

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, March 21, 2019 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 February 21, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters including:**
- C. Approve Contractor Pay Requests including:**
 - 1. SJ Louis Construction of Texas., Ltd. Pay Request No. 8, \$502,590.29, 1340 Transmission Main Project.**
 - 2. Landmark Structures I, LP, Pay Request No. 11, \$178,310.25, 1340 Elevated Storage Tank Project.**
 - 3. Travis Industries, LLC, Pay Request No. 4, \$67,270.45, Uplands WTP and HS Pump Station Improvements Project.**
 - 4. RTS Water Solutions, LLC, Pay Request No. 1, \$32,243.32, Manual Meter Replacement Project.**

- D. Approve Amendment 3 to Live Oak Springs Non-Standard Service Agreement (NSSA).**
- E. Approve Facilities Conveyance Lease Agreement between WTCPUA and Greenhawe WCID No. 2.**
- F. Approve Agreement with the City of Bee Cave Police Department for security services at WTCPUA Board Meetings.**
- G. Approve purchase of replacement Lift Station No. 14 pump from Pump Solutions, Inc. in the amount of \$38,199.**
- H. Approve Utility Conveyance Agreement between WTCPUA and Saturn Five Signal Hill, LLC (Signal Hill Estates Subdivision).**

V. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including (S. Albright/D. Klein):**
 - 1. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*
 - 2. *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).*
 - 3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*

(These items under V.A may be taken into Executive Session under the consultation with attorney exception).
- B. Discuss, consider, and take action on legislative efforts and legislation in the 86th Legislative Session (S. Albright).**

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

VI. NEW BUSINESS

- A. Discuss, consider and take action on FY 2018 Audit by Maxwell, Locke and Ritter, LLP (J. Smith).**
- B. Discuss, consider and take action to approve a resolution authorizing the issuance of “West Travis County Public Utility Agency Revenue Bonds, Series 2019”; providing the terms and conditions of the bonds and resolving**

other matters incident and related to the issuance, payment, security, sale, and delivery of the bonds, including the approval of the distribution of an official statement relating thereto; authorizing the execution of a paying agent/registrar agreement and a bond purchase agreement; and providing an effective date for payment of the final LCRA installment payment and costs of Capital Improvement Projects (G. Kimball/J. Smith).

- C. Discuss, consider, and take action regarding engineering services proposals from Murfee Engineering, Inc. (D. Lozano).**
 - 1. County Line 1340 Pump Station design, approval and construction administration, (\$284,235).**
- D. Review, discuss, receive direction, and take possible action on revised WTCPUA Non-Standard Service Agreement (NSSA) template (S. Albright).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- E. Discuss, consider, and take action regarding Signal Hill Commercial Non-Standard Service Agreement (NSSA), including location map, 30 Water LUEs, 290 System (R. Ramirez/S. Albright).**
- F. Review, discuss, receive direction, and take possible action on draft Resolution Regarding Request by the WTCPUA to the Participating Entities to use Eminent Domain Authority (S. Albright).**
(This item may be taken into Executive Session under the consultation with attorney exception and real and personal property exception).
- G. Review, discuss, receive direction, and take possible action on draft Memorandum of Understanding between the WTCPUA and City of Bee Cave regarding the ability of the WTCPUA to request that the City of Bee Cave use its eminent domain authority to condemn property for water and wastewater facilities within the jurisdiction of the City. (S. Albright).**
(This item may be taken into Executive Session under the consultation with attorney exception and real and personal property exception).
- H. Review, discuss, receive direction, and take possible action on draft Resolution Regarding Request by the WTCPUA to the City of Bee Cave to use Eminent Domain Authority for the Manly Tract (S. Albright).**
(This item may be taken into Executive Session under the consultation with attorney exception and real and personal property exception).
- I. Review, discuss, receive direction, and take possible action regarding Wholesale Agreements review (J. Coker/R. Pugh).**
(This item may be taken into Executive Session under the consultation with attorney exception).

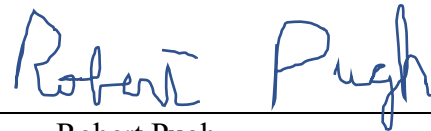
- J. Review, discuss, receive direction, and take possible action regarding update to Service Extension Request (SER) application form (J. Coker).**
- K. Review, discuss, receive direction, and take possible action regarding Draft Update to WTCPUA Water Conservation and Drought Contingency Plan (D. Lozano/T. Cantu/D. Klein/R. Pugh).**

VII. STAFF REPORTS

- A. General Manager's Report (R. Pugh).**
- B. Controller's Report (J. Smith) including:**
 - 1. FY2019 and FY2020 Budget and Rate Planning Calendar.**
- C. Engineer's Report (D. Lozano/J. Coker) including:**
 - 1. Capital Improvements Plan Update.**
- D. Operations Report (T. Cantu).**

VIII. ADJOURNMENT

Dated: March 15, 2019



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**

February 21, 2019

Present:

Scott Roberts, President
Don Walden, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Eileen Brzoska, Director

Staff and Consultants:

Robert Pugh, General Manager
Jennifer Smith, Controller
Keli Kirkley, Accountant
Jennifer Riechers, Customer Service Manager
Judith Coker, Senior Engineer
Pierce Powers, Staff Engineer
Reuben Ramirez, Engineering Technician
Trey Cantu, Operations Manager
Stefanie Albright (Lloyd Gosselink Rochelle & Townsend, P.C.), General Counsel
David Klein (Lloyd Gosselink Rochelle & Townsend, P.C.), General Counsel
Dennis Lozano (Murfee Engineering), District Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:02 am.

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Mr. Aaron Googins addressed the Board regarding the Signal Hill development, and requested special consideration for the development regarding releasing the water meter. He stated that some information was difficult to accomplish, such as the all bills paid notice, that may take additional time to complete. His request was for the Board to allow staff to release approximately 20 meters to builders for 61 single family lots.

IV. CONSENT AGENDA (R. Pugh)

- A. Approve minutes of January 17, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters including:**
 - 1. BOK Financial Invoices in the amount of \$4,090,293.75 for Series 2013, 2015 and 2017 Bond Payments.**
- C. Approve Contractor Pay Requests including:**
 - 1. SJ Louis Construction of Texas., Ltd. Pay Request No. 7, \$292,365.50, 1340 Transmission Main Project.**
 - 2. CFG Industries, LLC, Pay Request No. 11, \$47,500, Water Tank and Pump Stations Improvements Project.**
 - 3. Landmark Structures I, LP, Pay Request No. 10, \$48,787.25, 1340 Elevated Storage Tank Project.**
 - 4. Travis Industries, LLC, Pay Request No. 3, \$93,746.95, Uplands WTP and HS Pump Station Improvements Project.**
- D. Approve Contractor Change Orders including:**
 - 1. CFG Industries, Change Order No. 5, -\$1,197 deduct and addition of 29 Substantial Completion Weather Days, Water Tank and Pump Stations Improvements Project.**
- E. Approve Service Extension Requests (SERs) including location map for:**
 - 1. Signal Hill Commercial, 30 Water LUEs, 290 System.**

This item, included as **Exhibit E**, was pulled from the consent agenda by Director Walden for individual consideration and discussion.

Director Walden referenced the PUA's policy to collect payment of legal and engineering and other review fees, related to the SER process. He stated that in the SER letter, there was no reference to the timing of payment of fees, and he would like a statement in the letter to reference that payment is required before construction plans are released.

MOTION: A motion was made by Director Roberts to approve Item E on the consent agenda, subject to additions made by Director Walden. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

F. Approve Non-Standard Service Agreements (NSSAs) including location map for:

1. LedgeStone Commercial, 43 Water LUEs, 290 System.

This item, included as **Exhibit F**, was pulled from the consent agenda by Director Walden for individual consideration and discussion.

MOTION: A motion was made by Director Roberts to approve Item F on the consent agenda subject to changing the “may” to “shall” regarding payment of SER Fees as noted by Director Walden. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

Director Roberts directed staff and consultants to bring back an updated form NSSA template for consideration by the Board to include stronger language regarding payment of developer fees.

G. Approve 2018 annual Developer Reimbursement in the amount of \$259,948.72 to NASH Sweetwater, LLC per Wholesale Water Services Agreement between WTCPUA and Lazy Nine MUD 1A.

MOTION: A motion was made by Director Roberts to approve the Consent Agenda, provided as **Exhibits A – D, and G**. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

V. OLD BUSINESS

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

1. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*
2. *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).*

3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*

B. Discuss, consider, and take action on legislative efforts and legislation in the 86th Legislative Session.

This item was discussed in executive session.

C. Discuss, consider and take action on Murfee Engineering Company additional fee requests for Raw Water Line No. 2, Permitting, ACI Consulting, \$31,652.

Mr. Lozano presented on this item, provided as **Exhibit H**.

Director Roberts left the meeting at 10:12 a.m. Director Roberts returned at 10:16 a.m.

Mr. Lozano stated that the memo provided a background on the work done by ACI and the process of permitting the Raw Water Line No. 2. He stated that he reviewed the invoicing and backup information, and in his opinion the amount billed corresponds with the time spent. Mr. Lozano stated that USFWS asked about actions in the Preserve and other issues that were unrelated to the waterline project, but were inquired about during the discussions on construction of the waterline project in the Preserve. In response to a question from Director Walden, Mr. Lozano confirmed that in his opinion the costs were justified based on the backup he reviewed.

Director Whisenant stated that the PUA has shown administrative diligence on the project and in review of this information.

MOTION: A motion was made by Director Roberts to approve additional fee requests from Murfee Engineering Company for Raw Water Line No. 2, Permitting, and ACI Consulting in the amount of \$31,652. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

VI. NEW BUSINESS

At 10:28 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 V. A and B; Items VI. A- F, H – J, and regarding real and personal property under Texas Government Code § 551.072 regarding Item VI.E.

Director Roberts abstained from participation in the executive session regarding Items VI. B and VI. I.

At 1:00 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

- A. Review, discuss, receive direction, and take possible action on draft Emergency Interconnect Agreement between the WTCPUA and Austin Water.**

This item was discussed in executive session. Director Goodwin stated that the PUA should cease negotiations with City of Austin because the conditions are not reasonable.

- B. Review, discuss, receive direction and take possible action on draft Conveyance Lease Agreement between WTCPUA and Greenhawe WCID No. 2.**

Director Roberts abstained from this item during open session and executive session. This item was discussed in executive session.

Director Walden stated that staff should prepare final lease agreement based on direction in executive session and that the agreement be included on the consent agenda on the March meeting agenda.

- C. Review, discuss, receive direction and take possible action on water rates study.**

This item was discussed in executive session.

- D. Discuss, consider and take action on Amendments to Wholesale Water Services Agreement between WTCPUA and Lazy Nine Municipal Utility District No. 1A:**
 - 1. Amendment No. 3, expand service territory for 124 Acre McCalla Tract.**
 - 2. Amendment No. 4, increase water service allocation from 2400 LUEs to 2595 LUEs.**

This item was discussed in executive session. The amendments were presented as **Exhibit I and J.**

MOTION: A motion was made by Director Walden to approve Amendment No. 3 and Amendment No. 4 of the Wholesale Water Services Agreement between WTCPUA and Lazy Nine Municipal Utility District No. 1A. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

E. Discuss, consider and take action on request to City of Bee Cave for cooperation regarding use of eminent domain (D. Lozano).

This item was discussed in executive session. The Board directed staff and consultants to prepare a memorandum of understanding for possible requests to the participant entities to move forward with condemnation proceedings on behalf of the PUA. Director Goodwin requested that an item be included on the next agenda regarding a possible request to the City of Bee Cave to use its eminent domain authority for the PUA regarding the Manley property on Highway 71 west.

F. Review, discuss, receive direction and take possible action on draft Amendment 3 to Live Oak Springs NSSA (S. Albright/D. Lozano/R. Pugh).

This item was discussed in executive session. The Board directed that a final draft be brought back for Board consideration at the next meeting on the consent agenda.

G. Discuss, consider, and take action regarding treatment and removal of sludge at WTCPUA wastewater treatment facilities (S. Roberts).

Director Roberts addressed this item, and stated that sludge is removed from the Lake Pointe WWTP and trucked to the Bohl's WWTP. He stated that he would like to consider authorizing Murfee Engineering to bring a proposal to the Board to prepare a sludge removal program. Director Roberts stated that there could be ways to reduce costs in sludge processing as well as to reduce truck traffic.

Mr. Lozano stated that he did think there was merit to looking into the issue, and there may be cost efficiencies. Further, in the TLAP permit renewal process, truck traffic was a big issue raised by those protesting the renewal.

Director Goodwin asked about the processing of sludge in-house, and Mr. Lozano stated that years ago the PUA had operated a dewatering facility to address short-term sludge management issues. In response to a statement from Director Walden, Mr. Lozano stated that there may be some existing easement alignments that could be used.

Directors Roberts directed Mr. Lozano to bring back a proposal for sludge management.

H. Discuss, consider and take action on proposal for CCNG to install and connect effluent filter system in WTCPUA Lift Station No. 14, including (S. Roberts):

- 1. Permitting, design and construction cost responsibility.**
- 2. Operation and maintenance cost responsibility.**

3. Obtainment of Easement from Cassandra Interests, LTD for Lift Station No. 14.

MOTION: A motion was made by Director Walden to approve moving forward with the installation of the effluent filter system in Lift Station No. 14 with CCNG paying for permitting, design, and construction costs, the PUA paying for operation and maintenance costs, and CCNG assisting with the Lift Station No. 14 easement. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

- I. Discuss, consider and take action on Amendments to Wholesale Water Supply Agreement between the WTCPUA and the City of Dripping Springs (S. Albright):**
- 1. Amendment 4, addition of Driftwood Creek Tract Service Property – Commercial, 23 LUEs.**
 - 2. Amendment 5, addition of Driftwood Creek Tract Service Property – Residential, 230 LUEs.**

Director Roberts abstained from participation and voting on this item and Director Walden presided over the meeting during this item.

MOTION: A motion was made by Director Walden to approve Amendment 4 and Amendment 5 to the Wholesale Water Supply Agreement between the WTCPUA and the City of Dripping Springs. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

- J. Discuss, consider and take action on security at WTCPUA Board Meetings.**

This item was discussed in executive session.

MOTION: A motion was made by Director Roberts to authorize the General Manager to enter into a contract with a local law enforcement agency to provide security at PUA Board meetings. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

Director Roberts left the meeting at 1:06 pm.

VII. STAFF REPORTS

A. General Manager's Report (R. Pugh).

Mr. Pugh presented on this item, provided as **Exhibit K**. He provided an update on the meter replacement program, and in response to a question from Director Goodwin stated that meters have been uploaded into the billing system with readings provided from the contractor.

Mr. Pugh stated that he and Ms. Smith were working on the upcoming 2019 bond issuance, anticipated to be \$20 million, to include the installment purchase payment to LCRA and potential CIP projects.

Director Goodwin asked about potential new mapping software. Mr. Pugh stated that the PUA has been working with a potential consultant to make a recommendation to the Board. Director Walden asked about the discussions with The Nature Conservancy regarding acquiring an easement. Mr. Lozano confirmed that this is within the City of Austin's limited purpose ETJ.

B. Controller's Report (J. Smith).

Ms. Smith presented on this item, with a report provided as **Exhibit L**. She stated that revenues are lower than last year due to rainfall, and expenses are lower as well.

C. Engineer's Report (D. Lozano/J. Coker) including: 1. Capital Improvements Plan Update.

Mr. Lozano presented a CIP update, provided as **Exhibit M**. Regarding the 1340 transmission main, he stated that the PUA has reached the milestone of completing the tie-in at Sawyer Ranch Road and Highway 290. He thanked both of the Belterra Districts for their assistance and PUA staff in this significant coordination effort. He stated that the elevated storage tank is in the process of being commissioned as well.

Ms. Coker provided the engineering report, provided as **Exhibit N**. She stated that there is a new SER identification system that provides detail including what system the SER is located in.

Director Walden asked for an update in each report as to how many new SERs were reported, including how many LUEs are attributed to these LUEs.

Ms. Coker next gave a report on the network organization of SERs, including designation of projects by folder.

D. Operations Report (T. Cantu).

Mr. Cantu presented this report, provided as **Exhibit O**. He stated that included in the report is a tool and equipment inventory and provided an update on replacement costs and tracking. Director Walden asked if each truck included a list of equipment to ensure that the employee assigned to the vehicle is responsible for those tools. Mr. Cantu confirmed that this was the case. Mr. Pugh stated that all tools and equipment purchases have to be pre-approved by the Operations Manager.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

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

The meeting adjourned at 1:37 p.m.

PASSED AND APPROVED this 21st day of March, 2019.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

ITEM B

West Travis County Public Utility Agency
Check Detail
February 2019

Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/08/2019	Abraham de Leon.	Check 15359	11118 · Manager Ckg 8314		
Bill	02/08/2019		Mileage Reimbursement- Pick up Office Suplies form Sam's	17880 · Travel Expense	-12.88	1 General Fund
					-12.88	
Bill Pmt -Check	02/28/2019	Ace Contractor Supply	https://app.bill.com/BillPay?id=blp01RJPBOQCUC3iirz2	11002 · Bill.com Money Out Clearing		
Bill	02/25/2019		Shop Supplies	16101 · Maintenance & Repairs-W	-178.53	1 General Fund
					-178.53	
Bill Pmt -Check	02/06/2019	ACT Pipe & Supply	https://app.bill.com/BillPay?id=blp01ZQOOWTVOL3g72y2	11002 · Bill.com Money Out Clearing		
Bill	01/10/2019		Repair & Maintenance- Adapters	16101 · Maintenance & Repairs-W	-1,885.37	1 General Fund
					-1,885.37	
Bill Pmt -Check	02/25/2019	ACT Pipe & Supply	https://app.bill.com/BillPay?id=blp01CDZDVSZKB3i0b9f	11002 · Bill.com Money Out Clearing		
Bill	02/07/2019		Repair & Maintenance- Shop Supplies	16101 · Maintenance & Repairs-W	-875.58	1 General Fund
					-875.58	
Bill Pmt -Check	02/06/2019	Aerotek Environmental	https://app.bill.com/BillPay?id=blp01OZUODGVRE3g72yn	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Staffing Services- S Chambers	17430 · Contract Labor	-1,440.00	1 General Fund
					-1,440.00	
Bill Pmt -Check	02/20/2019	Aerotek Environmental	https://app.bill.com/BillPay?id=blp01NIUKHKDP3hiv06	11002 · Bill.com Money Out Clearing		
Bill	02/14/2019		Staffing Services- S Chambers	17430 · Contract Labor	-1,226.88	1 General Fund
					-1,226.88	
Bill Pmt -Check	02/20/2019	Aerotek Environmental	https://app.bill.com/BillPay?id=blp01OCKBILLWW3hiv05	11002 · Bill.com Money Out Clearing		
Bill	02/07/2019		Staffing Services- S Chambers	17430 · Contract Labor	-1,152.00	1 General Fund
					-1,152.00	

West Travis County Public Utility Agency
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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/25/2019	Aerotek Environmental	https://app.bill.com/BillPay?id=blp01UPWYWAEHI3i0b9d	11002 · Bill.com Money Out Clearing		
Bill	02/21/2019		Staffing Services- S Chambers	17430 · Contract Labor	-144.00	1 General Fund
					-144.00	
Bill Pmt -Check	02/08/2019	APGN Inc.	Check 15358	11118 · Manager Ckg 8314		
Bill	12/31/2018		Work On Blower #2 For Unit #3 @ Water Plant	16101 · Maintenance & Repairs-W	-10,848.16	1 General Fund
					-10,848.16	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01BYETUVCID3hiuzg	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Maudies	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ASDQQUYON3hiuzz	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- WTP	16172 · Laboratory Fees-W	-161.00	1 General Fund
					-161.00	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01XUWEROYBS3hiuzu	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Primrose	16236 · Pre-Treatment Program-WW	-163.78	1 General Fund
					-163.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01GWZYWJEBU3hiuzw	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Schmidts	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01RXQXUUEFG3hiuzp	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Mandolas	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
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Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01NXQUSSRJC3hiuzl	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Gigis	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01EJYJZIZDG3hiuzf	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis	16172 · Laboratory Fees-W	-672.00	1 General Fund
					-672.00	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ZHKVJTABW3hiuzi	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Cafe Blue	16236 · Pre-Treatment Program-WW	-163.78	1 General Fund
					-163.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01HPVLJONZA3hiuze	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- LT2	16172 · Laboratory Fees-W	-856.00	1 General Fund
					-856.00	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01WIECUJSAS3hiuzx	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Tony Cs	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01LZFTJRUJK3hiuzv	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Rosies	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ZJZBEGBPQ3hiuzr	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Pho House	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ZAHPIFAPT3hiuzy	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Lakepointe WWTP	16272 · Laboratory Fees-WW	-894.00	1 General Fund
					-894.00	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01SQZXFMISSV3hiuzc	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Bohls WWTP	16272 · Laboratory Fees-WW	-859.00	1 General Fund
					-859.00	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01FFGOQZAJP3hiuzk	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Chilis	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01KCOSZMWPS3hiuzn	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- HEB	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/20/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01LXLRZHZKR3hiuzq	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		December 2018 Analysis- Pei Wei	16236 · Pre-Treatment Program-WW	-170.78	1 General Fund
					-170.78	
Bill Pmt -Check	02/06/2019	ARC Document Solutions	https://app.bill.com/BillPay?id=blp01REIALTQKE3g72yf	11002 · Bill.com Money Out Clearing		
Bill	01/15/2019		Board Packet Printing	17810 · Board Meeting Expense	-626.08	1 General Fund
					-626.08	
Bill Pmt -Check	02/25/2019	AT&T	https://app.bill.com/BillPay?id=blp01KADGCOHEZ3i0b8t	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Telephone Expense- Consolidated Bill	17662 · Telephone	-1,207.15	1 General Fund
					-1,207.15	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/06/2019	AT&T- Internet	https://app.bill.com/BillPay?id=blp01WNMSGCOFU3g72y4	11002 · Bill.com Money Out Clearing		
Bill	01/11/2019		Subscriber/Router	17663 · Internet	-713.66	1 General Fund
					-713.66	
Bill Pmt -Check	02/28/2019	AT&T- Internet	https://app.bill.com/BillPay?id=blp01UIYRBNBIH3iirzc	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Subscriber/Router	17663 · Internet	-713.71	1 General Fund
					-713.71	
Bill Pmt -Check	02/08/2019	AT&T Mobility-CC	https://app.bill.com/BillPay?id=blp01ZPINOOFIM3g72zh	11002 · Bill.com Money Out Clearing		
Bill	01/24/2019		SCADA System Cellular Network- 12/19/18 - 1/18/19	16162 · Telephone-W	-447.48	1 General Fund
			SCADA System Cellular Network- 12/19/18 - 1/18/19	16262 · Telephone-WW	-447.47	1 General Fund
					-894.95	
Bill Pmt -Check	02/20/2019	AT&T Wireless	https://app.bill.com/BillPay?id=blp01SPCJJISQK3hiv0x	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Wireless Expense - 1/5/19 - 2/4/19	16162 · Telephone-W	-1,182.15	1 General Fund
			Wireless Expense - 1/5/19 - 2/4/19	16262 · Telephone-WW	-1,182.14	1 General Fund
					-2,364.29	
Bill Pmt -Check	02/21/2019	Austin Armature Works, LP	https://app.bill.com/BillPay?id=blp01RCTOXKDOW3hiv2v	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Raw Water Intake P#5	16101 · Maintenance & Repairs-W	-6,435.30	1 General Fund
					-6,435.30	
Bill Pmt -Check	02/06/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01UOVJASLFC3g72yq	11002 · Bill.com Money Out Clearing		
Bill	01/16/2019		Monthly Billing - 290 HPR - December 2018	17105 · Billing System & Support	-2,271.17	1 General Fund
					-2,271.17	
Bill Pmt -Check	02/06/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01JKITZTIMZ3g72yp	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/16/2019		Monthly Billing - Homestead Meadow - December 2018	17105 · Billing System & Support	-195.82	1 General Fund
					-195.82	
Bill Pmt -Check	02/06/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01EJWLQCEQA3g72yr	11002 · Bill.com Money Out Clearing		
Bill	01/16/2019		Monthly Billing - Bee Cave South - December 2018	17105 · Billing System & Support	-1,627.94	1 General Fund
					-1,627.94	
Bill Pmt -Check	02/22/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01IBNPORZYK3hiv30	11002 · Bill.com Money Out Clearing		
Bill	02/06/2019		Monthly Billing - Bee Cave - January 2019	17105 · Billing System & Support	-2,705.75	1 General Fund
					-2,705.75	
Bill Pmt -Check	02/22/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01CMPBBQZBO3hiv2z	11002 · Bill.com Money Out Clearing		
Bill	02/06/2019		Monthly Billing - Homestead Meadow - January 2019	17105 · Billing System & Support	-198.10	1 General Fund
					-198.10	
Bill Pmt -Check	02/20/2019	Backflow Solutions Inc	https://app.bill.com/BillPay?id=blp01VNHOKUFMK3hiv21	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Backflow Monitoring Service - Online Subscription Fee	17870 · Software Licenses	-495.00	1 General Fund
					-495.00	
Bill Pmt -Check	02/20/2019	BB&T - Cantu	https://app.bill.com/BillPay?id=blp01XJOMUAASX3hiv29	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-235.98	1 General Fund
					-235.98	
Bill Pmt -Check	02/20/2019	BB&T - Coker	https://app.bill.com/BillPay?id=blp01KEMOQSFSB3hiv2b	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-198.73	1 General Fund
					-198.73	
Bill Pmt -Check	02/20/2019	BB&T - Gonzales	https://app.bill.com/BillPay?id=blp01NVIDEUII3hiv2d	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	02/05/2019		Credit Card Purchases		-518.00	1 General Fund
					-518.00	
Bill Pmt -Check	02/25/2019	BB&T - Harkrider	https://app.bill.com/BillPay?id=blp01PWDPBEYMP3i0b95	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-691.14	1 General Fund
					-691.14	
Bill Pmt -Check	02/25/2019	BB&T - Jeffrey	https://app.bill.com/BillPay?id=blp01XNTSQBBBA3i0b97	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-421.97	1 General Fund
					-421.97	
Bill Pmt -Check	02/20/2019	BB&T - Main Office 4972	https://app.bill.com/BillPay?id=blp01FHBYOYDMB3hiv2f	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-2,918.76	1 General Fund
					-2,918.76	
Bill Pmt -Check	02/20/2019	BB&T - Pugh	https://app.bill.com/BillPay?id=blp01DXVCAVRJD3hiv2h	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-932.03	1 General Fund
					-932.03	
Bill Pmt -Check	02/20/2019	BB&T - Sarot	https://app.bill.com/BillPay?id=blp01UICRDCWPW3hiv2j	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases	17820 · Meals & Entertainment	-13.57	1 General Fund
					-13.57	
Bill Pmt -Check	02/20/2019	BB&T - Schwabe	https://app.bill.com/BillPay?id=blp01YZKYRUSVR3hiv2l	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases	16101 · Maintenance & Repairs-W	-11.76	1 General Fund
					-11.76	
Bill Pmt -Check	02/20/2019	BB&T - Sifuentes	https://app.bill.com/BillPay?id=blp01LUDPBYPTG3hiv2n	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	02/05/2019		Credit Card Purchases		-722.41	1 General Fund
					-722.41	
Bill Pmt -Check	02/20/2019	BB&T - Smith	https://app.bill.com/BillPay?id=blp01DZYKKPWZI3hiv2p	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases		-1,863.34	1 General Fund
					-1,863.34	
Bill Pmt -Check	02/20/2019	BB&T - Strickland	https://app.bill.com/BillPay?id=blp01OQBNNYCWD3hiv2r	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Credit Card Purchases	17702 · Vehicle Maint & Repair	-167.94	1 General Fund
					-167.94	
Bill Pmt -Check	02/08/2019	Beckett Electrical Services, LLC	https://app.bill.com/BillPay?id=blp01AWHYBRBWD3g72zj	11002 · Bill.com Money Out Clearing		
Bill	01/25/2019		Spanish Oaks Pump Station	16101 · Maintenance & Repairs-W	-869.86	1 General Fund
					-869.86	
Bill Pmt -Check	02/15/2019	BOK Financial		31111 · DSF Reserve Checking 8349		
Bill	02/15/2019		SR 2015 Semi Annual Bond Interest- Paid from DSF	37310 · Bond Interest Expense-DSF	-711,931.25	4 Debt Service Fund
			SR 2015 Semi Annual Paying Agent Fee-Paid from DSF	37330 · Fiscal Agent Fees-DSF	-200.00	4 Debt Service Fund
					-712,131.25	
Bill Pmt -Check	02/15/2019	BOK Financial		31111 · DSF Reserve Checking 8349		
Bill	02/15/2019		SR 2017 Semi Annual Bond Interest- Paid from DSF	37310 · Bond Interest Expense-DSF	-3,201,775.00	4 Debt Service Fund
			SR 2017 Semi Annual Paying Agent Fee-Paid from DSF	37330 · Fiscal Agent Fees-DSF	-200.00	4 Debt Service Fund
					-3,201,975.00	
Bill Pmt -Check	02/15/2019	BOK Financial		31111 · DSF Reserve Checking 8349		
Bill	02/15/2019		SR 2013 Semi Annual Bond Interest	37310 · Bond Interest Expense-DSF	-175,987.50	4 Debt Service Fund
			SR 2013 Semi Annual Paying Agent Fee	37330 · Fiscal Agent Fees-DSF	-200.00	4 Debt Service Fund
					-176,187.50	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/06/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01XHVFNLPN3g72yj	11002 · Bill.com Money Out Clearing		
Bill	01/15/2019		Chemicals- WTP	16130 · Chemicals-W	-4,932.18	1 General Fund
					-4,932.18	
Bill Pmt -Check	02/06/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01MSSTCPJEE3g72yl	11002 · Bill.com Money Out Clearing		
Bill	01/16/2019		Chemicals- Bohls WWTP	16230 · Chemicals-WW	-410.83	1 General Fund
					-410.83	
Bill Pmt -Check	02/06/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01SVRXTKPPN3g72yk	11002 · Bill.com Money Out Clearing		
Bill	01/16/2019		Chemicals- Lakepointe WWTP	16230 · Chemicals-WW	-801.16	1 General Fund
					-801.16	
Bill Pmt -Check	02/20/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01IMPWSTAMD3hiv1c	11002 · Bill.com Money Out Clearing		
Bill	01/29/2019		Chemicals- Bohls WWTP	16230 · Chemicals-WW	-410.83	1 General Fund
					-410.83	
Bill Pmt -Check	02/20/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01GDVCDHCT3hiv1d	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		Chemicals- WTP	16130 · Chemicals-W	-3,798.50	1 General Fund
					-3,798.50	
Bill Pmt -Check	02/20/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01QCKCWGJDV3hiv1b	11002 · Bill.com Money Out Clearing		
Bill	01/29/2019		Chemicals- Lakepointe WWTP	16230 · Chemicals-WW	-671.05	1 General Fund
					-671.05	
Bill Pmt -Check	02/20/2019	Capitol City Janitorial, Inc	https://app.bill.com/BillPay?id=blp01DBLBJVTF03hiv23	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Monthly Janitorial Services- February 2019	17815 · Janitorial	-311.76	1 General Fund
					-311.76	

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Bill Pmt -Check	02/28/2019	Carbon Activated Corporation	https://app.bill.com/BillPay?id=blp01TPPXQZWG3iirz6	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Lakepointe WWTP- Activated Carbon Coconut Shell and Field Serv	16201 · Maintenance & Repairs-WW	-6,733.10	1 General Fund
					-6,733.10	
Bill Pmt -Check	02/06/2019	Century Link	https://app.bill.com/BillPay?id=blp01SDHJBCJMH3g72z5	11002 · Bill.com Money Out Clearing		
Bill	01/19/2019		Long Distance Expense	17662 · Telephone	-24.66	1 General Fund
					-24.66	
Bill Pmt -Check	02/25/2019	CFG Industries, LLC	https://app.bill.com/BillPay?id=blp01SAXPRHNNL3i0b8h	11002 · Bill.com Money Out Clearing		
Bill	02/12/2019		Pay app #11 - Tank and Pump Station Coating Imp.	45040 · Tank & PS Repainting-C	-47,500.00	2 Facilities Fund
					-47,500.00	
Bill Pmt -Check	02/05/2019	City of Austin 04065 16047	ACH	11118 · Manager Ckg 8314		
Bill	01/08/2019		Electric billing	16261 · Electric-WW	-187.09	1 General Fund
					-187.09	
Bill Pmt -Check	02/13/2019	City of Austin 04065 16047	https://app.bill.com/BillPay?id=blp01EWAZRHDKQ3gy429	11002 · Bill.com Money Out Clearing		
Bill	01/30/2019		Electric billing	16261 · Electric-WW	-222.76	1 General Fund
					-222.76	
Bill Pmt -Check	02/18/2019	City of Austin 07107 11753	ACH	11118 · Manager Ckg 8314		
Bill	02/08/2019		Utility Expense	16261 · Electric-WW	-8,978.18	1 General Fund
			Utility Expense	16161 · Electric-W	-37,326.81	1 General Fund
			Utility Expense	17661 · Electric	-427.46	1 General Fund
					-46,732.45	
Bill Pmt -Check	02/20/2019	City of Austin 39975 21324	https://app.bill.com/BillPay?id=blp01RIWYZYDCE3hiv1f	11002 · Bill.com Money Out Clearing		
Bill	02/12/2019		Utility Expense	16161 · Electric-W	-64.76	1 General Fund

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					-64.76	
Bill Pmt -Check	02/13/2019	City of Austin 44118 09855	https://app.bill.com/BillPay?id=blp01ZLSOWZNME3gy42b	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		Utility Expense - WW	16261 · Electric-WW	-9,265.82	1 General Fund
			Utility Expense - W	16161 · Electric-W	-4,605.34	1 General Fund
					-13,871.16	
Bill Pmt -Check	02/20/2019	City of Austin 71822 19829	https://app.bill.com/BillPay?id=blp01TZXBVPFYO3hiv1h	11002 · Bill.com Money Out Clearing		
Bill	02/12/2019		Utility Expense	16161 · Electric-W	-8,942.07	1 General Fund
			Utility Expense	16261 · Electric-WW	-299.10	1 General Fund
					-9,241.17	
Bill Pmt -Check	02/20/2019	Coachworks Car Wash	https://app.bill.com/BillPay?id=blp01YFXOGRISL3hiv1n	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Charges - 1/31/19	17702 · Vehicle Maint & Repair	-83.95	1 General Fund
					-83.95	
Bill Pmt -Check	02/20/2019	Comdata Universal Mastercard	UN0IP	11118 · Manager Ckg 8314		
Bill	02/01/2019		Fuel 01/02/2019-02/01/2019	17701 · Vehicle Fuel	-3,563.09	1 General Fund
					-3,563.09	
Bill Pmt -Check	02/28/2019	Concentra	https://app.bill.com/BillPay?id=blp01HTSRIJFBJ3iirxs	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		DOT Physical- J. Cruz	17825 · Medical & Testing	-90.50	1 General Fund
			DOT Physical- L. Gonzalez	17825 · Medical & Testing	-90.50	1 General Fund
					-181.00	
Bill Pmt -Check	02/06/2019	Cornerstone Plant Maintenance, LLC	https://app.bill.com/BillPay?id=blp01LYCDGHXWB3g72xu	11002 · Bill.com Money Out Clearing		
Bill	01/03/2019		Replacement Drive For Clarifier @ Plant #2 LPWWTP	16201 · Maintenance & Repairs-WW	-8,372.85	1 General Fund
					-8,372.85	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/06/2019	Cornerstone Plant Maintenance, LLC	https://app.bill.com/BillPay?id=blp01LKGTMDTDG3g72xw	11002 · Bill.com Money Out Clearing		
Bill	01/03/2019		Repair To Skimmer Arm @ Bohls WWTP	16201 · Maintenance & Repairs-WW	-1,377.50	1 General Fund
					-1,377.50	
Bill Pmt -Check	02/07/2019	Cornerstone Plant Maintenance, LLC	https://app.bill.com/BillPay?id=blp01DWOVZMYCI3g72z9	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Misc Repairs Needed @ PS#1	16101 · Maintenance & Repairs-W	-800.00	1 General Fund
					-800.00	
Bill Pmt -Check	02/25/2019	CP&Y	https://app.bill.com/BillPay?id=blp01ZMCOASTCB3i0b99	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		Uplands WTP Trident / Office Building and High Svc Pump	11620 · Due from Facilities Fund-GOF	-5,708.75	1 General Fund
			Uplands WTP Trident / Office Building and High Svc Pump	45025 · Uplands WTP Off/Trident Bld-D&A	-5,708.75	2 Facilities Fund
					-11,417.50	
Bill Pmt -Check	02/27/2019	Crawford Thomas, LLC	https://app.bill.com/BillPay?id=blp01HLABRKTNP3i0b9l	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Billy Sewell- Permanent Placement	17865 · Recruiting	-14,560.00	1 General Fund
					-14,560.00	
Bill Pmt -Check	02/08/2019	D.A.D.'s Lawn Services, LLC	https://app.bill.com/BillPay?id=blp01KGPXKYZNI3g72zn	11002 · Bill.com Money Out Clearing		
Bill	01/11/2019		Ground Maintenance	16110 · Grounds Maintenance-W	-2,550.00	1 General Fund
			Ground Maintenance	16210 · Grounds Maintenance-WW	-3,250.00	1 General Fund
					-5,800.00	
Bill Pmt -Check	02/25/2019	Dedicated Controls LLC	https://app.bill.com/BillPay?id=blp01IBEAHOLGJ3i0b8x	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Repair & Maintenance- Raw Water Intake	16190 · Other Expenses-W	-517.50	1 General Fund
					-517.50	
Bill Pmt -Check	02/07/2019	Department of Information Resources	https://app.bill.com/BillPay?id=blp01GEEQJWFA3g72zb	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Internet Service- Raw Water Lift Station	16163 · Internet-W	-167.78	1 General Fund

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					-167.78	
Bill Pmt -Check	02/20/2019	Detection Instruments Corp.	https://app.bill.com/BillPay?id=blp01WBUMMNDWT3hiv1p	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		OdaLog L2 Top Cap	16201 · Maintenance & Repairs-WW	-181.00	1 General Fund
					-181.00	
Bill Pmt -Check	02/06/2019	Elliott Electric Supply, Inc	https://app.bill.com/BillPay?id=blp01NIVWOAFDG3g72y6	11002 · Bill.com Money Out Clearing		
Bill	01/18/2019		Repair & Maintenance- Scrubber Room- WTP	16101 · Maintenance & Repairs-W	-148.99	1 General Fund
					-148.99	
Bill Pmt -Check	02/28/2019	Elliott Electric Supply, Inc	https://app.bill.com/BillPay?id=blp01LEXQVMTML3iirz8	11002 · Bill.com Money Out Clearing		
Bill	02/22/2019		Repair & Maintenance- Supplies	16101 · Maintenance & Repairs-W	-593.56	1 General Fund
					-593.56	
Bill Pmt -Check	02/28/2019	Five Star Electric	https://app.bill.com/BillPay?id=blp01MKKXOQH3iiryq	11002 · Bill.com Money Out Clearing		
Bill	01/29/2019		Repair & Maintenance- RWI P#1	16101 · Maintenance & Repairs-W	-2,700.00	1 General Fund
					-2,700.00	
Bill Pmt -Check	02/28/2019	Five Star Electric	https://app.bill.com/BillPay?id=blp01ZHNGSSFOD3iiryp	11002 · Bill.com Money Out Clearing		
Bill	01/29/2019		Repair & Maintenance- Transfer Pump #2	16101 · Maintenance & Repairs-W	-2,165.15	1 General Fund
					-2,165.15	
Bill Pmt -Check	02/08/2019	Fluid Meter Service, Corp	https://app.bill.com/BillPay?id=blp01ITBYLFDKC3g72zl	11002 · Bill.com Money Out Clearing		
Bill	01/25/2019		Repair & Maintenance-PRV	16101 · Maintenance & Repairs-W	-6,700.00	1 General Fund
					-6,700.00	
Bill Pmt -Check	02/20/2019	Fluid Meter Service, Corp	https://app.bill.com/BillPay?id=blp01GTAJCAXCB3hiv1j	11002 · Bill.com Money Out Clearing		
Bill	01/30/2019		Repair & Maintenance	16101 · Maintenance & Repairs-W	-560.00	1 General Fund

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					-560.00	
Bill Pmt -Check	02/06/2019	Generator Field Services LLC	https://app.bill.com/BillPay?id=blp01WPGXLLFEM3g72xo	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Coolant Added To Unit @ LS#21	16201 · Maintenance & Repairs-WW	-14.99	1 General Fund
					-14.99	
Bill Pmt -Check	02/20/2019	Grainger	https://app.bill.com/BillPay?id=blp01LOCNAFYWX3hiv1r	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Maintenance & Repair- Lakepointe WWTP	16201 · Maintenance & Repairs-WW	-712.50	1 General Fund
					-712.50	
Bill Pmt -Check	02/20/2019	Green Oasis Landscapes	https://app.bill.com/BillPay?id=blp01RMRZFTTNK3hiv25	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Plant Maintenance- February, March & April	17835 · Miscellaneous Expense	-545.76	1 General Fund
					-545.76	
Bill Pmt -Check	02/20/2019	Guardian Industrial Supply LLC	https://app.bill.com/BillPay?id=blp01CXXDNWAFN3hiv27	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Repair & Maintenance- Lift Station #5	16201 · Maintenance & Repairs-WW	-477.50	1 General Fund
					-477.50	
Bill Pmt -Check	02/20/2019	Hamilton Electric Works, Inc.	https://app.bill.com/BillPay?id=blp01OHHDQJYVO3hiv0z	11002 · Bill.com Money Out Clearing		
Bill	01/28/2019		Maintenance & Repair- Raw Water Intake	16101 · Maintenance & Repairs-W	-324.00	1 General Fund
					-324.00	
Bill Pmt -Check	02/28/2019	HarHos Bee Caves, LLC	https://app.bill.com/BillPay?id=blp01GLQAYOCOE3iiryu	11002 · Bill.com Money Out Clearing		
Bill	03/01/2019		Cam Payment	17125 · Occupancy	-1,598.64	1 General Fund
			Recovery Reconciliation 2018	17125 · Occupancy	-812.42	1 General Fund
			Base Rent	17125 · Occupancy	-2,270.87	1 General Fund
					-4,681.93	
Bill Pmt -Check	02/28/2019	HarHos Bee Caves, LLC	https://app.bill.com/BillPay?id=blp01DMNEAWHEQ3iirys	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	03/01/2019		Cam Payment	17125 · Occupancy	-2,641.58	1 General Fund
			Recovery Reconciliation 2018	17125 · Occupancy	-1,342.38	1 General Fund
			Base Rent	17125 · Occupancy	-3,752.42	1 General Fund
			Storage	17125 · Occupancy	-25.00	1 General Fund
					<u>-7,761.38</u>	
Bill Pmt -Check	02/25/2019	Hays County MUD No 4	https://app.bill.com/BillPay?id=blp01HTRDFAXOV3i0b8a	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Wastewater Billing Collections-January 2019	12411 · Hays Co MUD 4 WW Collections	-6,621.98	1 General Fund
			Deposits/Transfers-January 2019	12411 · Hays Co MUD 4 WW Collections	-663.50	1 General Fund
			Assessment Fee-January 2019	12452 · Bee Cave So-237	-33.10	1 General Fund
					<u>-7,318.58</u>	
Bill Pmt -Check	02/20/2019	Hill Country Texas Galleria, LLC	https://app.bill.com/BillPay?id=blp01TOXQKBZGA3hiv1l	11002 · Bill.com Money Out Clearing		
Bill	03/01/2019		Base Rent	17125 · Occupancy	-10,179.00	1 General Fund
			Operating Costs	17125 · Occupancy	-3,912.89	1 General Fund
			January Meter Read #1	17125 · Occupancy	-9.71	1 General Fund
			January Meter Read #2	17125 · Occupancy	-3.34	1 General Fund
					<u>-14,104.94</u>	
Bill Pmt -Check	02/06/2019	Ice Works	https://app.bill.com/BillPay?id=blp01JPSLYEKJU3g72yx	11002 · Bill.com Money Out Clearing		
Bill	01/18/2019		Rental Fee	16190 · Other Expenses-W	-137.50	1 General Fund
					<u>-137.50</u>	
Bill Pmt -Check	02/25/2019	Koetter Fire Protection	https://app.bill.com/BillPay?id=blp01EMESKOFCL3i0b8d	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Repair & Maintenance- Dry System	16101 · Maintenance & Repairs-W	-285.00	1 General Fund
					<u>-285.00</u>	
Bill Pmt -Check	02/25/2019	Lamb's Tire & Automotive Centers	https://app.bill.com/BillPay?id=blp01NIDLSOWCA3i0b9h	11002 · Bill.com Money Out Clearing		
Bill	02/07/2019		Vehicle Maintenance & Repair- January 2019	17702 · Vehicle Maint & Repair	-309.87	1 General Fund
					<u>-309.87</u>	

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Type	Date	Name	Memo	Account	Paid Amount	Class
					-309.87	
Bill Pmt -Check	02/28/2019	Landmark Structures I, LP	https://app.bill.com/BillPay?id=blp01ONJDNDVH3iiry0	11002 · Bill.com Money Out Clearing		
Bill	01/25/2019		1340 Elevated Storage Tank - Contractors Application for Payment ; 26130 · 1340 EST-C		-48,787.25	5 Capital Projects Fund
					-48,787.25	
Bill Pmt -Check	02/08/2019	Leonel Jaimes.		11118 · Manager Ckg 8314		
Bill	01/28/2019		Reimbursement- Steak 'n Shake and Mileage	17820 · Meals & Entertainment	-6.27	1 General Fund
			Basic Water Course- Mileage 3 days @ 40 miles @.58	17880 · Travel Expense	-69.60	1 General Fund
					-75.87	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01RBQCVGHUS3hiv0b		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Water CCN Amendment- Preserve at Oak Hill	16175 · SER Legal & Engineer Fees-W	-1,608.30	1 General Fund
					-1,608.30	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01EXZDZSUKF3hiv09		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Hatchett & JPH Capital Litigation	17502 · Litigation	-12,232.00	1 General Fund
					-12,232.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01VULSBJUHX3hiv0k		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Raw Waterline No 2	17501 · General Counsel	-3,127.00	1 General Fund
					-3,127.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01FKMBTRVDV3hiv0a		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Spanish Oaks	17501 · General Counsel	-1,347.50	1 General Fund
					-1,347.50	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01YOEJQJTL3hiv0f		11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/23/2019		Blue Blazes SER Review	17501 · General Counsel	-53.00	1 General Fund
					-53.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01OWVRGWIUM3hiv0p		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Driftwood Residential SER	17501 · General Counsel	-662.50	1 General Fund
					-662.50	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01LBPVAKYOK3hiv0n		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Pure Wash Car Wash SER	16175 · SER Legal & Engineer Fees-W	-1,260.56	1 General Fund
					-1,260.56	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01GBBMLZEUN3hiv0q		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Driftwood Commercial SER	17501 · General Counsel	-662.50	1 General Fund
					-662.50	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01GBPFOCQWH3hiv0l		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Anthem Apartments SER	16175 · SER Legal & Engineer Fees-W	-477.00	1 General Fund
					-477.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01ETWBELZYA3hiv0j		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Lake Travis ISD SER	16175 · SER Legal & Engineer Fees-W	-450.50	1 General Fund
					-450.50	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01STOPBHSUV3hiv0i		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Rim Rock Retail Service	17501 · General Counsel	-53.00	1 General Fund
					-53.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01RBGSDRXTH3hiv0g		11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/23/2019		City of Dripping Springs	17501 · General Counsel	-318.00	1 General Fund
					-318.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01KUZIMBEKA3hiv08		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		TCMUD 12 Litigation	17502 · Litigation	-218.00	1 General Fund
					-218.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01JNJRYAPB3hiv0h		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Gateway to Falconhead SER	16175 · SER Legal & Engineer Fees-W	-228.02	1 General Fund
					-228.02	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01YFGWSOZQY3hiv0o		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		West Cypress Hill Interconnect	17501 · General Counsel	-55.01	1 General Fund
					-55.01	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01SGFHYQRCU3hiv0c		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		City of Austin Interconnect	17501 · General Counsel	-880.00	1 General Fund
					-880.00	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01CMEKSZIMF3hiv0d		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		General Counsel	17501 · General Counsel	-7,500.00	1 General Fund
			Photocopying	17501 · General Counsel	-274.18	1 General Fund
					-7,774.18	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01VVGfZYLAi3hiv0e		11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Deer Creek Ranch	17501 · General Counsel	-79.50	1 General Fund
					-79.50	
Bill Pmt -Check	02/20/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01LWYKEYEGR3hiv0m		11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/23/2019		Sweetwater Wholesale Service Lazy Nine MUD 1A	17501 · General Counsel	-1,038.28	1 General Fund
					<u>-1,038.28</u>	
Bill Pmt -Check	02/20/2019	Lower Colorado River Authority	https://app.bill.com/BillPay?id=blp01XMTHCGIEZ3hiv1t	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Municipal - Reservation Fee	16120 · Raw Water-W	-54,375.00	1 General Fund
			Municipal-Raw Water	16120 · Raw Water-W	-22,143.11	1 General Fund
					<u>-76,518.11</u>	
Bill Pmt -Check	02/20/2019	Lower Colorado River Authority	https://app.bill.com/BillPay?id=blp01WCFOLACYU3hiv1v	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Municipal - Reservation Fee	16120 · Raw Water-W	-2,718.75	1 General Fund
			Municipal-Raw Water	16120 · Raw Water-W	-57.72	1 General Fund
					<u>-2,776.47</u>	
Bill Pmt -Check	02/21/2019	MailFinance	https://app.bill.com/BillPay?id=blp01KDLBNUBUA3hiv2x	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		Postage Machine Lease- Quarterly Billing 12/8/18 - 3/7/19	17855 · Postage & Delivery	-191.85	1 General Fund
					<u>-191.85</u>	
Bill Pmt -Check	02/28/2019	Marcelo's Sand & Loam	https://app.bill.com/BillPay?id=blp01CLZKLKUNP3iirxy	11002 · Bill.com Money Out Clearing		
Bill	02/10/2019		Standard Base	16101 · Maintenance & Repairs-W	-464.04	1 General Fund
					<u>-464.04</u>	
Bill Pmt -Check	02/28/2019	Maxwell Locke & Ritter LLP	https://app.bill.com/BillPay?id=blp01RJYDBOHRG3iiryy	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Auditing Fees- Interim Billing- Sept 30, 2018	17508 · Auditor	-15,000.00	1 General Fund
					<u>-15,000.00</u>	
Bill Pmt -Check	02/06/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01RFIETZPGY3g72xq	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Maintenance & Repair- 2x3" Galvanized Nipple	16101 · Maintenance & Repairs-W	-5.69	1 General Fund
					<u>-5.69</u>	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/20/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01IUKUZTAEW3hiuz6	11002 · Bill.com Money Out Clearing		
Bill	01/30/2019		Maintenance & Repair- Galvanized Steel Pipe and Galvanized Nipp	16101 · Maintenance & Repairs-W	-40.97	1 General Fund
					-40.97	
Bill Pmt -Check	02/20/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01IAWFSHOZB3hiuz9	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Maintenance & Repair- Gate Valve Brass	16101 · Maintenance & Repairs-W	-20.98	1 General Fund
					-20.98	
Bill Pmt -Check	02/20/2019	Municipal Valve & Equipment Co Inc	https://app.bill.com/BillPay?id=blp01NDWEHPWVW3hiv2t	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		Water Plant- Amount Remaining After Return To Calibrate	16101 · Maintenance & Repairs-W	-485.71	1 General Fund
					-485.71	
Bill Pmt -Check	02/25/2019	Municipal Valve & Equipment Co Inc	https://app.bill.com/BillPay?id=blp01LIDTHBSEA3i0b9j	11002 · Bill.com Money Out Clearing		
Bill	02/07/2019		Water Plant- Unit #3 Filter #3 Eff Valve	16101 · Maintenance & Repairs-W	-861.42	1 General Fund
					-861.42	
Bill Pmt -Check	02/06/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01YBCOFMOFF3g72y0	11002 · Bill.com Money Out Clearing		
Bill	01/09/2019		1080 Transmission Main Esmts Design, Approval, Const Admin	26225 · 1080 Bee Cave TM-D&A	-4,125.00	5 Capital Projects Fund
					-4,125.00	
Bill Pmt -Check	02/27/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01LHISLIHTQ3i0b9q	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Hamilton Pool Road Pump Station Conversion and Upgrade	26205 · HPR Conv & Upgrade to 1500-D&A	-3,757.50	5 Capital Projects Fund
					-3,757.50	
Bill Pmt -Check	02/27/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MTMSRRIEZ3i0b9n	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		1340 Elevated Storage Tank Design, Approval & Const. Admin	26125 · 1340 EST-D&A	-8,353.45	5 Capital Projects Fund
					-8,353.45	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/27/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01DTWDMPDUI3i0b9p	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		1080 Transmission Main Esmts Design, Approval, Const Admin	26225 · 1080 Bee Cave TM-D&A	-2,000.00	5 Capital Projects Fund
					-2,000.00	
Bill Pmt -Check	02/27/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01ZPIYNRBTB3i0b9o	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Raw Water Intake Upgrade & Rehab	26015 · RWI/PS Expansion Ph 1-D&A	-43.75	5 Capital Projects Fund
					-43.75	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01KGDXXNJZZ3iirzh	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Bohls WWTP Exp Design, Approval & Const Admin	26315 · Bohls WWTP Expansion-D&A	-9,401.25	5 Capital Projects Fund
					-9,401.25	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01HIIZNRGQH3iirzk	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Zebra Mussels Control System	17503 · Engineering	-237.50	1 General Fund
					-237.50	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01JEUNNWOZS3iirzg	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Beneficial Water Recycling Facility Design and TCEQ Permitting	26326 · Beneficial Recycling Fac-D&A	-3,601.25	5 Capital Projects Fund
					-3,601.25	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01SMYYCYWJM3iirzj	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		WBCPS Ground Storage Tank #2 Design, Approval & CA	26215 · WBCPS GST 2 Upgrade Ph 2&3-D	-1,376.25	5 Capital Projects Fund
					-1,376.25	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01GASNGWJBE3iirze	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		MUD22 EST Construction Oversight	16178 · Construction Inspection Fees-W	-823.34	1 General Fund
					-823.34	

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Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01OOLCYJOZV3iirzi	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		RWL #2 Design, Permitting & Const Admin	26025 · RW TM #2-D&A	-1,520.00	5 Capital Projects Fund
					-1,520.00	
Bill Pmt -Check	02/28/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01GJWBEXAUR3iirzf	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		1340 Water Line Construction Admin	26145 · 1340 TM-D&A	-6,236.81	5 Capital Projects Fund
					-6,236.81	
Bill Pmt -Check	02/06/2019	Neltronics	https://app.bill.com/BillPay?id=blp01ATPDPIYEA3g72z1	11002 · Bill.com Money Out Clearing		
Bill	01/18/2019		Service- Install New Alumn Pump #1	16190 · Other Expenses-W	-500.00	1 General Fund
					-500.00	
Bill Pmt -Check	02/20/2019	Neltronics	https://app.bill.com/BillPay?id=blp01YMJRVEVAT3hiv03	11002 · Bill.com Money Out Clearing		
Bill	01/18/2019		Service- Install New CL2 Leak Detection System	16190 · Other Expenses-W	-1,584.64	1 General Fund
					-1,584.64	
Bill Pmt -Check	02/28/2019	Neltronics	https://app.bill.com/BillPay?id=blp01AGRWGHFJT3iirz4	11002 · Bill.com Money Out Clearing		
Bill	02/07/2019		Service- Install New Alumn Pump #4	16101 · Maintenance & Repairs-W	-500.00	1 General Fund
					-500.00	
Bill Pmt -Check	02/25/2019	Neopost	https://app.bill.com/BillPay?id=blp01TMKCGINQU3i0b8v	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Postage	17855 · Postage & Delivery	-300.00	1 General Fund
					-300.00	
Bill Pmt -Check	02/06/2019	Omni Site	https://app.bill.com/BillPay?id=blp01JSNGZRROU3g72yt	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Wireless Service - Lift Station #21	16280 · Contracted Services-WW	-263.90	1 General Fund
					-263.90	

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Bill Pmt -Check	02/20/2019	Pedernales 140950	https://app.bill.com/BillPay?id=blp01BJPYYHNNM3hiv11	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Utility Expense- County Line Pump Station	16161 · Electric-W	-40.22	1 General Fund
					-40.22	
Bill Pmt -Check	02/20/2019	Pedernales 196270	https://app.bill.com/BillPay?id=blp01IFFEPSNVB3hiv13	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Utility Expense-Pump Station 5	16161 · Electric-W	-533.93	1 General Fund
					-533.93	
Bill Pmt -Check	02/20/2019	Pedernales 036972	https://app.bill.com/BillPay?id=blp01TZXESRPDV3hiv15	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Utility Expense- Pump Station 6- 1/5/2019 - 2/5/2019	16161 · Electric-W	-58.32	1 General Fund
					-58.32	
Bill Pmt -Check	02/20/2019	Pedernales 222795	https://app.bill.com/BillPay?id=blp01BIWCDZESC3hiv17	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Utility Expense-County Line Pump Station	16161 · Electric-W	-4,968.20	1 General Fund
					-4,968.20	
Bill Pmt -Check	02/20/2019	Pedernales 265199	https://app.bill.com/BillPay?id=blp01HOWUIMUBL3hiv19	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Utility Expense-Elevated Storage #2	16161 · Electric-W	-115.73	1 General Fund
					-115.73	
Bill Pmt -Check	02/20/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01IVRMRBREK3hiuyq	11002 · Bill.com Money Out Clearing		
Bill	01/28/2019		Postage- Sending Pressure Logger For Calibration	17855 · Postage & Delivery	-10.24	1 General Fund
					-10.24	
Bill Pmt -Check	02/28/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01MMRFINRFK3iirxu	11002 · Bill.com Money Out Clearing		
Bill	02/08/2019		Postage- MER's For Jan 2019	17855 · Postage & Delivery	-14.90	1 General Fund
					-14.90	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/06/2019	Precision Calibrate Meter Services	https://app.bill.com/BillPay?id=blp01LSEIYHGUS3g72yd	11002 · Bill.com Money Out Clearing		
Bill	01/13/2019		Meter Change Out- Lakepointe WWTP Final Meter	16201 · Maintenance & Repairs-WW	-4,372.00	1 General Fund
					-4,372.00	
Bill Pmt -Check	02/06/2019	PSI-Pump Solutions,Inc	https://app.bill.com/BillPay?id=blp01SCPOMJYFG3g72z3	11002 · Bill.com Money Out Clearing		
Bill	01/18/2019		Replacement Parts For Vapex Unit	16201 · Maintenance & Repairs-WW	-618.35	1 General Fund
					-618.35	
Bill Pmt -Check	02/27/2019	PSI-Pump Solutions,Inc	https://app.bill.com/BillPay?id=blp01PRDJZPMJU3i0b9s	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Lakepointe-Install Tubing and Check Valve	16201 · Maintenance & Repairs-WW	-2,079.28	1 General Fund
					-2,079.28	
Bill Pmt -Check	02/28/2019	Ready Refresh	https://app.bill.com/BillPay?id=blp01FVSTUWZNL3iirza	11002 · Bill.com Money Out Clearing		
Bill	02/19/2019		Water Delivery & Rental Fees	17845 · Office Supplies	-130.43	1 General Fund
					-130.43	
Bill Pmt -Check	02/20/2019	Rent Equip, LLC	https://app.bill.com/BillPay?id=blp01QPOLCIPTU3hiv01	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Repair & Maintenance- Hammer and Extension Cord	16101 · Maintenance & Repairs-W	-116.00	1 General Fund
					-116.00	
Bill Pmt -Check	02/28/2019	S.J. Louis Construction of TX	https://app.bill.com/BillPay?id=blp01WNOQMGMU3iiry2	11002 · Bill.com Money Out Clearing		
Bill	02/13/2019		1340 Transmission Main- Pay App 6	26150 · 1340 TM-C	-292,365.50	5 Capital Projects Fund
					-292,365.50	
Bill Pmt -Check	02/07/2019	Silver Electric and Solar	https://app.bill.com/BillPay?id=blp01SSIYWRMPV3g72zf	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Maintenance & Repair- Pump Station #1	16101 · Maintenance & Repairs-W	-1,900.00	1 General Fund
					-1,900.00	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/07/2019	Silver Electric and Solar	https://app.bill.com/BillPay?id=blp01IZYSMSCQI3g72zd	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Maintenance & Repair- Pump Station #5	16101 · Maintenance & Repairs-W	-1,900.00	1 General Fund
					-1,900.00	
Bill Pmt -Check	02/07/2019	Silver Electric and Solar	https://app.bill.com/BillPay?id=blp01TRBQNZZHS3g72ze	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Maintenance & Repair- Pump Station #2	16101 · Maintenance & Repairs-W	-5,800.00	1 General Fund
					-5,800.00	
Bill Pmt -Check	02/06/2019	Techline Pipe, LP	https://app.bill.com/BillPay?id=blp01XKOOAGBDF3g72y9	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Repair & Maintenance-coupling & gasket joints	16101 · Maintenance & Repairs-W	-1,146.60	1 General Fund
					-1,146.60	
Bill Pmt -Check	02/06/2019	Techline Pipe, LP	https://app.bill.com/BillPay?id=blp01RUANFWICV3g72y8	11002 · Bill.com Money Out Clearing		
Bill	01/11/2019		Repair & Maintenance-flange & pipe	16101 · Maintenance & Repairs-W	-1,020.75	1 General Fund
					-1,020.75	
Bill Pmt -Check	02/25/2019	Techline Pipe, LP	https://app.bill.com/BillPay?id=blp01SVBQFAJIE3i0b8z	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Repair & Maintenance- 2" Companion Flange For Steel and 2" Zinc	16101 · Maintenance & Repairs-W	-28.76	1 General Fund
					-28.76	
Bill Pmt -Check	02/25/2019	Texas Commission on Environmental	Check 15361	11118 · Manager Ckg 8314		
Bill	01/31/2019		2018 Annual Revenue & Regulatory Assessment Fee	12451 · Bee Cave 231	-55,075.43	1 General Fund
			2018 Annual Revenue & Regulatory Assessment Fee	12452 · Bee Cave So-237	-12,532.59	1 General Fund
			2018 Annual Revenue & Regulatory Assessment Fee	12453 · Homestead-466	-1,265.89	1 General Fund
			2018 Annual Revenue & Regulatory Assessment Fee	12454 · 290/HPR-477	-23,718.25	1 General Fund
					-92,592.16	
Bill Pmt -Check	02/25/2019	Texas Excavation Safety System, Inc.	https://app.bill.com/BillPay?id=blp01RTUVUIVLX3i0b93	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/31/2019		Message Fees- January 2019	16180 · Contracted Services-W	-664.05 -664.05	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01UJJUFKWTN3i0b8p	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Z Store 290 West	16178 · Construction Inspection Fees-W	-840.00 -840.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01VARNPOKXI3i0b8n	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Sunset Canyon Baptist Church	16178 · Construction Inspection Fees-W	-140.00 -140.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01MKLRFNRIH3i0b8l	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Signal Hill Estates	16178 · Construction Inspection Fees-W	-1,890.00 -1,890.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01YLRLYBKZV3i0b8k	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Pure Wash Car Wash	16178 · Construction Inspection Fees-W	-280.00 -280.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01MFWORCEDI3i0b8m	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Spillman Ranch Phase 1, Section 10	16178 · Construction Inspection Fees-W	-2,240.00 -2,240.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01HPNKCIYPE3i0b8o	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Sweetwater Crossing Phase 2	16178 · Construction Inspection Fees-W	-1,260.00 -1,260.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01QHLDZETSZ3iiryc	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/22/2019		Construction Inspection Fees- Driftwood Phase 1, Section 2	16178 · Construction Inspection Fees-W	-210.00 -210.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01OZJJOQPBK3iiryn	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Provence Phase 1, Section 1	16178 · Construction Inspection Fees-W	-1,120.00 -1,120.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01CIEHLBVPS3iiryd	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Falconhead Office	16178 · Construction Inspection Fees-W	-1,050.00 -1,050.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01FOEANNENP3iiryi	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Lakes Edge- ARV Relocation	16178 · Construction Inspection Fees-W	-700.00 -700.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01NPIWEROAT3iiryl	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees-Parten Ranch Phase 2	16178 · Construction Inspection Fees-W	-2,240.00 -2,240.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01LRUVINOC3iiryb	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Premier Dance Studio- Dripping Sprin	16178 · Construction Inspection Fees-W	-420.00 -420.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01QPHAEPDCD3iiry7	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Austin Ridge Bible Church- ARV Rel	16178 · Construction Inspection Fees-W	-420.00 -420.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01TVQCDNYVI3iiry4	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/22/2019		Construction Inspection Fees- Animal Care Clinic	16178 · Construction Inspection Fees-W	-1,120.00 -1,120.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01HUGCOBQST3iiry9	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Burba Ranch	16178 · Construction Inspection Fees-W	-140.00 -140.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01HYHNZVACV3iiry5	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Anthem at LedgeStone Apartments	16178 · Construction Inspection Fees-W	-2,240.00 -2,240.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01CYIRNDCME3iiry8	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Bee Cave Professional Park	16178 · Construction Inspection Fees-W	-1,330.00 -1,330.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01NMRCZOWPJ3iiryg	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Lake Travis Fire ESD No 606	16178 · Construction Inspection Fees-W	-210.00 -210.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01TYFCYMBRW3iiryf	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Key Ranch Section 3	16178 · Construction Inspection Fees-W	-140.00 -140.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01ZPDBLCDDY3iiryk	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees-Parten Ranch Phase 1	16178 · Construction Inspection Fees-W	-700.00 -700.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01NUXDHXQTK3iiryj	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/22/2019		Construction Inspection Fees- Park at Bee Cave	16178 · Construction Inspection Fees-W	-420.00 -420.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01KOFEJIDSC3iiry6	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Austin Java- Dripping Springs	16178 · Construction Inspection Fees-W	-140.00 -140.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01MQLCLKGB3iiry6	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Provence EST & 16" Waterline	16178 · Construction Inspection Fees-W	-210.00 -210.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01HIVUSVIQO3iiryh	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Lake Travis Middle School	16178 · Construction Inspection Fees-W	-280.00 -280.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01SERSAKXS3iiry6	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Highpointe Phase 1, Section 3A	16178 · Construction Inspection Fees-W	-2,730.00 -2,730.00	1 General Fund
Bill Pmt -Check	02/28/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01LJAGCMXJH3iirya	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Construction Inspection Fees- Creeks Edge	16178 · Construction Inspection Fees-W	-280.00 -280.00	1 General Fund
Bill Pmt -Check	02/25/2019	The Wallace Group Inc	https://app.bill.com/BillPay?id=blp01AYZUVURSU3i0b9b	11002 · Bill.com Money Out Clearing		
Bill	02/05/2019		TO #15 Construction Admin	45035 · Tank & PS Repainting-D&A	-805.00	2 Facilities Fund
			TO #15 Inspection Boswell	45035 · Tank & PS Repainting-D&A	-2,795.00 -3,600.00	2 Facilities Fund

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/20/2019	Time Warner 27088	https://app.bill.com/BillPay?id=blp01LFKKLUCLB3hiv1x	11002 · Bill.com Money Out Clearing		
Bill	02/10/2019		Internet Service- LakePointe WWTP	16263 · Internet-WW	-130.66	1 General Fund
					-130.66	
Bill Pmt -Check	02/06/2019	Time Warner 39409	https://app.bill.com/BillPay?id=blp01JUFAZNEMJ3g72yb	11002 · Bill.com Money Out Clearing		
Bill	01/22/2019		Phone Service- LS #20	16262 · Telephone-WW	-102.68	1 General Fund
					-102.68	
Bill Pmt -Check	02/28/2019	Time Warner 39409	https://app.bill.com/BillPay?id=blp01ZCDOJUKVX3iirzm	11002 · Bill.com Money Out Clearing		
Bill	02/22/2019		Phone Service- LS #20	16262 · Telephone-WW	-102.68	1 General Fund
					-102.68	
Bill Pmt -Check	02/20/2019	Time Warner 70172	https://app.bill.com/BillPay?id=blp01TMNRVGZMU3hiv0v	11002 · Bill.com Money Out Clearing		
Bill	02/04/2019		Internet- Water Plant	16163 · Internet-W	-239.99	1 General Fund
					-239.99	
Bill Pmt -Check	02/21/2019	Time Warner 70172	ACH	11118 · Manager Ckg 8314		
Bill	02/04/2019		Internet- Water Plant	12405 · Due to Others	-239.99	1 General Fund
					-239.99	
Bill Pmt -Check	02/06/2019	TML MultiState Intergovernmental EBP	https://app.bill.com/BillPay?id=blp01SEQZMTWVL3g72xs	11002 · Bill.com Money Out Clearing		
Bill	01/16/2019		Employee Medical Benefits-February 2019	12307-1 · Medical	-25,541.84	1 General Fund
			Employee Dental Benefits-February 2019	12307-3 · Dental	-1,495.36	1 General Fund
			Employee Vision Benefits-February 2019	12307-2 · Vision	-558.00	1 General Fund
			Group Life Benefit-Life/AD&D-February 2019	12308 · Group Life Ins	-1,799.48	1 General Fund
			Group Life Benefit- LTD/STD-February 2019	12309 · LTD/STD/ADD	-1,955.19	1 General Fund
					-31,349.87	
Bill Pmt -Check	02/28/2019	TML MultiState Intergovernmental EBP	https://app.bill.com/BillPay?id=blp01TILRXFXGM3iiryw	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	02/17/2019		Employee Medical Benefits-March 2019	12307-1 · Medical	-25,541.84	1 General Fund
			Employee Dental Benefits-March 2019	12307-3 · Dental	-1,495.36	1 General Fund
			Employee Vision Benefits-March 2019	12307-2 · Vision	-558.00	1 General Fund
			Group Life Benefit-Life/AD&D-March 2019	12308 · Group Life Ins	-1,799.48	1 General Fund
			Group Life Benefit- LTD/STD-March 2019	12309 · LTD/STD/ADD	-1,955.19	1 General Fund
					<u>-31,349.87</u>	
Bill Pmt -Check	02/25/2019	Travis Industries, LLC	https://app.bill.com/BillPay?id=blp01JEWKXCJN3i0b8r	11002 · Bill.com Money Out Clearing		
Bill	02/06/2019		Uplands WTP & HS Pump Station	45030 · Uplands WTP Off/Trident Bld-C	-93,746.95	2 Facilities Fund
					<u>-93,746.95</u>	
Bill Pmt -Check	02/20/2019	United Rentals, Inc.	https://app.bill.com/BillPay?id=blp01FMJTFRKE3hiuyu	11002 · Bill.com Money Out Clearing		
Bill	01/31/2019		Maintenance & repair 3" Centrifugal Pump	16101 · Maintenance & Repairs-W	-1,749.60	1 General Fund
					<u>-1,749.60</u>	
Bill Pmt -Check	02/28/2019	United Site Services of Texas, Inc.	https://app.bill.com/BillPay?id=blp01HQJNNLUEO3iirxw	11002 · Bill.com Money Out Clearing		
Bill	02/12/2019		Lakepointe	16290 · Other Expense-WW	-114.33	1 General Fund
					<u>-114.33</u>	
Bill Pmt -Check	02/06/2019	USABlueBook	https://app.bill.com/BillPay?id=blp01JQHMWJSCA3g72yv	11002 · Bill.com Money Out Clearing		
Bill	01/17/2019		Repair & Maintenance- Supplies	16101 · Maintenance & Repairs-W	-1,624.41	1 General Fund
					<u>-1,624.41</u>	
Bill Pmt -Check	02/13/2019	USABlueBook	https://app.bill.com/BillPay?id=blp01KAZWMLJCX3g72zp	11002 · Bill.com Money Out Clearing		
Bill	01/29/2019		Repair & Maintenance- Supplies	16101 · Maintenance & Repairs-W	-1,495.59	1 General Fund
					<u>-1,495.59</u>	
Bill Pmt -Check	02/20/2019	USIC Locating Services, LLC	https://app.bill.com/BillPay?id=blp01JQPHQQVTY3hiv1z	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/31/2019		Locating Services- 1/1/2019 to 1/31/2019	16180 · Contracted Services-W	-4,219.91	1 General Fund
					-4,219.91	
Bill Pmt -Check	02/06/2019	Vintage IT Services	https://app.bill.com/BillPay?id=blp01DNSGHGUMS3g72z7	11002 · Bill.com Money Out Clearing		
Bill	01/21/2019		IT Services- February 2019	17507 · IT Support Services	-3,157.00	1 General Fund
					-3,157.00	
Bill Pmt -Check	02/28/2019	Waste Management of Texas	https://app.bill.com/BillPay?id=blp01LTXQUFPLV3iirz0	11002 · Bill.com Money Out Clearing		
Bill	02/01/2019		Garbage Expense	16164 · Other-W	-477.24	1 General Fund
			Garbage Expense	16264 · Other-WW	-477.23	1 General Fund
					-954.47	
Bill Pmt -Check	02/06/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01VSJJYXIFA3g72xy	11002 · Bill.com Money Out Clearing		
Bill	01/07/2019		Emerg Svc- LS #16 pump failure	16201 · Maintenance & Repairs-WW	-2,167.50	1 General Fund
					-2,167.50	
Bill Pmt -Check	02/20/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01DWAQIHKZB3hiuz3	11002 · Bill.com Money Out Clearing		
Bill	01/25/2019		Lift Station Cleaning- Lift Station #22	16240 · Sludge Disposal-WW	-1,200.00	1 General Fund
					-1,200.00	
Bill Pmt -Check	02/20/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01ZWILXTCMP3hiuz0	11002 · Bill.com Money Out Clearing		
Bill	01/01/2019		Sludge Disposal- Bohls WWTP	16240 · Sludge Disposal-WW	-17,250.00	1 General Fund
					-17,250.00	
Bill Pmt -Check	02/20/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01COAGBSQCS3hiuz1	11002 · Bill.com Money Out Clearing		
Bill	01/25/2019		Lift Station Cleaning- Bohls WWTP	16240 · Sludge Disposal-WW	-1,440.00	1 General Fund
					-1,440.00	
Bill Pmt -Check	02/20/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01KOTLVXTOC3hiuzy	11002 · Bill.com Money Out Clearing		

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill	01/01/2019		Sludge Disposal- WTP	16140 · Sludge Disposal-W	-20,125.00	1 General Fund
					-20,125.00	
Bill Pmt -Check	02/20/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01GRAJEGMSH3hiuyx	11002 · Bill.com Money Out Clearing		
Bill	01/01/2019		Sludge Disposal- Lakepointe WWTP	16240 · Sludge Disposal-WW	-20,125.00	1 General Fund
					-20,125.00	
Bill Pmt -Check	02/27/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01EAZPLJCTE3i0b9x	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Lift Station Cleaning- Lift Station #5	16240 · Sludge Disposal-WW	-1,200.00	1 General Fund
					-1,200.00	
Bill Pmt -Check	02/27/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01ZRQGSSTEV3i0b9u	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Lift Station Cleaning- Bohls WWTP	16240 · Sludge Disposal-WW	-1,440.00	1 General Fund
					-1,440.00	
Bill Pmt -Check	02/27/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01BGELHKBCU3i0b9w	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Lift Station Cleaning- Lift Station #14	16240 · Sludge Disposal-WW	-1,440.00	1 General Fund
					-1,440.00	
Bill Pmt -Check	02/27/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01FUAINCMB3i0b9v	11002 · Bill.com Money Out Clearing		
Bill	02/11/2019		Lift Station Cleaning- Lift Station #11	16240 · Sludge Disposal-WW	-1,080.00	1 General Fund
					-1,080.00	
Bill Pmt -Check	02/28/2019	Waterloo Exteriors & Repairs	https://app.bill.com/BillPay?id=blp01RULPLKDJQ3iirxp	11002 · Bill.com Money Out Clearing		
Bill	12/18/2018		Duplicate Payment for Labor	11540 · Due from Others	-4,740.00	1 General Fund
					-4,740.00	

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Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	02/28/2019	Waterloo Exteriors & Repairs	https://app.bill.com/BillPay?id=blp01RZQHOKVGO3iirxq	11002 · Bill.com Money Out Clearing		
Bill	02/26/2019		Fence Repairs- Station #3 and #9-Final Invoice	45300 · Wastewater System Large M&R	-4,690.00	2 Facilities Fund
					-4,690.00	
Bill Pmt -Check	02/20/2019	Whitakers Auto Body & Paint	https://app.bill.com/BillPay?id=blp01ATVWYITFK3hiv0s	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Vehicle Repair- 2015 Silverado- Gonzalez, Lazarus	17702 · Vehicle Maint & Repair	-1,553.92	1 General Fund
			Vehicle Repair-2015 Silverado- Gonzales, Lazarus- Due from TML	11540 · Due from Others	-808.51	1 General Fund
					-2,362.43	
Bill Pmt -Check	02/20/2019	Whitakers Auto Body & Paint	https://app.bill.com/BillPay?id=blp01PNRKOBYP3hiv0t	11002 · Bill.com Money Out Clearing		
Bill	01/23/2019		Vehicle Repair- 2014 Silverado- Harkrider, Bubba	17702 · Vehicle Maint & Repair	-3,411.45	1 General Fund
					-3,411.45	
GRAND TOTAL					\$ (5,288,478.85)	

ITEM C



Murfee Engineering Company

March 14th, 2019

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

Re: WTCPUA 1340 Transmission Main CIP Project – Recommendation for Pay Application No. 8

President Roberts & Board:

Please find attached Pay Application No. 8 dated February 26th, 2019 from S.J. Louis Construction of Texas, Ltd. for the above-referenced project. The work generally consists of trenching, pipe and appurtenance installation and tie-ins, with minor amounts of traffic control and general site maintenance. The work has been inspected and verified in the field and the application appears to be correct and is consistent with the Contract Documents and quantity estimates. The billing includes a substantial amount of material on hand, and documentation as well as field verification of the amounts have been performed. I therefore recommend approval and payment of Pay Application No. 8 in the amount of five hundred two thousand five hundred ninety and 29/100 dollars (\$502,590.29). Please feel free to contact me at your convenience if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dennis Lozano, P.E.', is written over a faint, light blue circular stamp or watermark.

Dennis Lozano, P.E.

Attachments: Complete package for Pay Application No. 8

CC: Robert Pugh, P.E. – WTCPUA
Judith Coker – WTCPUA
Kelli Kirkley – WTCPUA
MEC File No. 11051.89D

CONSTRUCTION PAY APPLICATION CERTIFICATION FORMPAY APPLICATION NO.
DATE8
2/26/2019

PROJECT: 1340 TRANSMISSION MAIN

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
10515 Gulfdale Drive Suite 111
San Antonio, TX 78216

FOR PERIOD

1/26/2019

TO

2/25/2019

OWNER: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
12117 Bee Cave Rd. Building 3, Suite 120
Bee Cave, Texas 78738ENGINEER: MURFEE ENGINEERING COMPANY
1101 Capital Of Texas Highway South, Bldg D.
Austin, Texas 78746

ORIGINAL WATER CONTRACT AMOUNT:	\$2,313,549.42
CHANGE ORDER(S) APPROVED:	\$97,843.31
TOTAL CONTRACT AMOUNT:	\$2,411,392.73
CHANGE ORDER PERCENTAGE:	4.06%

TOTAL WATER WORK COMPLETED TO DATE:	\$ 1,812,599.00
CHANGE ORDER(S) COMPLETED TO DATE:	\$ 141,066.07
MATERIALS STORED ON-SITE:	\$ 129,575.66
TOTAL VALUE OF WORK TO DATE:	\$ 2,083,240.73
LESS 10% RETAINED:	\$ 208,324.07
LESS PREVIOUS PAYMENT(S):	\$ 1,372,326.37
AMOUNT DUE THIS PERIOD:	<u>\$ 502,590.29</u>

Certification is hereby made that this estimate is true, correct and eligible for payment.



2/27/19

S.J. Louis Construction of Texas, Ltd

Date

WTCPUA Construction Inspector

Date

Owner Representative

Date


Design Engineer3-14-19
Date

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
1340 TRANSMISSION MAIN

OWNER: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
12117 Bee Cave Rd. Building 3, Suite 120
Bee Cave, Texas 78738

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.
ADDRESS: 10515 Gulfstate Drive Suite 111
San Antonio, TX 78216

PAY ESTIMATE NO.

8

ITEM	DESCRIPTION	Contract QTY	Unit	UNIT PRICE	CONTRACT AMOUNT	PREV. QTY	CURRENT QTY	TOTAL QTY	TOTAL AMOUNT
Segment A									
E-1	Silt Fence Installation And Maintenance	2215.00	Linear Foot	\$ 2.00	\$ 4,430.00	2,215.00	0.00	2,215.00	\$ 4,430.00
E-2	Rock Berm Installation And Maintenance	0.00	Linear Foot	\$ 26.50	\$ -	0.00	0.00	0.00	\$ -
E-3	Stabilized Construction Entrance Installation And Maintenance	2.00	Each	\$ 1,500.00	\$ 3,000.00	2.00	0.00	2.00	\$ 3,000.00
E-4	Restoration Within The Limits Of Construction	12119.00	Square Yard	\$ 0.50	\$ 6,059.50	0.00	5,600.00	5,600.00	\$ 2,800.00
E-5	Soil Retention Blanket (Term) Installation And Maintenance	0.00	Square Yard	\$ 1.25	\$ -	0.00	0.00	0.00	\$ -
E-6	Erosion Control Dewatering System Installation And Maintenance	1.00	Each	\$ 1,500.00	\$ 1,500.00	0.00	0.00	0.00	\$ -
E-7	Tree Protection Installation And Maintenance	970.00	Linear Foot	\$ 3.00	\$ 2,910.00	970.00	0.00	970.00	\$ 2,910.00
E-8	Clearing, Mulching And Tree Fertilization	0.90	Acre	\$ 17,600.00	\$ 15,840.00	0.90	0.00	0.90	\$ 15,840.00
E-9	Orange Construction Fence	1000.00	Linear Foot	\$ 2.00	\$ 2,000.00	1,000.00	0.00	1,000.00	\$ 2,000.00
W-1-A	20-Inch Water Transmission, Unrestrained	1367.00	Linear Foot	\$ 132.00	\$ 180,444.00	0.00	749.11	749.11	\$ 98,882.52
W-1-B	20-Inch Water Transmission, Unrestrained - Trenching	1367.00	Linear Foot	\$ 15.00	\$ 20,505.00	0.00	749.11	749.11	\$ 11,236.65
W-2-A	20-Inch Water Transmission Main Restrained	895.00	Linear Foot	\$ 165.00	\$ 147,675.00	0.00	263.11	263.11	\$ 43,413.15
W-2-B	20-Inch Water Transmission Main Restrained - Trenching	895.00	Linear Foot	\$ 15.00	\$ 13,425.00	0.00	263.11	263.11	\$ 3,946.65
W-3	30-Inch Steel Encasement Pipe Installation	169.00	Linear Foot	\$ 570.00	\$ 96,330.00	169.00	0.00	169.00	\$ 96,330.00
W-4	12-Inch Waterline	20.00	Linear Foot	\$ 60.00	\$ 1,200.00	0.00	0.00	0.00	\$ -
W-5	20-Inch Gate Valve	1.00	Each	\$ 13,400.00	\$ 13,400.00	0.00	0.00	0.00	\$ -
W-6	12-Inch Gate Valve	2.00	Each	\$ 5,650.00	\$ 11,300.00	0.00	0.00	0.00	\$ -
W-7	3-Inch Air Release Valve	1.00	Each	\$ 9,630.00	\$ 9,630.00	0.00	0.00	0.00	\$ -
W-8	6-Inch Hydrant Assembly	1.00	Each	\$ 3,700.00	\$ 3,700.00	0.00	0.00	0.00	\$ -
T-1	Traffic Control	1.00	Lump Sum	\$ 10,000.00	\$ 10,000.00	0.80	0.20	1.00	\$ 10,000.00
T-2	Trench Safety	2262.00	Linear Foot	\$ 0.01	\$ 22.62	0.00	0.00	0.00	\$ -
SEGMENT A SUBTOTAL									\$ 294,788.97

Alternate Bid Item Price									
A-W3	Open Cut Installation 30-Inch Steel Encasement Pipe	95.00	Linear Foot	\$ 100.00	\$ 9,500.00	0.00	0.00	0.00	\$ -
Segment B & C									
E-1	Silt Fence Installation And Maintenance	8350.00	Linear Foot	\$ 2.00	\$ 16,700.00	8,350.00	0.00	8,350.00	\$ 16,700.00
E-2	Rock Berm Installation And Maintenance	50.00	Linear Foot	\$ 26.50	\$ 1,325.00	0.00	0.00	0.00	\$ -
E-3	Stabilized Construction Entrance Installation And Maintenance	10.00	Each	\$ 1,500.00	\$ 15,000.00	8.00	0.00	8.00	\$ 12,000.00
E-4	Restoration Within The Limits Of Construction	48400.00	Square Yard	\$ 0.50	\$ 24,200.00	0.00	0.00	0.00	\$ -
E-5	Soil Retention Blanket (Term) Installation And Maintenance	500.00	Square Yard	\$ 1.25	\$ 625.00	0.00	0.00	0.00	\$ -
E-6	Erosion Control Dewatering System Installation And Maintenance	2.00	Each	\$ 1,500.00	\$ 3,000.00	0.00	0.00	0.00	\$ -
E-7	Tree Protection Installation And Maintenance	1027.00	Linear Foot	\$ 3.00	\$ 3,081.00	1,027.00	0.00	1,027.00	\$ 3,081.00
E-8	Clearing, Mulching And Tree Fertilization	0.00	Acre	\$ 17,600.00	\$ -	0.00	0.00	0.00	\$ -
E-9	Orange Construction Fence	1000.00	Linear Foot	\$ 2.00	\$ 2,000.00	0.00	0.00	0.00	\$ -
W-1-A	20-Inch Water Transmission Main Unrestrained	6196.00	Linear Foot	\$ 132.00	\$ 817,872.00	4,573.00	950.46	5,523.46	\$ 729,096.72
W-1-B	20-Inch Water Transmission, Unrestrained - Trenching	6196.00	Linear Foot	\$ 15.00	\$ 92,940.00	4,573.00	950.46	5,523.46	\$ 82,851.90
W-2-A	20-Inch Water Transmission Main Restrained	1815.00	Linear Foot	\$ 164.00	\$ 297,660.00	1,044.02	487.32	1,531.34	\$ 251,139.76
W-2-B	20-Inch Water Transmission Main Restrained - Trenching	1815.00	Linear Foot	\$ 15.00	\$ 27,225.00	1,044.02	487.32	1,531.34	\$ 22,970.10
W-3	30-Inch Steel Encasement Pipe Installation	372.00	Linear Foot	\$ 485.00	\$ 180,420.00	372.00	0.00	372.00	\$ 180,420.00
W-4	12-Inch Waterline	55.00	Linear Foot	\$ 36.00	\$ 1,980.00	55.00	0.00	55.00	\$ 1,980.00
W-5	20-Inch Gate Valve	5.00	Each	\$ 13,400.00	\$ 67,000.00	3.00	1.00	4.00	\$ 53,600.00
W-6	12-Inch Gate Valve	1.00	Each	\$ 5,650.00	\$ 5,650.00	1.00	0.00	1.00	\$ 5,650.00
W-7	3-Inch Air Release Valve	6.00	Each	\$ 9,630.00	\$ 57,780.00	5.00	0.00	5.00	\$ 48,150.00
W-8	6-Inch Hydrant Assembly	6.00	Each	\$ 4,400.00	\$ 26,400.00	4.00	1.00	5.00	\$ 22,000.00
W-9	8-Inch Inset Valve	2.00	Each	\$ 15,000.00	\$ 30,000.00	1.00	0.00	1.00	\$ 15,000.00
W-10	8-Inch Gate Valve	3.00	Each	\$ 5,000.00	\$ 15,000.00	1.00	0.00	1.00	\$ 5,000.00
W-11	Additional Cut-Back Fill	772.00	Linear Foot	\$ 20.00	\$ 15,440.00	0.00	455.00	455.00	\$ 9,100.00
W-12	Connection Sta. 56+58	1.00	Lump Sum	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00
W-13	Connection Sta. 58+83	1.00	Lump Sum	\$ 4,000.00	\$ 4,000.00	1.00	0.00	1.00	\$ 4,000.00
W-14	Connection Sta. 92+05	1.00	Lump Sum	\$ 10,000.00	\$ 10,000.00	1.00	0.00	1.00	\$ 10,000.00
W-15	Connection Sta. 112+69	1.00	Lump Sum	\$ 9,000.00	\$ 9,000.00	1.00	0.00	1.00	\$ 9,000.00
W-16	Concrete Retard	4.00	Each	\$ 200.00	\$ 800.00	0.00	0.00	0.00	\$ -
W-17	Driveway Repair	20.00	Linear Foot	\$ 200.00	\$ 4,000.00	0.00	0.00	0.00	\$ -
T-1	Traffic Control	1.00	Lump Sum	\$ 27,000.00	\$ 27,000.00	0.70	0.30	1.00	\$ 27,000.00
T-2	Trench Safety	8030.00	Linear Foot	\$ 0.01	\$ 80.30	150.00	6,904.80	7,054.80	\$ 70.55
T-3	Replace Existing Irrigation Line	50.00	Linear Foot	\$ 100.00	\$ 5,000.00	0.00	0.00	0.00	\$ -
SEGMENT B & C SUBTOTAL									\$ 1,517,810.03

CHANGE ORDER

1	Proposal #2 - 30-inch steel encasement pipe installation	9.00	Linear Foot	\$ 485.00	\$ 4,365.00	9.00	0.00	9.00	\$ 4,365.00
1	Proposal #2 - 20-inch Water Transmission, Unrestrained - Trenching	-9.00	Linear Foot	\$ 15.00	\$ (135.00)	0.00	0.00	0.00	\$ -
1	Proposal #4 - Bellera Crossing Modifications	1.00	Lump Sum	\$ 15,001.66	\$ 15,001.66	1.00	0.00	1.00	\$ 15,001.66
2	Proposal #5 - Tree Modifications Additions	1.00	Lump Sum	\$ 11,232.24	\$ 11,232.24	0.00	0.00	0.00	\$ -
2	Proposal #5 - Item W-1-A - 20-inch Water Transmission, Unrestrained	-60.00	Linear Foot	\$ 132.00	\$ (7,920.00)	0.00	0.00	0.00	\$ -
2	Proposal #6 - 290 Connecting Modifications Additions	1.00	Lump Sum	\$ 3,055.57	\$ 3,055.57	1.00	0.00	1.00	\$ 3,055.57
2	Proposal #6 - Item W-9 - 8-inch Inset Valve	-1.00	Each	\$ 15,000.00	\$ (15,000.00)	0.00	0.00	0.00	\$ -
2	Proposal #6 - Item W-10 - 8-inch Gate Valve	-1.00	Each	\$ 5,000.00	\$ (5,000.00)	0.00	0.00	0.00	\$ -
2	Proposal #7 - Oak Branch Modifications - Additions	1.00	Lump Sum	\$ 32,781.04	\$ 32,781.04	0.75	0.25	1.00	\$ 32,781.04
2	Proposal #7 - Item W-1-A - 20-inch Water Transmission, Unrestrained	-20.00	Linear Foot	\$ 132.00	\$ (2,640.00)	0.00	0.00	0.00	\$ -
2	Proposal #8 - Driveway Tunnel Modifications - Additions	1.00	Lump Sum	\$ 32,611.24	\$ 32,611.24	0.00	1.00	1.00	\$ 32,611.24
2	Proposal #8 - Item W-1-A - 20-inch Water Transmission, Unrestrained	-100.00	Linear Foot	\$ 132.00	\$ (13,200.00)	0.00	0.00	0.00	\$ -
2	Proposal #9 - Ledestone Modifications - Additions	1.00	Lump Sum	\$ 36,484.36	\$ 36,484.36	0.00	1.00	1.00	\$ 36,484.36
2	Proposal #9 - Item W-1-A - 20-inch Water Transmission, Unrestrained	-80.00	Linear Foot	\$ 132.00	\$ (10,560.00)	0.00	0.00	0.00	\$ -
3	Proposal #11 - Sawyer Ranch Road Changes	1.00	Lump Sum	\$ 16,767.20	\$ 16,767.20	1.00	0.00	1.00	\$ 16,767.20
CHANGE ORDER SUBTOTAL									\$ 141,066.07

ORIGINAL WATER CONTRACT AMOUNT \$ 2,313,549.42
CHANGE ORDER(S) APPROVED AMOUNT \$ 97,843.31
REVISED CONTRACT AMOUNT \$ 2,411,392.73

SEGMENT A SUBTOTAL \$ 294,788.97
SEGMENT B & C SUBTOTAL \$ 1,517,810.03
CHANGE ORDER SUBTOTAL \$ 141,066.07
TOTAL WORK COMPLETE \$ 1,953,665.07
(+) MATERIALS STORED \$ 129,575.66
SUBTOTAL \$ 2,083,240.73
(-) 10% RETAINAGE \$ 208,324.07
SUBTOTAL LESS RETAINAGE \$ 1,874,916.66
(-) PREVIOUS PAYMENTS \$ 1,372,326.37
AMOUNT DUE THIS ESTIMATE \$ 502,590.29

Estimate #	Segment	Bid Item	Description	Start Station	End Station	Length
5	B&C	W-1- A	20-Inch Water TM Unrestrained	108+00.00	099+30.00	870.00
6	B&C	W-1- A	20-Inch Water TM Unrestrained	099+30.00	092+45.00	685.00
6	B&C	W-2- A	20-Inch Water TM Restrained	092+45.00	091+25.00	120.00
6	B&C	W-1- A	20-Inch Water TM Unrestrained	091+25.00	070+18.12	2,106.88
6	B&C	W-2- A	20-Inch Water TM Restrained	070+18.12	068+40.12	178.00
6	B&C	W-1- A	20-Inch Water TM Unrestrained	068+40.12	062+50.00	590.12
6	B&C	W-2- A	20-Inch Water TM Restrained	062+50.00	058+73.00	377.00
7	B&C	W-2- A	20-Inch Water TM Restrained	112+75.34	111+21.00	154.34
7	B&C	W-1- A	20-Inch Water TM Unrestrained	111+21.00	108+00.00	321.00
7	B&C	W-2- A	20-Inch Water TM Restrained	058+73.00	056+58.32	214.68
8	A	W-1- A	20-Inch Water TM Unrestrained	022+50.00	022+90.40	40.40
8	A	W-2- A	20-Inch Water TM Restrained	022+90.40	025+09.29	218.89
8	A	W-1- A	20-Inch Water TM Unrestrained	025+09.29	032+18.00	708.71
8	A	W-2- A	20-Inch Water TM Restrained	032+18.00	032+62.22	44.22
8	B&C	W-2- A	20-Inch Water TM Restrained	032+62.22	033+51.64	89.42
8	B&C	W-1- A	20-Inch Water TM Unrestrained	033+51.64	035+74.48	222.84
8	B&C	W-2- A	20-Inch Water TM Restrained	035+74.48	036+71.76	97.28
8	B&C	W-1- A	20-Inch Water TM Unrestrained	036+71.76	039+59.64	287.88
8	B&C	W-2- A	20-Inch Water TM Restrained	039+59.64	042+60.26	300.62
8	B&C	W-1- A	20-Inch Water TM Unrestrained	042+60.26	047+00.00	439.74

Restrained	1,794.45
Unrestrained	6,272.57
Pipe Total	8,067.02

JOB NAME :	1340 TRANSMISSION MAIN
PERIOD OF:	8

[illegible]

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Rd. Building 3, Suite 120

Bee Cave, Texas 78738

CONTRACT TIME STATEMENT

STATEMENT PERIOD

FROM: 1/26/2019 TO: 2/25/2019

Project Name 1340 TRANSMISSION MAIN

Estimate # 8

Contractor S.J. Louis Construction of Texas, Ltd.

Notice to Proceed: 4/25/2018

Date	Accumulative Days Charged	Comments	Rain Days	Original Contract Days (to Substantial Completion)
2/1/2019 - Friday	282	0.01		"Normal Rain" per Contract Doc.
2/2/2019 - Saturday	283	0.02		January 8
2/3/2019 - Sunday	284	0.01		February 8
2/4/2019 - Monday	285			March 7
2/5/2019 - Tuesday	286	0.03		April 7
2/6/2019 - Wednesday	287			May 9
2/7/2019 - Thursday	288	0.01		June 6
2/8/2019 - Friday	289			July 5
2/9/2019 - Saturday	290			August 5
2/10/2019 - Sunday	291	0.03		September 7
2/11/2019 - Monday	292	0.06		October 7
2/12/2019 - Tuesday	293			November 7
2/13/2019 - Wednesday	294			December 7
2/14/2019 - Thursday	295			
2/15/2019 - Friday	296			
2/16/2019 - Saturday	297			
2/17/2019 - Sunday	298			
2/18/2019 - Monday	299			
2/19/2019 - Tuesday	300	0.15	1	
2/20/2019 - Wednesday	301		1	
2/21/2019 - Thursday	302			
2/22/2019 - Friday	303			
2/23/2019 - Saturday	304			
2/24/2019 - Sunday	305			
2/25/2019 - Monday	306			
2/26/2019 - Tuesday	307			
2/27/2019 - Wednesday	308			
2/28/2019 - Thursday	309			
-				
-				
-				
-				
Days this period		28		
		Raindays	2	RAINDAYS REQUESTED

No. of contract calendar days original (substantial)

250

Time added by CO this period

0

Total time added by CO

42

No. of contract days revised by CO (substantial)

292

Total Rain Days

19

No. of days used (towards substantial)

307

Date work substantially complete

Substantial target date

3/2/2019

Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <http://www.ncdc.noaa.gov>.

WFO Monthly/Daily Climate Data

000

CXUS54 KEWX 260910

CF6RYW

PRELIMINARY LOCAL CLIMATOLOGICAL DATA (WS FORM: F-6)

STATION: LAGO VISTA
MONTH: FEBRUARY
YEAR: 2019
LATITUDE: 30 30 N
LONGITUDE: 97 58 W

TEMPERATURE IN F:					:PCPN:		SNOW:		WIND		:SUNSHINE:		SKY		:PK WND			
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18
										12Z	AVG	MX	2MIN					
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR
1	66	56	61	M	4	0	0.01	M	M	4.2	6	90	M	M	10	18	M	M
2	62	59	61	M	4	0	0.02	M	M	4.3	7	140	M	M	10	128	M	M
3	76	61	69	M	0	4	0.01	M	M	7.4	12	210	M	M	7	12	21	200
4	76	65	71	M	0	6	0.00	M	M	6.6	10	200	M	M	7	8	17	200
5	77	67	72	M	0	7	0.03	M	M	6.4	12	180	M	M	9	18	17	190
6	73	67	70	M	0	5	0.00	M	M	7.4	10	200	M	M	9	18	18	200
7	71	36	54	M	11	0	0.01	M	M	10.9	15	360	M	M	4	8	28	330
8	36	32	34	M	31	0	0.00	M	M	9.5	14	30	M	M	8		23	30
9	42	32	37	M	28	0	0.00	M	M	6.9	12	40	M	M	10	1	16	40
10	49	37	43	M	22	0	0.03	M	M	2.6	7	60	M	M	10	12	M	M
11	60	47	54	M	11	0	0.06	M	M	5.7	10	220	M	M	9	12	M	M
12	63	46	55	M	10	0	0.00	M	M	7.5	13	20	M	M	0		22	10
13	64	39	52	M	13	0	0.00	M	M	6.1	10	170	M	M	0		21	180
14	75	53	64	M	1	0	0.00	M	M	11.3	16	220	M	M	3		25	210
15	89	58	74	M	0	9	0.00	M	M	7.8	14	40	M	M	0	8	20	40
16	59	40	50	M	15	0	0.00	M	M	5.9	14	40	M	M	8	1	25	40
17	61	46	54	M	11	0	0.00	M	M	9.9	16	40	M	M	2	1	25	40
18	55	40	48	M	17	0	0.00	M	M	10.6	15	40	M	M	2		22	50
19	42	39	41	M	24	0	0.15	M	M	8.1	12	50	M	M	10	3	20	40
20	63	38	51	M	14	0	0.00	M	M	4.3	9	310	M	M	4		M	M
21	53	47	50	M	15	0	0.00	M	M	6.7	12	50	M	M	9		16	60
22	59	49	54	M	11	0	0.00	M	M	5.2	10	70	M	M	10	12	M	M
23	69	53	61	M	4	0	0.00	M	M	12.6	23	280	M	M	3	12	33	290
24	64	42	53	M	12	0	0.00	M	M	8.4	16	20	M	M	1		25	20
25	68	44	56	M	9	0	0.00	M	M	7.0	12	170	M	M	3		20	160
=====																		
SM	1572	1193			267	31	0.32	M		183.3			M		148			
=====																		
AV	62.9	47.7								7.3	FASTST		M	M	6	MAX(MPH)		
								MISC	----	#	23	280				#	33	290
=====																		

NOTES:

LAST OF SEVERAL OCCURRENCES

COLUMN 17 PEAK WIND IN M.P.H.

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

I hereby certify that the work performed and the materials supplied to date, as shown on Pay Estimate No. 8 represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and West Travis County Public Utility Agency relating to the WTCPUA 1340 Transmission Main

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the West Travis County Public Utility Agency to (1) all my subcontractors, and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify that I have complied with Federal, State and Local tax laws, Workers Compensation laws, Social Security laws and Unemployment compensation laws insofar as applicable to the performance of this contract.

DATE: 2/26/19

CONTRACTOR:
S. J. LOUIS CONSTRUCTION OF TEXAS, LTD.

BY: David A. Dickerson

NAME: David A. Dickerson, PE

TITLE: South Texas Area Manager

Subscribed and sworn before me this 26TH day of FEBRUARY 2019.

Notary Public for the State of Texas





DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # J664681
Invoice Date 10/17/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$68,488.52

Backordered from:
8/29/18 I799897

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	10/15/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J664681

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 8666321							
0120250T	20 TJ PR250 DI PIPE BID SEQ# 70	1240	968 ✓	272	41.61000 FT	✓	40,278.48
0120250T	20 TJ PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 80	140		140	41.61000 FT		.00
0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	5800		5800	41.61000 FT		.00
0120250T	20 TJ PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 1160	460		460	41.61000 FT		.00
0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 1230	1250	439 ✓	811	62.12000 FT		27,270.68
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 1240	300		300	62.12000 FT		.00
05015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	140	19	121	49.44000 EA		939.36

Freight Delivery Handling Restock Misc

Subtotal: 68,488.52
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$68,488.52

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice # J721011
Invoice Date 10/26/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$18,849.33

Backordered from:
8/29/18 I799897

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	10/25/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J721011

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	5727	453	5274	41.61000 FT	18,849.33
0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 1230	791		791	62.12000 FT	.00
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 1240	300		300	62.12000 FT	.00
/05015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	121		121	49.44000 EA	.00

Freight Delivery Handling Restock Misc

Subtotal: 18,849.33
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$18,849.33

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # I799898
Invoice Date 10/30/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$21,800.25

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	6/19/18	TX160619	1340 TRANS MAIN	21803		DIRECT	I799898

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666340

51122512MLA	12 AFC 2512MM MJ RW GV OL L/A DI BODY BID SEQ# 550	2	2		1385.00000 EA		2,770.00
51032503F	3 AFC 2503FF FLG RW GV OL HW AMERICAN FLOW CONTROL BID SEQ# 650	1	1		308.48000 EA		308.48
51062506MLA	2506MM AFC 6 MJ RW GV OL L/ACC DI BODY BID SEQ# 930	1	1		443.92000 EA		443.92
605606M3B84BAUS	5-1/4" AD B84B HYD 5'0"B AUSTI CITY OF AUSTIN SPEC BID SEQ# 1010	1	1		1668.35000 EA		1,668.35
51122512MLA	12 AFC 2512MM MJ RW GV OL L/A DI BODY BID SEQ# 1630	1	1		1385.00000 EA		1,385.00
51032503F	3 AFC 2503FF FLG RW GV OL HW AMERICAN FLOW CONTROL BID SEQ# 1730	6	6		308.48000 EA		1,850.88
51062506MLA	2506MM AFC 6 MJ RW GV OL L/ACC DI BODY BID SEQ# 2000	6	6		443.92000 EA		2,663.52
605606M3B84BAUS	5-1/4" AD B84B HYD 5'0"B AUSTI CITY OF AUSTIN SPEC BID SEQ# 2080	6	6		1668.35000 EA		10,010.10
51082508MLA	8 AFC 2508MM MJ RW GV OL L/ACC DI BODY BID SEQ# 2210	1	1		700.00000 EA		700.00



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # J736411
Invoice Date 10/31/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$22,295.15

Backordered from:
8/29/18 I799897

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	10/26/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J736411

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	5274	391	4883	41.61000 FT	16,269.51
0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 1230	791	97	694	62.12000 FT	6,025.64
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 1240	300		300	62.12000 FT	.00
/05015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	121		121	49.44000 EA	.00

Freight Delivery Handling Restock Misc

Subtotal: 22,295.15
Other: .00
Tax: .00

Invoice Total: \$22,295.15

Terms: NET 30

Ordered By: AARON

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.

To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # I800270
Invoice Date 11/27/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$5,715.04

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/30/18	11/26/18		1340 TRANS MAIN	21803		CORE & MAIN LP	I800270

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 180	92	92		62.12000 FT		5,715.04

Freight	Delivery	Handling	Restock	Misc

Subtotal: 5,715.04
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$5,715.04

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
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DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Backordered from:
8/29/18 I799897

Invoice # J864821
Invoice Date 11/30/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$23,421.29

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	11/28/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J864821

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	2485	221 ✓	2264	41.61000 FT	9,195.81
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 1240	229	229 ✓		62.12000 FT	14,225.48
705015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	4		4	49.44000 EA	.00

Freight Delivery Handling Restock Misc

Subtotal: 23,421.29
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$23,421.29

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

Invoice # J835128
Invoice Date 11/30/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$1,669.75

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

1830 Craig Park Court
St. Louis, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
11/20/18	11/28/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J835128

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 180	280	25	255	66.79000 FT		1,669.75
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 190	60		60	66.79000 FT		.00
/05015520536	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 210	40		40	53.16000 EA		.00

Freight Delivery Handling Restock Misc

Subtotal: 1,669.75
Other: .00
Tax: .00

Terms: NET 30
Ordered By: DOMINIC

Invoice Total: \$1,669.75

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
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DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # J841049
Invoice Date 12/03/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$12,893.77

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
11/26/18	11/30/18	TX160619	1340 TRANS MAIN	21803		CORE & MAIN LP	J841049

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21I20S115T	20 MJ L/P SLV C153 IMP	1	1		426.72000	EA	426.72
21I204M	20 MJ 45 C153 IMP	8	8		402.84000	EA	3,222.72
21I20T120M	20X12 MJ TEE C153 IMP	1	1		761.04000	EA	761.04
51122512MLA	12 AFC 2512MM MJ RW GV OL L/A DI BODY	1	1		1524.43000	EA	1,524.43
21I12CT	12 MJ CAP C153 IMP	1	1		90.50000	EA	90.50
59VBC5	C5 AUSTIN VALVE BOX BASE ONLY CITY OF AUSTIN SPEC IMPORT	1	1		58.80000	EA	58.80
59VPRC6	C6 AUSTIN VLV BOX PAVING RING CITY OF AUSTIN SPEC IMPORT	1	1		35.20000	EA	35.20
59VLC7IMP	C7 AUSTIN VALVE BOX WATER LID CITY OF AUSTIN SPEC IMPORT	1	1		18.00000	EA	18.00
21AMF7123012P	12 3012P DI STARGRIP RESTR (I) WITH ACC - SGDPPK12	4	4		95.69000	EA	382.76
0112350T	12 TJ PR350 DI PIPE	20	20		34.84000	FT	696.80
21AMF7203020P	20 3020P DI STARGRIP RESTR (I) W/ACC - SGDPPK20	20	20		283.84000	EA	5,676.80

Freight Delivery Handling Restock Misc

Subtotal: 12,893.77
Other: .00
Tax: .00

Terms: NET 30
Ordered By: DOMINIC

Invoice Total: \$12,893.77

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



1830 Craig Park Court
St. Louis, MO 63146

DUPLICATE
INVOICE

Invoice # J947305
Invoice Date 12/19/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$60,500.94

Backordered from:
8/29/18 I799897

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	12/03/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J947305

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	2264	1454	810	41.61000 FT	60,500.94
705015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	4		4	49.44000 EA	.00

Freight Delivery Handling Restock Misc

Subtotal: 60,500.94
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$60,500.94

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # J947314
Invoice Date 12/19/18
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$24,835.00

Backordered from:
11/30/18 J835128

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
11/20/18	12/03/18	TX160619	1340 TRANS MAIN	21803		DIRECT	J947314

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250TR	20 TR FLEX PR250 DI PIPE BID SEQ# 180	255	340		66.79000 FT	22,708.60
0120250TR	20 TR FLEX PR250 DI PIPE GAUGE FULL LENGTH (GFL) BID SEQ# 190	60		60	66.79000 FT	.00
/05015520536	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 210	40	40		53.16000 EA	2,126.40

Freight Delivery Handling Restock Misc

Subtotal: 24,835.00
Other: .00
Tax: .00

Terms: NET 30
Ordered By: DOMINIC

Invoice Total: \$24,835.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # K084731
Invoice Date 1/29/19
Account # 131777
Sales Rep GREGORY ARENTZ
Phone # 512-990-8470
Branch #160 Pflugerville, TX
Total Amount Due \$22,469.40

Backordered from:
8/29/18 I799897

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

S.J. LOUIS CONSTRUCTION OF TX
PO BOX 834
MANSFIELD TX 76063 0834

Shipped To:
WTCPUA FM1340 TRANSMISSION MN
NUTTY BROWN RD & HWY 290
CONT: JOHN 210 488 6433
AUSTIN, TX

CUSTOMER JOB- 21803 1340 TRANS MAIN

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
4/29/18	1/14/19	TX160619	1340 TRANS MAIN	21803		DIRECT	K084731

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

CORE & MAIN PO#- 8666321

0120250T	20 TJ PR250 DI PIPE BID SEQ# 1150	810	540	270	41.61000 FT	22,469.40
705015285196	20 TR FLEX X PE PR250 DI PIPE BID SEQ# 1260	4	4		49.44000 EA	.00

Freight Delivery Handling Restock Misc

Subtotal: 22,469.40
Other: .00
Tax: .00

Terms: NET 30
Ordered By: AARON

Invoice Total: \$22,469.40

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



Murfee Engineering Company

February 27, 2019

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

**Re: WTCPUA 1340 Elevated Storage Tank
Contractor's Application for Payment No. 11**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 11 from Landmark Structures I, L.P. for the period ending February 25th, 2019. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of one hundred seventy-eight thousand, three hundred ten dollars and twenty-five cents (\$178,310.25). This application for payment is broken down as follows:

Original Contract Price:	\$1,729,000.00
Change Order No. _ Price:	--
Total Completed and Stored to Date:	\$1,391,974.00
Retainage (5%):	\$69,598.70
Previous Payments:	\$1,144,065.05
Amount Due this Application:	\$178,310.25
Balance to Finish, Plus Retainage:	\$406,624.70

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

Sincerely,

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

Eelhard Meneses, P.E.
Project Manager

cc: Robert Pugh, P.E. – WTCPUA
Judith Coker – WTCPUA
Dennis Lozano, P.E. – MEC
MEC File No. 11051.101



1665 Harmon Road
Fort Worth, Texas
U.S.A. 76177

Tel: (817) 439-8888
Fax: (817) 439-9001

TRANSMITTAL LETTER

TO:

Murfee Engineering Company, Inc.

1101 Capital of TX Hwy South - Bldg D, Ste 110

Austin, Texas 78746

Date	02/25/19	Job. No.	1596
Attn:	Eelhard Meneses, P.E.		
Re:	1340 Elevated Storage Tank		
Austin, Texas			

WE ARE SENDING YOU THE ATTACHED ITEMS:

Copies	Date	No.	Description
1	02/25/19		Contractor's Application for Payment and Progress Billing Billing No. 11 For the Period Ending 02/25/19 Email to: emeneses@murfee.com

THESE ARE BEING TRANSMITTED:

☒ For approval ☐ Approved as submitted ☐ Resubmit ☐ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ☐ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ☐ corrected prints
☐ For review and comment _____

REMARKS:

If you have any questions or comments regarding this Application for Payment, please contact Tami Harrison at 817/439-8888, extension 1008.

Signed

Kyle Coldeway

11

To (Owner):	West Travis County Public Utility Agency	Application Period:	From 01/26/19 To 02/25/19	Application Date:	02/25/19
Project/Contract	1340 Elevated Storage Tank	From (Contractor):	Landmark Structures I, L.P.	Via (Engineer) Murfee Engineering Company, Inc.	
Owner's Contract No.:		Contractor's Project No.:	1596	Engineer's Project No.	11051.101

APPLICATION FOR PAYMENT

Change Order Summary			
Approved Change Orders			
Number	Additions	Deductions	
TOTALS		\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS			\$0.00

CONTRACTOR'S CERTIFICATION

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

By: 	Date:
Project Manager	02/25/19

1. ORIGINAL CONTRACT PRICE			\$	1,729,000.00
2. Net change by Change Orders			\$	0.00
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)			\$	1,729,000.00
4. TOTAL COMPLETED AND STORED TO DATE			\$	1,391,974.00
5. RETAINAGE:				
a. 5% x	1,391,974.00	Work Completed	\$	69,598.70
b. 5% x	0.00	Stored Material	\$	0.00
c. Total Retainage (Line 5a + Line 5b)			\$	69,598.70
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$	1,322,375.30
7. LESS PREVIOUS PAY REQUEST (Line 6 from prior Application)			\$	1,144,065.05
8. AMOUNT DUE THIS APPLICATION			\$	178,310.25
9. BALANCE TO FINISH , PLUS RETAINAGE (Line 3 Less Line 6)			\$	406,624.70

Payment is recommended by:

(Construction Inspector [if applicable])

Payment is recommended by:

Payment is approved
by:

11 PROGRESS BILLING

Owner: West Travis County Public Utility Agency

Period From: 01/26/19

Engineer: Murfee Engineering Company, Inc.

Period To: 02/25/19

Project: 1340 Elevated Storage Tank

Landmark #: 1596

Item	Qty	UM	Unit Price	Total	Complete To Date		Complete Previous	Complete This Period
					Percent	Amount		
E-1 LOC Restoration	1887	SY	2.00	3,774.00				
E-2 Silt Fence	640	LF	2.00	1,280.00	512	1,024.00	1,024.00	
E-3 Stabilized Construction Entrance	1	EA	2,000.00	2,000.00	100%	2,000.00	2,000.00	
W-1 750,000 Gallon EST	1	LS	1,437,000.00	1,437,000.00	94.22%	1,353,950.00	1,201,255.00	152,695.00
W-2 16" Waterline	34	LF	200.00	6,800.00				
W-3 20" Waterline	84	LF	250.00	21,000.00				
W-4 2-Way Master Meter	1	EA	14,000.00	14,000.00				
W-5 Drain Valve Assembly/ Fire Hydrant	1	EA	4,000.00	4,000.00				
W-6 16" Tie-in Infrastructure	1	LS	2,000.00	2,000.00				
W-7 20" Tie-in Infrastructure	1	LS	2,000.00	2,000.00				
W-8 Demolition & Removal of Existing Stand Pipe	1	LS	30,000.00	30,000.00				
W-9 Demolition & Removal of Existing Chlorine Buildings	1	LS	5,000.00	5,000.00				
W-10 Concrete Valley and Sidewalk	1	LS	2,360.00	2,360.00				
W-11 Demolition & Removal of Existing Pneumatic Tank & Assoc. Piping	1	LS	10,000.00	10,000.00				
S-1 Gravel Driveway	109	SY	30.00	3,270.00				
S-2 Grading	32	LF	40.00	1,280.00				
EL-1 Electrical Work	1	LS	113,000.00	113,000.00				
TS-1 Trench Safety System	118	LF	2.00	236.00				
AL-1 16" Westfall Static Mixer	1	EA	20,000.00	20,000.00				
AL-2 Hydrodynamic Mixer	1	LS	50,000.00	50,000.00	70%	35,000.00		35,000.00
Current Contract Amount				\$1,729,000.00		\$1,391,974.00	\$1,204,279.00	\$187,695.00
Change Orders								
Total Change Orders								
Revised Contract Amount				\$1,729,000.00		\$1,391,974.00	\$1,204,279.00	\$187,695.00
Gross Amount Due						1,391,974.00	1,204,279.00	187,695.00
Less Retainage						69,598.70	60,213.95	9,384.75
Net Amount						1,322,375.30	1,144,065.05	\$178,310.25
Less Previous Unpaid Billings						48,787.25		
Less Previous Paid Billings						1,095,277.80		
						\$178,310.25		
Weather Days Requested This Period - 8					Current Billing		\$178,310.25	

Supplemental General Conditions - Section 00810

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared
Kyle Coldeway known to me to be a credible person, and
Project Manager of Landmark Structures I, L.P.,
a General Contractor (hereinafter called "Contractor"), and who, being first
duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor")
dated February 25, 2019

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including February 25, 2019,
 (the "Release Date").

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

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

Supplemental General Conditions - Section 00810

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

EXECUTED on this the 25 th day of February, 2019

CONTRACTOR

Landmark Structures I, L.P.

By: *Kyle Coldeway*

Print Name: Kyle Coldeway

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 25 th day of February, 2019

Tami Harrison
Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

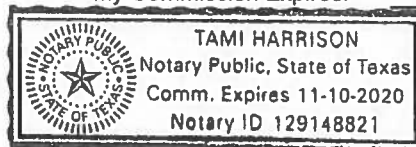
THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§



This instrument was acknowledged before me on the 25 th day of February, 2019,
by Kyle Coldeway, Project Manager of
Landmark Structures I, L.P., a Limited Partnership, on behalf of said
Limited Partnership.

Tami Harrison
Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

ATTACH:

Exhibit A - List of Subcontractors

Supplemental General Conditions - Section 00810

Exhibit "A"
List of Subcontractors

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

MEC RECORD

WTCPUA
1340 ELEVATED STORAGE TANK

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 8

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,026,739.00
Retainage		
5% Work Completed (D+E):	\$1,026,739.00	\$51,336.95
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$51,336.95
Amount Eligible to Date:		\$975,402.05
Less Previous Payments:		\$791,453.55
Amount Due this Application:		\$183,948.50
Balance to Finish, Plus Retainage:		\$753,597.95

Application for Payment No. 9

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,152,924.00
Retainage		
5% Work Completed (D+E):	\$1,152,924.00	\$57,646.20
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$57,646.20
Amount Eligible to Date:		\$1,095,277.80
Less Previous Payments:		\$975,402.05
Amount Due this Application:		\$119,875.75
Balance to Finish, Plus Retainage:		\$633,722.20

Application for Payment No. 10

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,204,279.00
Retainage		
5% Work Completed (D+E):	\$1,204,279.00	\$60,213.95
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$60,213.95
Amount Eligible to Date:		\$1,144,065.05
Less Previous Payments:		\$1,095,277.80
Amount Due this Application:		\$48,787.25
Balance to Finish, Plus Retainage:		\$584,934.95

Application for Payment No. 11

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,391,974.00
Retainage		
5% Work Completed (D+E):	\$1,391,974.00	\$69,598.70
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$69,598.70
Amount Eligible to Date:		\$1,322,375.30
Less Previous Payments:		\$1,144,065.05
Amount Due this Application:		\$178,310.25
Balance to Finish, Plus Retainage:		\$406,624.70

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No.

4

Contract Time: _____ Days Project No.: WTCP1800076
Elapsed Time: _____ Days Period: February 1 To: February 28, 2019.
Project Name: Uplands WTP & HS Pump Station Engineer: CP&Y, Inc.
Owner: West Travis County PUA Contractor: Travis Industries, LLC

1.	Original Contract Amount.....	\$	399,900.-
2.	Owners Change Orders Thru No. 0 1 + 2	\$	7,498.-
3.	Total Current Contract Amount	\$	407,398.-
4.	Total Completed To Date	\$	303,142.-
5.	Total Materials Stored To Date	\$	0.-
6.	Total Completed And Stored To Date	\$	303,142.-
7.	Retainage (5% Of Line 6)	\$	(15,157.10)
8.	Total Completed, Less Retainage	\$	287,984.90
9.	Less Amount Of Previous Estimates	\$	(220,714.45)
10.	Amount Due This Application	\$	67,270.45
11.	Balance To Finish, Plus Retainage (Line 3 - Line 6)	\$	0.00
12.	Percent Completed To Date (Line 6 : Line 3)	\$	#DIV/0!

Contractor's Certification

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

By: Carlton A. Catalani
Carlton Catalani, President

Date: 25 February 2019

Payment of: \$ 67,270.45
(Line 10 or other - attach explanation of the other amount) Inspector's Approval of Quantities

Recommended by: [Signature] 2/26/2019
(Engineer) (Date)

Payment of: \$ _____
(Line 10 or other - attach explanation of the other amount)

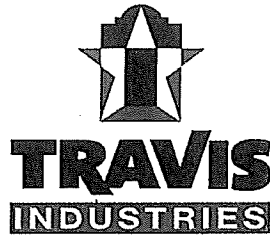
Is approved by: _____
(Owner) (Date)

Schedule of Values & Percentage of Completion
West Travis County Public Utility Agency
Uplands WTP Trident & HSPS Painting Improvements

Travis Industries, LLC
Travis Invoice No. 219-22721
Progress Invoice for **February 2019**

Draw No. 4

BID ITEM	Price	Complete this Period	Amount this Period	Complete to Date	Amount to Date
<i>Mobilization</i>	\$ 35,900.00	0%	\$ -	100%	\$ 35,900.00
<i>Bond/Insurance</i>	\$ 9,000.00	0%	\$ -	100%	\$ 9,000.00
<i>Trident Tanks & Associated Mechanical Painting</i>	\$ 288,500.00	15%	\$ 43,275.00	65%	\$ 187,525.00
<i>HS Pump Station Mechanical Painting</i>	\$ 66,500.00	40%	\$ 26,600.00	100%	\$ 66,500.00
Original Contract Value	\$ 399,900.00		\$ 69,875.00		
<i>Approved Change Orders</i>					
CO No. 1, Add: Remove and Replace Steel Grating between Trident Nos. 3&4	\$ 6,562.00	0%	\$ -	50%	\$ 3,281.00
CO No. 2, Add: Reapply Coatings to 12th Influent Line/BF Valve, Trident No. 2	\$ 936.00	100%	\$ 936.00	100%	\$ 936.00
Revised Contract Value	\$ 407,398.00		\$ 70,811.00		
Total:					\$ 303,142.00
Less: Retainage (5%)					\$ (15,157.10)
Less: Previous Billings					\$ (220,714.45)
Amount Due this Period					\$ 67,270.45



INDUSTRIAL SERVICES
San Antonio | Austin | Dallas/Ft. Worth

— SINCE 1886 —

INVOICE

DATE	INVOICE NO.
2/25/2019	219-22721

SOLD TO:

West Travis County PUA
13215 Bee Cave Pkwy, Bldg B, Ste 110
Bee Cave, TX 78738

SHIP TO:

West Travis County PUA
12117 Bee Cave Road
Bee Cave, TX 78738

CUSTOMER PO NO.	TRAVIS SO NO.	TRAVIS JOB NO.	TERMS
WTCP1800076	14196	18-1-107	Net 30

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Contract Field Painting Uplands WTP Trident & HSPS Painting Improvements West Travis County PUA Bee Cave, Texas WTCP Job No. WTCP Furnished labor, equipment and materials to provide applicable surface prep and application of architectural and protective coatings in accord with project documents. Original Contract Amount: \$399,900.00 Approved Change Orders: \$ 7,498.00 Revised Contract Amount: \$407,398.00 Percentage of Completion: See Attached SOV Less: Retainage (5%) this Period Less Previous Billings		303,142.00 -3,540.55 -232,331.00	303,142.00 -3,540.55 -232,331.00

THANK YOU FOR YOUR BUSINESS !	Sales Tax (8.25%)	\$0.00
Please remit to: P.O. Box 460067, San Antonio, TX 78246	Total	\$67,270.45

7902 SE Loop 410 * San Antonio, TX 78223

210-648-1990 Phone * 210-648-1972 Fax

www.travis-industries.com

APPLICATION & CERTIFICATE FOR PAYMENT

TO (OWNER): West Travis County
12117 Bee Cave Road
Bee Cave, Texas 78738
PROJECT NAME: WTPUA Water Meter Replacement
APPLICATION No. 1
APPLICATION DATE: 28-Feb-2019
PERIOD TO: 28-Feb-2019

FROM (CONTRACTOR): RTS Water Solutions
853 Eastport Centre Drive
Valparaiso, IN 46383
SUBCONTRACT NO:
CONTRACT DATE: 27-Sep-2018

CONTRACT FOR: WATER METERS

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
1		\$14,825.00	
TOTALS		\$0.00	\$14,825.00
Net change by Change Orders		-\$14,825.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RTS Water Solutions

Date: February 28, 2019

Robert Stefanak Controller

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	148,943.06
2. Net change by Change Orders	(14,825.00)
3. CONTRACT SUM TO DATE (Line 1+2)	134,118.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	35,825.91
5. RETAINAGE: a. 10% of Completed Work (Column D+E on G703)	3,582.59
b. 10% of Stored Material (Column F on G703)	-
Total Retainage (Line 5a+5b or Total in Column I of G703)	3,582.59
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	32,243.32
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	-
8. CURRENT PAYMENT DUE	32,243.32
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 Less Line 6)	101,874.74

State of: INDIANA

Subscribed and sworn to before me this 28th day of

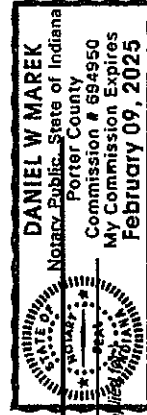
Notary Public: Daniel W. Marek

My Commission expires: February 8, 2025

February 2019

February

2019



AMOUNT CERTIFIED

(Attached explanation of amount certified differs from the amount applied for)

By: Robert W. Stefanak

DATE: 3/11/2019

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

RTS Water Solutions, LLC
853 Eastport Centre Dr.
Valparaiso, IN 46383

INVOICE

To: RTS Direct - RTS

Invoice #: 187

Date: 02/28/19

Application #: 1

Contract : 180046.000 West Travis County Meter Replacement

Invoice Due Date: 03/30/19

Payment Terms: Net 30 days

Contract Item	Contract Amount	% Complete ✓	Total To Date
1 West Travis County Meter Replacement	134,118.06	26.71%	35,825.91 ✓
	134,118.06 ✓		35,825.91
			Total To Date : 35,825.91
			Plus Sales Tax : 0.00 ✓
			Less Retainage : 3,582.59 ✓
			Less Previous Applications : 0.00 ✓
			Total Due This Invoice : 32,243.32 ✓

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

contractor's signed Certification is attached.

1 tabulations below, amounts are stated to the nearest dollar.

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

Page 1 of 1

PROJECT NAME: WTCPUA Water Meter Replacement

CONTRACT No. -

APPLICATION No. 1

APPLICATION DATE: 2/28/2019

PERIOD TO: 2/28/2019

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D QTY SCHEDULED	D QTY FROM PREVIOUS APPLICATIONS	D QTY THIS PERIOD	E QTY COMPLETED TO DATE	F UNIT PRICE	G WORK COMPLETED		I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+E+F)	K % (G/J)	L BALANCE TO FINISH (C-G)	M RETAINAGE
								FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	5/8" Meter Install Labor Only	91,775.60	2,555		780		\$ 35.92		28,017.60		28,017.60	30.5%	63,758.00	2,801.76
2	3/4" Meter Install Labor Only	12,176.88	339		190		\$ 35.92		6,824.80		6,824.80	56.0%	5,352.08	682.48
3	1" Meter Install Labor Only	826.16	23		13		\$ 35.92		466.96		466.96	56.5%	359.20	46.70
4	1.5" Meter Install Labor Only	5,208.85	19				\$ 274.15					0.0%	5,208.85	
5	2" Meter Install Labor Only	8,976.37	29				\$ 309.53					0.0%	8,976.37	
6	Concrete/Asphalt Removal/Patching per square foot	860.60	20				\$ 43.03					0.0%	860.60	
7	Grass/Sod Removal/Replacement per square foot	799.40	20				\$ 39.97					0.0%	799.40	
8	Replace curb stop 5/8"-1" Labor Only	3,007.30	85				\$ 35.38					0.0%	3,007.30	
9	Replace Curb Stop 1.5"-2" Labor Only	212.30	5				\$ 42.46					0.0%	212.30	
10	Replace Customer Shut-Off Valve 5/8"-1" Labor Only	1,503.65	85		1		\$ 17.69		17.69		17.69	1.2%	1,485.96	1.77
11	Replace Customer Shut-Off Valve 1.5"-2" Labor Only	106.15	5				\$ 21.23					0.0%	106.15	
12	Install Riser During Install 5/8"-1" Labor Only	1,592.10	45		14		\$ 35.38		495.32		495.32	31.1%	1,096.78	49.53
13	Install Riser During Install 1.5"-2" Labor Only	212.30	5				\$ 42.46					0.0%	212.30	
14	Replace Fitting or Coupling 5/8"-1"	2,805.00	85				\$ 33.00					0.0%	2,805.00	
15	Replace Fitting or Coupling 1.5"-2"	200.35	5				\$ 40.07					0.0%	200.35	
16	Replace Meter Box Lid 5/8"-1" Labor Only	300.90	85		1		\$ 3.54		3.54		3.54	1.2%	297.36	0.35
17	Replace Meter Box Lid 1.5"-2" Labor Only	17.70	5				\$ 3.54					0.0%	17.70	
18	Replace Meter Box 5/8"-1" Labor Only	2,706.40	85				\$ 31.84					0.0%	2,706.40	
19	Replace Meter Box 1.5"-2" Labor Only	300.81	5				\$ 60.16					0.0%	300.81	
20	Additional Trip to Replace Inaccessible Meter	529.24	30				\$ 17.64					0.0%	529.24	
21	Capture photos for each install	0.00												
22	Geolocation 3-5 Meters	0.00												
23	RTS Upload to AVR Billing	14,825.00	2,965				\$ 5.00					0.0%	14,825.00	
24	Weekly Reports to track productivity	0.00												
25	Local Telephone/Office/customer assistance	0.00												
26	Weekly Submission of Meter Replacement Data	(14,825.00)												
	TOTALS	134,118.06							35,825.91	-	35,825.91	26.7%	113,117.15	3,582.59

**CONDITIONAL WAIVER
AND
RELEASE OF LIENS UPON PAYMENT**

In consideration of the payment by West Travis County Public Utility Agency in the sum of \$32,243.32 dollars payable to RTS Water Solutions LLC, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the job of:

Contract or PO No.:

Project No.:

Project Name: WTCPUA Water Meter Replacement

Location (State): Indiana

to the following extent:

This release covers payment for labor, services, equipment or Materials furnished to West Travis County Public Utility Agency through the date of signature below only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon Work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment or breach of the contract, or the right of the undersigned to recover compensation for the furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the payment.

CLAIMANT

By: Robert Stefanak

Name: Robert Stefanak

Title: Controller

Date: February 28, 2019

NOTE: This release only becomes effective when the check, properly endorsed, has cleared the bank.

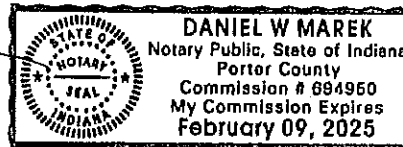
STATE OF: Indiana

COUNTY OF: Porter

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says he/she is authorized to execute the foregoing on behalf of said firm and that the statements contained therein are true and correct.

NOTARY PUBLIC: Daniel W Marek

My Commission Expires: 2-9-2025



ITEM D

**THIRD AMENDMENT TO
AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE
(LIVE OAK SPRINGS)**

This Third Amendment to Agreement for the Provision of Nonstandard Retail Water Service (the "Third Amendment") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and David Knapp (the "Developer").

WHEREAS, Developer had planned to develop approximately 164.6 acres of land within the WTCPUA's water service area as shown on the attached **Exhibit A-3** (the "Proposed Development");

WHEREAS, Developer and the WTCPUA entered into the Agreement for the Provision of Nonstandard Retail Water Service on April 4, 2016 (the "Agreement") as amended by the First Amendment on October 19, 2016, pursuant to which the WTCPUA agreed to provide 86 LUEs of retail water service to the Proposed Development;

WHEREAS, Developer and the WTCPUA executed a Second Amendment to the Agreement on June 21, 2018 to extend the Reservation Period and termination of LUEs for which impact fees have not been paid by five (5) years;

WHEREAS, Developer has revised the site plan to develop approximately 47 acres of the southern portion of the Proposed Development as shown on the attached **Exhibit B-3** (the "Revised Development");

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

WHEREAS, WTCPUA desires to construct water facilities in the development as part of its Capital Improvement Program ("CIP") and obtain easements for the construction and operation of the facilities that will be useful to the Developer and the WTCPUA;

WHEREAS, Developer has proposed to construct facilities to connect to the WTCPUA water facilities to provide water service to the Development as shown on the attached **Exhibit C-3** ("Developer Facilities");

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

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

1. Revisions to the Agreement:

Section 1.1 (f) is deleted and replaced as follows:

“Developer Facilities Costs” means all costs and expenses incurred by Developer in connection with the design and construction of each of the Developer Facilities in the Revised Development, including, without limitation, all costs of design, engineering, materials, labor, construction and inspection arising in connection with the Developer Facilities; all payments arising under any contracts entered into by Developer for the construction of the Developer Facilities; all costs incurred by Developer in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Developer Facilities; and all out-of-pocket expenses incurred in connection with the construction of each of the Developer Facilities.

Section 1.1 (b-1) is added as follows:

“CIP” shall mean the WTCPUA Capital Improvements Plan.

Section 1.1 (b-2) is added as follows:

“CIP Facilities” shall mean those facilities to be constructed by the WTCPUA that are required to provide water service to the Revised Development and which are provided for in the CIP.

Section 2.1 is deleted and replaced as follows:

Section 2.1. WTCPUA to Provide Service. For and in consideration of Developer’s obligations, covenants and conditions set forth in the Agreement and this Third Amendment, WTCPUA agrees to provide up to 30 LUEs of retail water service for Retail Customers located within the Revised Development pursuant to the terms of this Agreement and the WTCPUA’s Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Revised Development that collectively exceed 30 LUEs.

Sections 2.3, 2.4 and 2.5 and 2.6 are added as follows:

Section 2.3. Construction of the CIP Facilities. WTCPUA shall, at WTCPUA’s sole cost and expense, construct the CIP Facilities as depicted in **Exhibit D-3** within the permanent easements pursuant to Section 4.5 below.

Section 2.4. Connections to Developer Facilities. WTCPUA shall, at WTCPUA’s sole cost and expense, shall provide connections to Developer Facilities from the CIP Facilities such that Developer may extend distribution facilities to provide water service to the Revised Development. The locations of the connections to be provided are depicted in **Exhibit D-3**.

Section 2.5. CIP Facilities Location. The WTCPUA agrees that the CIP Facilities may be located within public right of way; however the CIP Facilities shall be located outside of pavement except as necessary at perpendicular crossings.

Section 2.6. Schedule of CIP Facilities Construction. The WTCPUA agrees to pursue permitting, design, and construction of the CIP Facilities as scheduled in the adopted 2018 Land Use Assumptions and Capital Improvements Plan and will initiate those efforts within 180 days of the Effective Date of this Third Amendment.

Section 3.2 is deleted in its entirety.

Section 4.2 is deleted and replaced as follows:

Section 4.2. Impact Fees. Developer shall pay water Impact Fees for a total of 30 LUEs. The Developer may pre-pay water Impact Fees for the 30 LUEs in the Proposed Development.

Section 4.3 is deleted and replaced as follows:

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

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

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 30 LUEs of water service runs with and is assigned to the Revised Development.

Section 4.5 is added as follows:

Section 4.5. CIP Facilities Easement. In exchange for the Developer connections provided by the WTCPUA in Section 2.4, Developer agrees to provide WTCPUA, within 90 days of the Effective Date of this Third Amendment and at no additional cost to the WTCPUA, a

continuous, 25' wide permanent easement and 25' wide parallel temporary construction easement for the CIP facilities as depicted in **Exhibit E-3**. Any easements granted pursuant to this Section 4.5 shall provide construction and maintenance access to the CIP Facilities, any existing WTCPUA facilities, and proposed Developer Facilities from the southern extent of the Derecho Drive right-of-way to the western extent of the Morninghill Drive right-of-way. With the prior consent of the WTCPUA, the permanent easement may be located within dedicated public right-of-way in the future; however it is the intent of the parties that the CIP Facilities be located outside of pavement other than at perpendicular crossings. Any easement granted pursuant to this Section 4.5 must be in a form and manner acceptable to the WTCPUA utilizing the WTCPUA's easement template.

Section 5.1 is deleted and replaced as follows:

Section 5.1. Term; Termination. This Third Amendment shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate the Agreement upon written notice to Developer for any of the 30 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date of the Agreement. The Parties may extend the termination deadlines in this Section upon written amendment of the Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Revised Development.

2. Deletion of Exhibits

Exhibit A of the original Agreement is deleted and replaced by Exhibit A-3 and Exhibit B (including Table 1) of the original Agreement is deleted and replaced by Exhibit B-3.

Defined Terms.

All capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Agreement, as amended.

3. Effect on Agreement.

The terms of the Agreement are hereby modified and amended pursuant to the terms of this Third Amendment. Except as otherwise expressly amended by this Third Amendment, all other terms and conditions of the Agreement remain in full force and effect, and are hereby confirmed and ratified.

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

{Signature pages to follow}

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

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

Third Amendment to Agreement for the
Provision of Nonstandard Retail Water Service
(Live Oak Springs)

DAVID KNAPP

By: _____

Name: _____

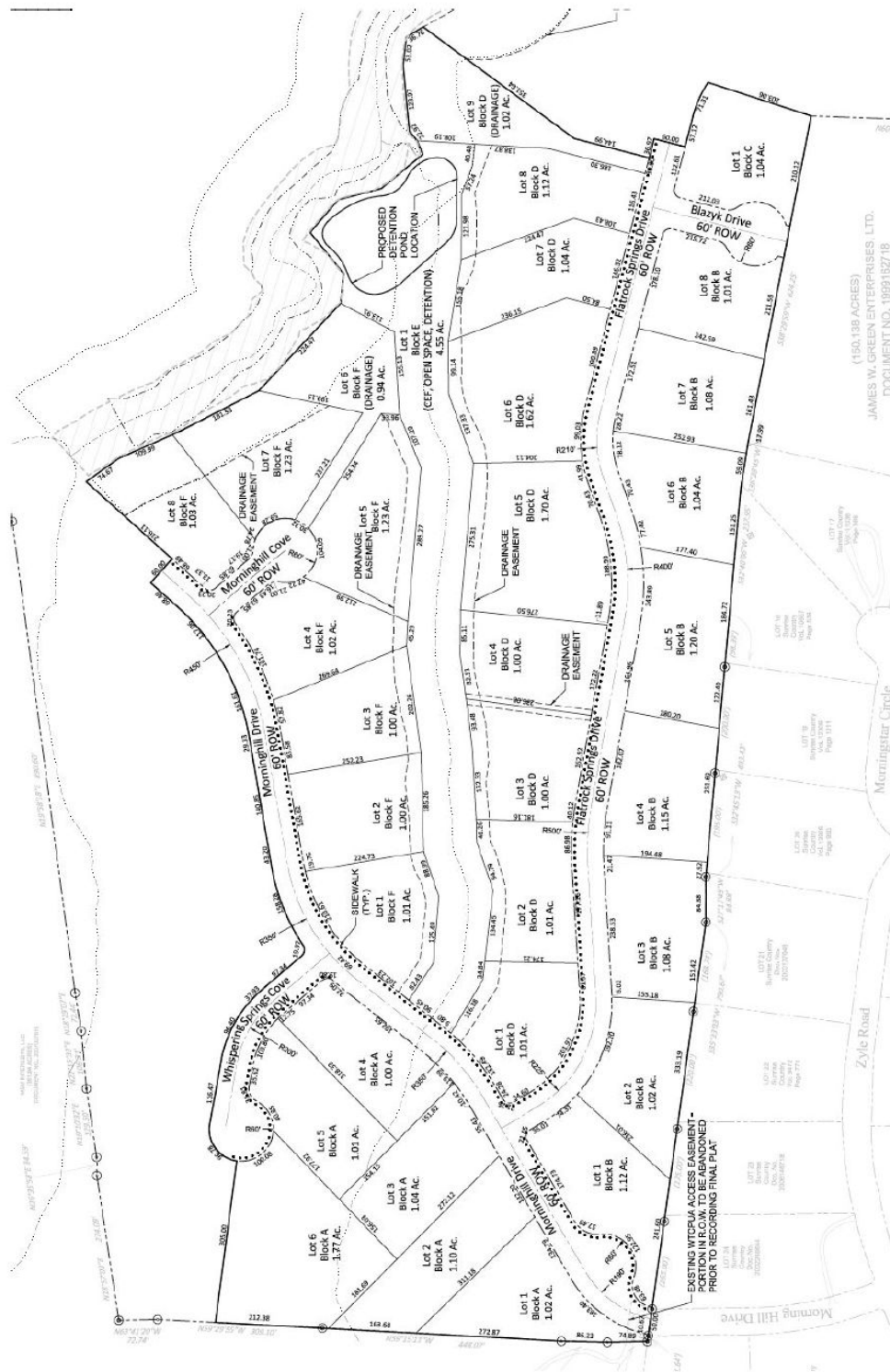
Title: _____

Date: _____

EXHIBIT A-3



EXHIBIT B-3



(190.198 ACRES)
JAMES W. GREEN ENTERPRISES, LTD.
DOCUMENT NO. 1999192718

EXHIBIT C-3

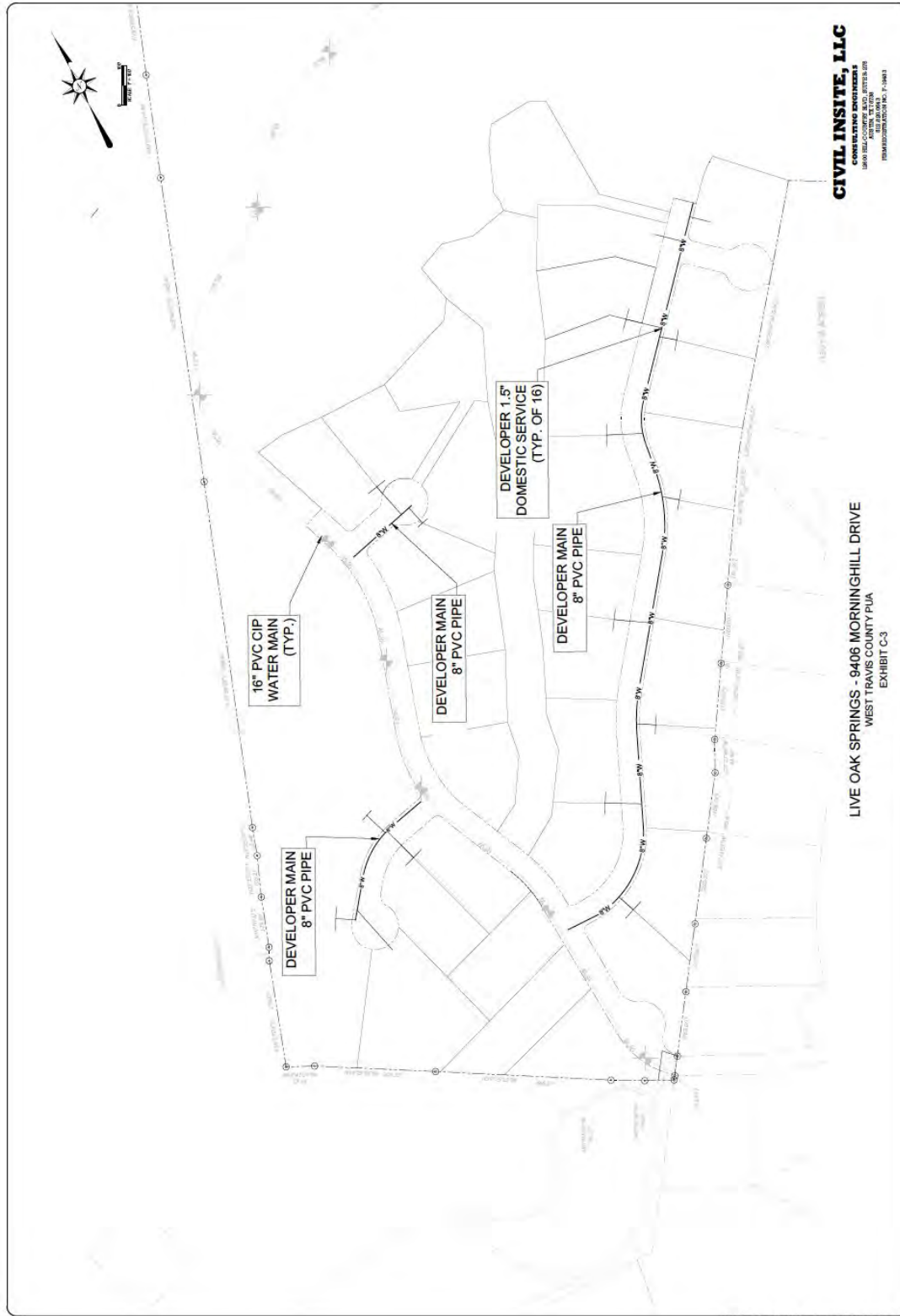


EXHIBIT D-3

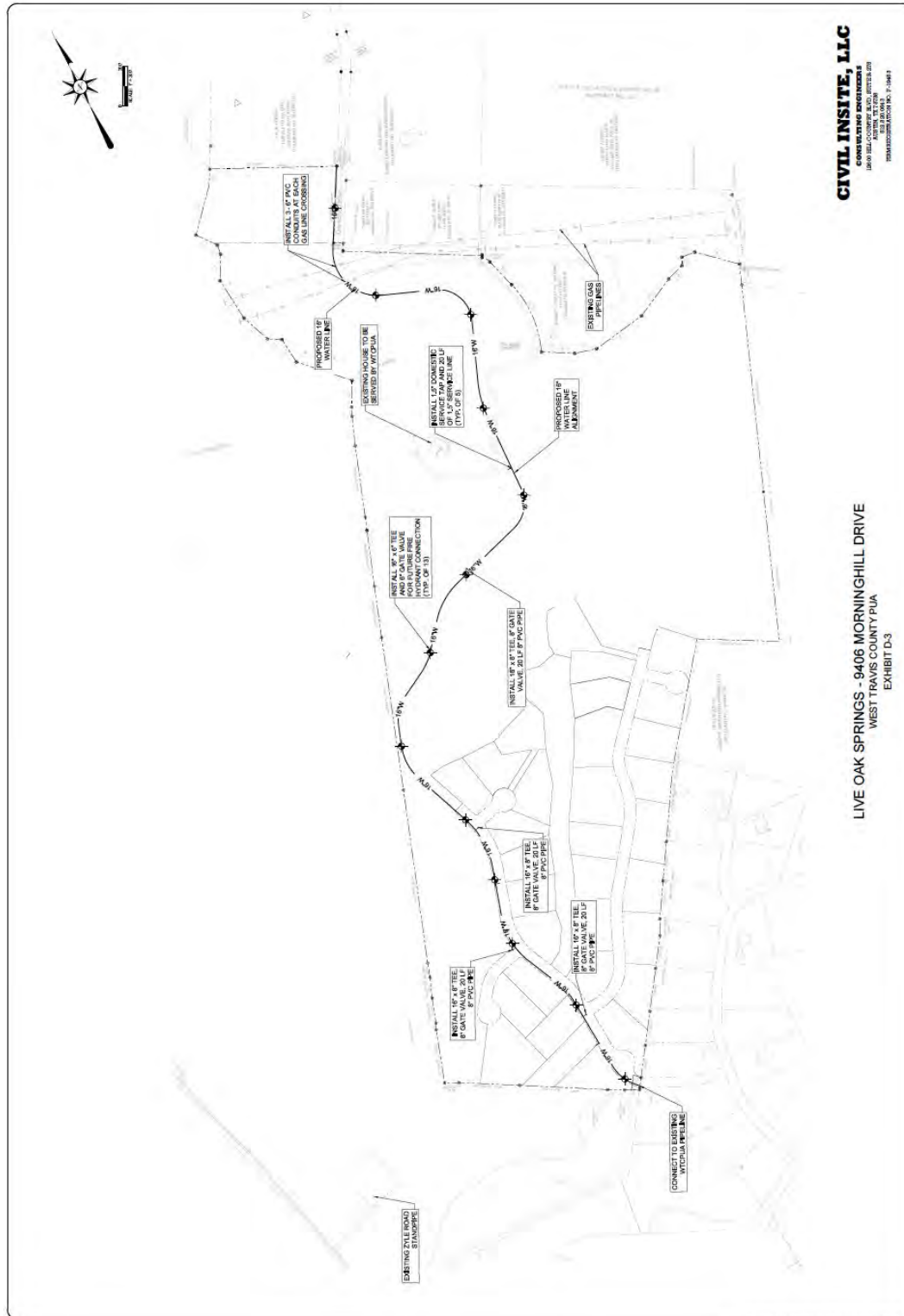
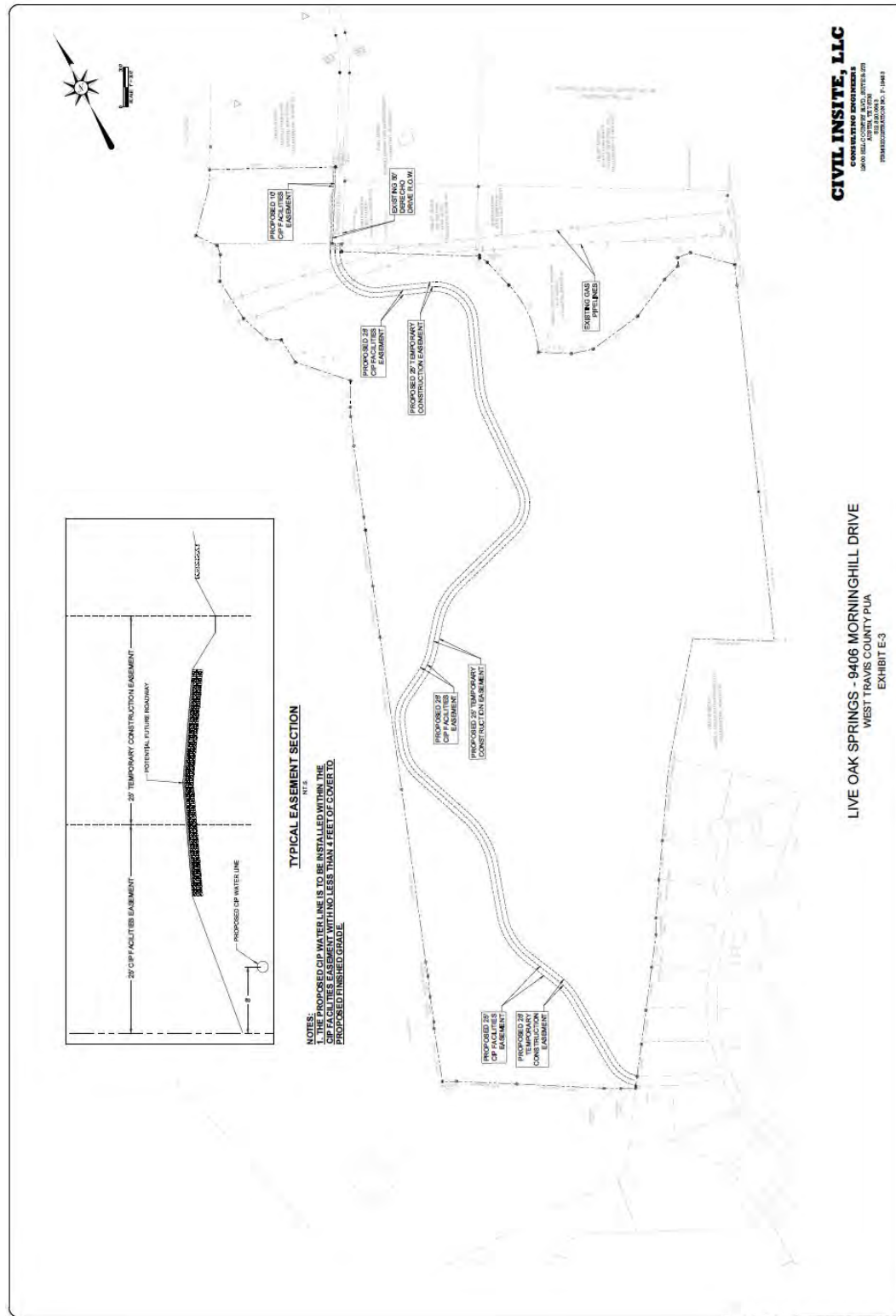


EXHIBIT E-3



ITEM E

WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Rim Rock and Rutherford West Subdivisions, Hays County, Texas)

This Water Facilities Lease and Services Agreement (hereinafter referred to as the “Lease Agreement”) is entered into by and between Greenhawe Water Control and Improvement District No. 2, a political subdivision of the State of Texas and water control and improvement district (the “District”) and the West Travis County Public Utility Agency (the “WTCPUA”), a political subdivision of the State of Texas, together referred to as the “Parties”.

RECITALS

A. The Lower Colorado River Authority (“LCRA”), LSM Ranch, Ltd. (“LSM”), Wilson Family Communities, Inc. (“Wilson”), and the District entered into that certain Water Utility Facilities Acquisition Agreement Between Lower Colorado River Authority, LSM Ranch, Ltd., Wilson Family Communities, Inc., and Greenhawe WCID No. 2, dated March 26, 2008, as assigned to the WTCPUA effective March 19, 2012 (the “Service Agreement”). LSM and Wilson are collectively referred to herein as the “Developer.”

B. The Developer has developed or 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 the Internal Facilities associated with the construction contracts described on the attached **Exhibit A** (the “Construction Contracts”) from the Developer. The District now desires to lease the Internal Facilities to the WTCPUA pursuant to the Service Agreement under the terms and conditions set forth in this Lease 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 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 675 LUEs for the Rim Rock Subdivisions and 291 LUEs for the Rutherford West Subdivisions within the District’s boundaries, 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 the Internal Facilities set forth in the Construction Contracts described on the attached Exhibit "A" and conveyed to the District by the Developer (the "Leased Facilities").

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 in accordance with the Service Agreement.

4. Leased Facilities Located in Public Utility Easements. By execution of this Lease Agreement, the District represents and warrants to the WTCPUA that the Leased Facilities are located in public rights of way or utility easements dedicated by separate instrument (collectively, "Utility Easements"). Future phases of the Leased Facilities will also be required to be included in Utility Easements, as defined above. In the event the WTCPUA determines that any portion of the Leased Facilities is not located in a Utility Easement, 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, with the exception of normal wear and tear from typical use, 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, or to provide service to other WTCPUA customers, 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 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. 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 State Health Services, as applicable, and the Texas Commission on Environmental Quality, for residential potable water systems. The District agrees that the WTCUA Rate Tariff, as is amended from time to time, is applicable to retail customers within the District. 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 and rates for such 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, malfunctioning pressure reducing valves, 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. WTCPUA and Representatives. A 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. A District representative shall be made available to attend WTCPUA Board meetings following reasonable advance notice to discuss retail water service issues and the 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 sixty (60) 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 (60) 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 disabilities 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
13215 Bee Cave Parkway
Building B, Suite 110
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: Greenhawe Water Control and Improvement District No. 2
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 675 LUEs to the Rim Rock Subdivisions and 291 LUEs to the Rutherford West Subdivisions in the boundaries of the District, 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: _____
_____, Secretary
WTCPUA Board of Directors

DISTRICT:

**GREENHAWE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: _____
James Huffcut
President, Board of Directors

Date: _____

ATTEST:

By: _____
Joan Moeller
Secretary, Board of Directors

EXHIBIT A
To
WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Rim Rock and Rutherford West Subdivisions, Hays County, Texas)

GREENHAWE WCID NO. 2
Construction Contracts

<u>Section</u>	<u>Contractor</u>	<u>Date of Contract</u>
Rim Rock Phase 1, Section 1	Cash Construction Co., Ltd.	September 17, 2001
Rim Rock Phase 1, Section 3	Cash Construction Co., Ltd.	October 12, 2007
Rim Rock Phase 1, Section 4	Cash Construction Co., Ltd.	December 14, 2007
Rim Rock Phase 1, Section 5	Cash Construction Co., Ltd.	December 17, 2013
Rim Rock Phase 2, Section 2	Cash Construction Co., Ltd.	March 20, 2007
Rim Rock Phase 2, Section 3	Cash Construction Co., Ltd.	December 17, 2013
Rim Rock Phase 2, Section 4	Cash Construction Co., Ltd.	July 15, 2013
Rim Rock Phase 2, Section 5	Cash Construction Co., Ltd.	August 1, 2014
Rim Rock Phase 3, Section 2	Cash Construction Co., Ltd.	November 30, 2006

Rim Rock Phase 3, Section 3	Cash Construction Co., Ltd.	December 17, 2007
Rutherford West Section 2	Cash Construction Co., Ltd.	September 27, 2006

ITEM F

AGREEMENT FOR POLICE SERVICES

This Agreement entered into this _____ day of _____, 2019, between the City of Bee Cave (BC) and Western Travis County Public Utility (WTCPUA) for police presence and security during public meetings of WTCPUA.

This agreement is construed in a manner consistent with the Off Duty Employment Policy of the Bee Cave Police Department. It is understood the assigned police officer will continue to act as an employee of BC while performing such additional duties pursuant to this agreement.

BC agrees to assign a police officer at the premises of WTCPUA public meetings for the purpose of providing police related service, such as safety and security of the Board members, staff and the general public who may be in attendance at a public meeting. The officer shall perform the services on or about the premises of Bee Cave City Hall during regularly scheduled public meetings of WTCPUA and any special meetings called by WTCPUA.

The officer will be dressed in a Bee Cave Police Department uniform, or if necessary may be in civilian clothing. The officer will have all the arrest authority granted by laws of the State of Texas, and the City of Bee Cave.

The officer will be paid for his time by WTCPUA. BC will send a monthly invoice stating the hours worked and amount due. Current off-duty rate is \$45.00 per hour, with a minimum of three hours worked at each WTCPUA public meeting. Additional hours will be mutually agreed to on a case by case basis. WTCPUA will provide lunch to BC officers at each meeting.

The officer will be subject to, and shall abide by, all city and departmental rules and regulations as well as complying with all local, state and federal laws.

This agreement shall continue in full force and effect from year to year under the terms and conditions provided herein, unless terminated in writing by either party.

WTCPUA General Manager

Chief of Police

ITEM G

Jennifer Riechers

From: Robert Pugh
Sent: Thursday, March 14, 2019 9:32 AM
To: Trey Cantu
Cc: Jennifer Riechers; Jennifer Smith
Subject: RE: LS 14 Replacement Pump

Approved for Board packet.

From: Trey Cantu <tcantu@wtcpua.org>
Sent: Wednesday, March 13, 2019 3:52 PM
To: Robert Pugh <rpugh@wtcpua.org>
Cc: Jennifer Riechers <jriechers@wtcpua.org>; Jennifer Smith <jsmith@wtcpua.org>
Subject: LS 14 Replacement Pump

Recommend approval to purchase new pump at Lift Station No. 14 from Pump Solutions in the amount of \$38,199.00. Two competitive quotes attached from Smith Pump \$43,662.00 and Hamilton Electric Works \$46,159.44. This will replace the existing spare pump used as a standby. Lift Station No. 14 operates with 4 pumps. All 4 pumps and are all in normal working condition. Recommended pump was reviewed and approved by Dennis, Murfee Eng.

Thanks,

Trey Cantu
Operations Manager - WTCPUA
12215 Bee Cave Road Bldg A | Austin, TX 78738
O: 512.263.5323 | M: 512.751.6993 | www.wtcpua.org



Pump Solutions

www.pumpsolutions.net

806 Tradesmens Park Loop
Hutto, Texas 78634
Phone: (512) 846-2600
Fax: (512) 846-1163

THIS TRANSMITTAL CONSISTS OF 2 PAGE(S) INCLUDING THIS PAGE.

TO: WTCPUA
FROM: James Mansfield
DATE: March 11th, 2019
RE: Spare KSB Pump for LS #14

Pump Solutions Inc., is pleased to offer the following equipment & labor:

- One (1) **KSB KRT K100-400/804XNG-K**, 4" discharge, 100 HP, 230/460 Volt – wired for 460V, 3 Phase, explosion proof, **3" solids handling** submersible sewage pump, with 50' electric power cable and **Glycol Cooling Jacket**.
-Dual Silicon Carbide Mechanical Seals
-ASTM A 48 35B Cast Iron Components: motor casing , casing cover, pump casing, and impeller
-316 SST Motor casing cover (for cooling jacket)
-ASTM A 48 35B Casing Wear Ring and Duplex SST Impeller Wear Ring
-Epoxy Sealed cable entries
-Class H Insulated, inverter duty rated, air-filled Motor
- 2 Part Epoxy Coating on pump and motor
Non-Witness Hydraulic Pump Performance Testing to Level 1U is included (deduct \$450.00 if factory testing is not included).
- One (1) Ductile Iron Pump Lifting Bail
- One (1) 30' 316SST Lifting Chain
- One (1) Lot of installation of new pumps which includes upgrading the control panel to include new KSB "Pump-Safe" Relays. PSI will use our crane trucks and service personnel to remove old pumps and install the new pump and motor. We will be responsible for keeping the lift station pumped down during this work. This includes supplying and installing new KSB "Pump-Safe" moisture and thermal relay in the existing control panel. These devices are required for pump warranty. We have a TECL and are authorized to do this type of work.

Total Price:

\$ 38,199.00

Note: Existing site was verified and we recorded 60 PSI static on the pressure gauge (+ 23' vertical lift from the water to the pressure gauge) when no pumps were running and 70 PSI on the pressure gauge (+ 23' vertical lift from the water to the pressure gauge) when the pump was running. Existing conduits, access hatch, and controls were verified. Existing 4" Flowserve claw is required to mount on new KSB pump.

Delivery: 16-18 weeks or sooner after receipt of a Purchase Order.

- (1) The price quoted is F.O.B. Jobsite (WTCPUA, TX).
- (2) There are no other, fittings, pipings, etc. that are not specifically mentioned above
- (3) Federal taxes, state taxes, or local taxes are NOT included.
- (4) Terms are Net 30 Days, Standard Terms and Conditions Apply.
- (5) This Quote is Valid for 60 DAYS from the date on the quote.

Thank you for your consideration of the proposed equipment.

Sincerely,

James Mansfield

James Mansfield
Pump Solutions Inc.
Cell: (512) 809-2302

Project
Customer pos.no
Project ID
Pos.no
Created by

PSI - James Mansfield

WTCPUA LS #14



Page 1 / 5
3/11/2019

Data sheet

Pump type

KRT K 100-400/804XNG-K

Operating data

Flow	1000	US g.p.m.	Fluid		
Head	182	ft	Density of fluid	62.3	lb/ft³
Operating speed	1778	rpm	Viscosity	1.08E-5	ft²/s
Shaft power	66.8	hp	Temperature	68	°F
Efficiency	68.7	%			
Required pump NPSH	22	ft			
Head H(Q=0)	230	ft			
Application range	Head		Flow		
From	203	ft	437	US g.p.m.	
To	121	ft	1850	US g.p.m.	

Design

Make	KSB	Impeller type	Multi channel impeller
Design	Submersible pump		Closed
Series	KRT K	Impeller size	(358) 14 inch
Frame size	100-400		Max. (408) 16 inch
Stages	1		Min. (355) 14 inch
Curve number	K43198s/0	Free passage	3 inch inch
		Weight	2431.7 lb
Type of bearings	Antifriction		
Nos. of bearings	2 / 1		
Lubrication	Grease lubrication. regreasing without dismantling of pump		
Suction port	Pressure rating	--	
	Flange size	DN0	---
	Flange size	DN1	6"
	Norm	--	
Discharge port	Pressure rating	CLASS 125	
	Flange size	DN2	4 inch
	Flange size	DN3	6 inch
	Norm	ASME/ANSI B16.1	
Suction port: pump (DN1)		Discharge port: discharge elbow (DN3)	

Materials

Pump casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Discharge cover	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Impeller	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Shaft	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Bearing bracket	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)
Bolts. nuts	Stainless steel A4 (EN-1.4571) (A 276 Type 316)
Shaft protection sleeve	Stainless steel EN-1.4021+QT800 (A 276 Type 420)
Casing wear ring	Grey cast iron EN-JL1030 (A 48 Class 30B)
Impeller wear ring	Semi austenitic CrNi stainless steel VG 434 (A 890 Grade 5A)
O-Rings	Nitrile rubber (NBR)
Cooling Jacket	Stainless steel EN-1.4571 (A 276 Type 316 Ti)

Project
Customer pos.no
Project ID
Pos.no
Created by

PSI - James Mansfield
WTCPUA LS #14



Page 2 / 5
3/11/2019

Data sheet

Pump type

KRT K 100-400/804XNG-K

Shaft seal

Type of seal
Arrangement:
Seal on medium side
Mechanical seal. pump-side
Mechanical seal. bearing-side

Double mechanical seal
Tandem
with elastomer bellows
Silicon carbide / Silicon carbide
Carbon / Silicon carbide

Monitoring

Thermal winding protection
Explosion proof protection
Motor housing monitoring
Mechanical seal leakage detection
Bearing temperature monitoring

By temperature sensitive switches or PTC

By conductive moisture sensor electrode
By float switch
By PT 100 RTD

Coating

Preparatory treatment
Blasting method
Primer
Dry film thickness primer
Top coat
Solids content
Dry film thickness top coat
Color

SSPC near white SP 10
Steel grit blasting
Zinc phosphate or Zinc dust
> 1 1/2 mils (35 microns)
2-component epoxy resin
> 82 %
> 6 mils (150 microns)
Ultramarine Blue

Installation

INSTALLATION

Type of installation:
automatic connection to a
permanently installed discharge elbow
Discharge elbow size (DN2/DN3):
Flange to suit:
Claw:
Installation depth:
Guide system:
Guide bar dimension:
Lift rigging:
Length of lifting device:
Lifting loops:
Installation accessories:
fasteners,
claw, bracket, lifting chain,
but without guide bars
Materials:
Discharge elbow:
Claw:
Bracket:
Lifting device:

Wet well installation designed for

6 inch / 6 inch
ASME/ANSI B16.1, CLASS 125
Bolted to the pump
15 ft (4.5 m)
Double guide bars, by contractor
2" diameter pipes
stainless steel lifting chain
33 ft (10 m)
Every 8 ft (2.5 m)
Discharge elbow, 6 inch / 6 inch

Grey cast iron EN-GJL-250 (A 48 Class 35B)
Grey cast iron EN-GJL-250 (A 48 Class 35B)
Stainless steel EN-1.4571 (A 276 Type 316 Ti)
Stainless steel EN-1.4404 (A 276 Type 316L)

INSTALLATION

Project
Customer pos.no
Project ID
Pos.no
Created by

PSI - James Mansfield

WTCPUA LS #14

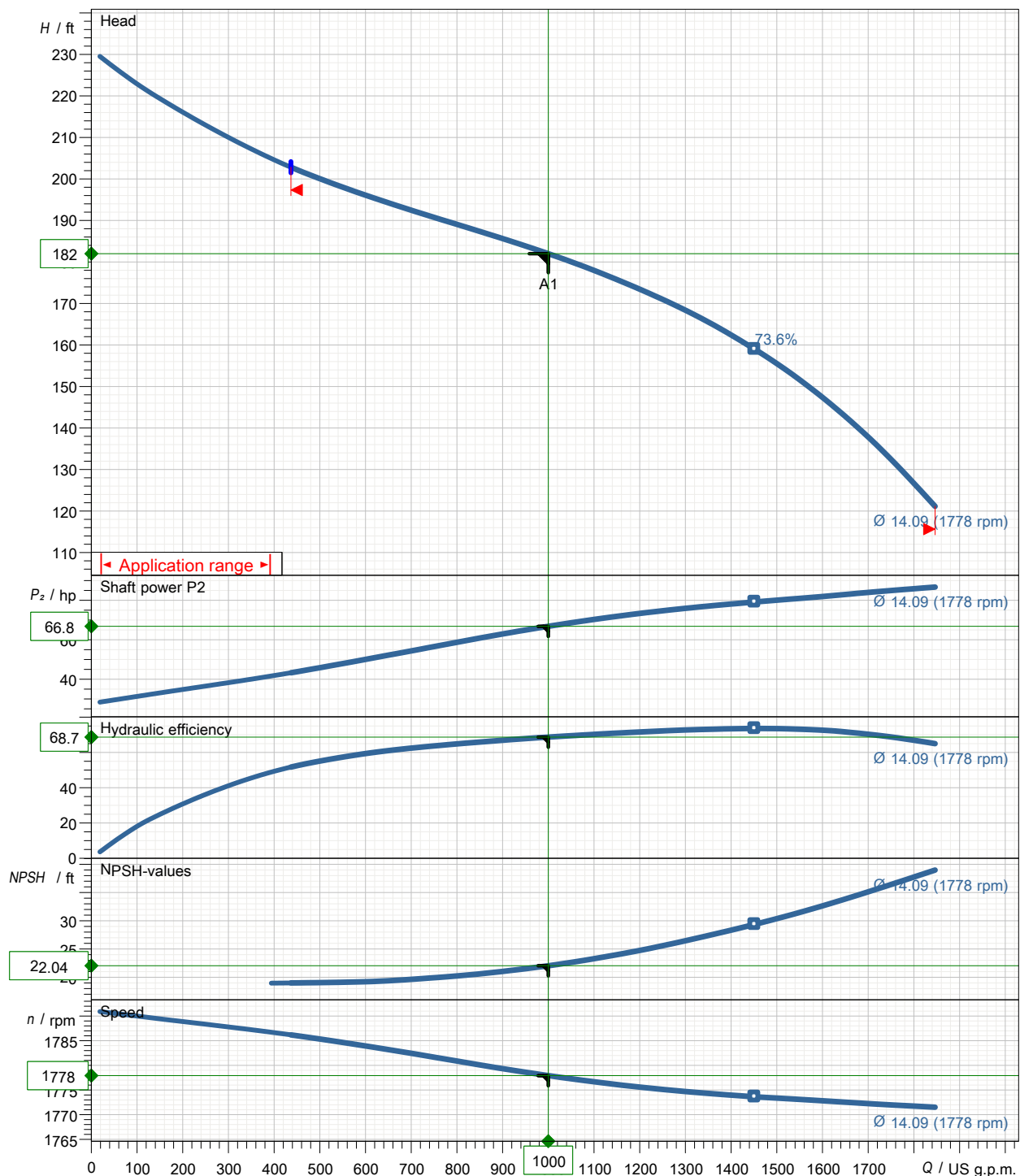


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3/11/2019

Performance curve

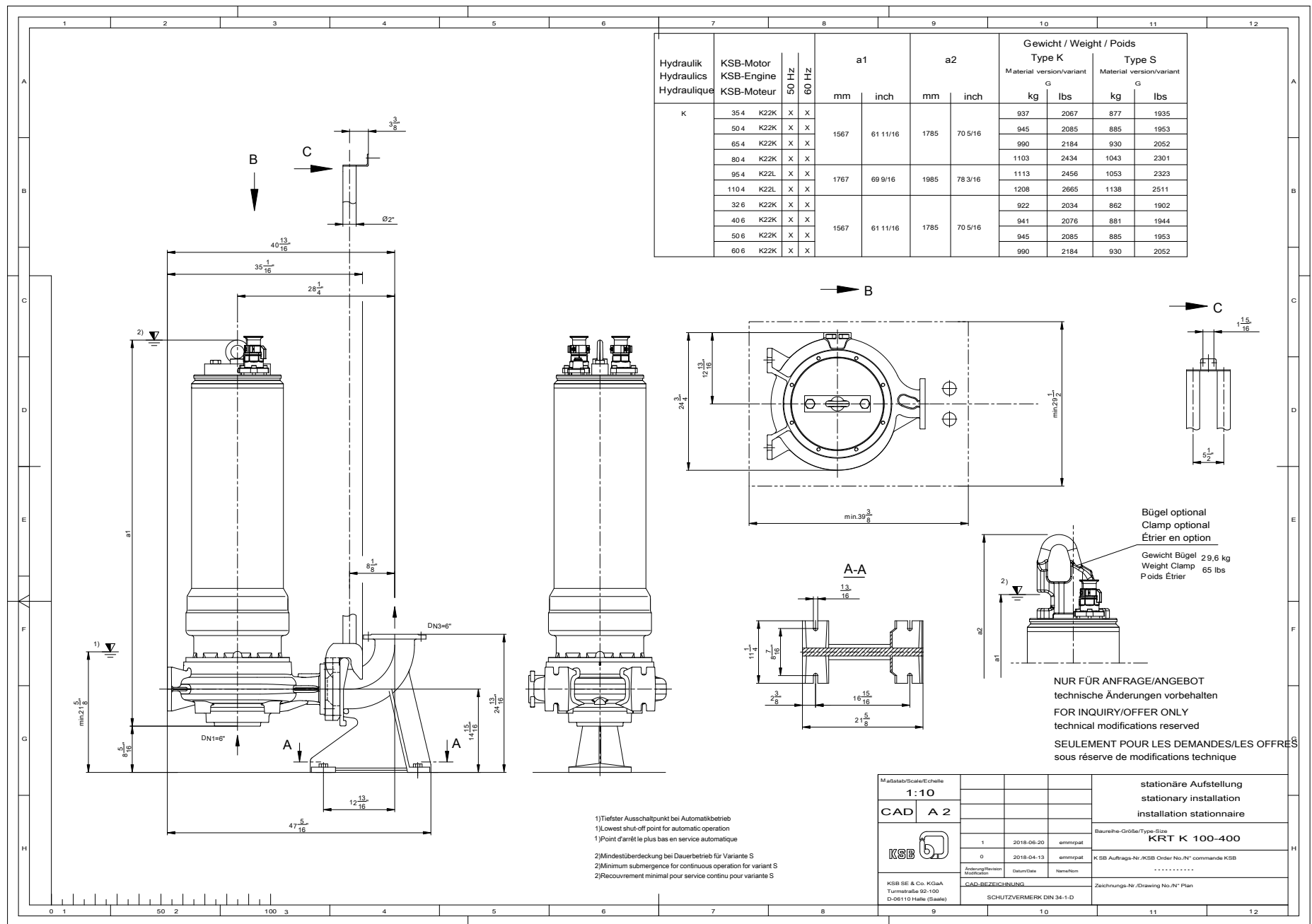
Pump type

KRT K 100-400/804XNG-K



Impeller type	Multi channel impeller	Closed	Curve number	K43198s/0
Free passage	3 inch	Density of fluid	62.322 lb/ft ³	60 Hz
Impeller size	14 inch (358)	Viscosity	1.082E-5 ft ² /s	Speed
				1778 1/min

KSB Inc., Richmond, VA. / KSB Pumps Inc., Mississauga, Ontario / KSB AG, Halle (Germany)



Project
Customer pos.no
Project ID
Created by
Pos.no

PSI - James Mansfield

WTCPUA LS #14



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3/11/2019

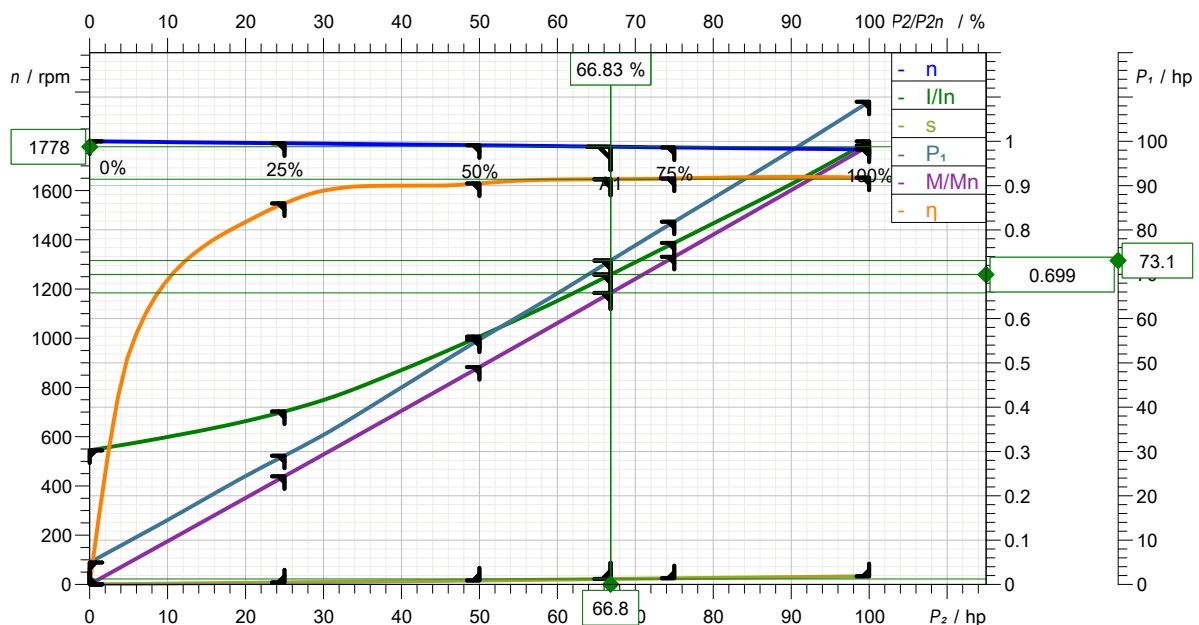
Data sheet: Motor data

Motor type **804XNG K / D**

Motor manufacturer	KSB SE & Co. KGaA	Rated voltage	460	V
Design acc. standard	-	Rated frequency	60	Hz
Service factor	1.14	Rated HP (D.O.L) or VFD	100	hp
Degree of protection	IP68	Rated current	118	A
Insulation class	H	Nominal speed	1767	rpm
Starting mode	Direct starting	NEMA code letter	G	
No. starts / h	10	Starting to rated current	6	
Coolant temperature	< / = 104 °F (40 °C)	Starting current	708	A
Motor casing	Grey cast iron EN-GJL-250 (A 48 Class 35B)			
Explosion protection	Class I, Div. 1, Groups C,D, T3			
Pump type	KRT K 100-400/804XNG-K			

Load	P1 kW	P2 hp	eta %	cos phi	I A
4/4	81.23	100.0	91.8	0.86	118.0
3/4	61.06	75.0	91.6	0.84	91.0
2/4	41.20	50.0	90.5	0.78	66.0
1/4	21.67	25.0	86.0	0.59	46.0

Main cable	2 x AWG 5-4	Diameter	0.89 inch...0.94 inch
Control cable	1 x AWG 15-10	Diameter	0.63 inch...0.67 inch
Cable. outer sheath	Waterproof synthetic rubber compound		
Cable length	33 ft (10 m)		



KSB Inc., 4415 Sarellen Road, Richmond, Virginia 23231, Phone: 001-804-222-1818, Fax: 001-804-226-6961
KSB Pumps Inc, 5885 Kennedy Road, Mississauga, Ontario L4Z 2G3 (Canada), Phone: (0905) 568-9200, Fax: (0905) 568-9120

KSB Aktiengesellschaft, Turmstrasse 92, 06110 Halle (Germany), Phone +49 (345) 48260, Fax +49 (345) 4826 4699, www.ksb.com



**SMITH
PUMP
COMPANY, INC.**

Bill to : West Travis County Public Utility Agency
accountspayable@wtcpua.org
13215 Bee Cave Parkway
Building B, Suite 110

Contact : Michael Sarot 8738
Phone : 512 263 0100
Fax : 512 263 2289

Ship to : West Travis County Public Utility Agency
12215 Bee Cave Road
Austin, TX 78738

Contact : Michael Sarot
Phone : 512 897 7898
Fax : 512 263 2289

Remit to : 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744

Phone : (512) 310-1480
Fax : (512) 310-1417

QUOTATION

Number	: SQ024025-1	Page	: 1 of 4
Sales order	:	Date	: 12/14/2018
Your ref.	:	Our ref.	: 428
Requisition	:	Payme:	: Net 30 Days
Quotation deadline	: 1/13/2019	Sales	: TXCEN
Delivery Term	: FOB Destination	Name	: Darrel R. Mize

QUOTATION

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	New Flowserve 4MSX17A Pump	1.00	43,662.00	43,662.00
	(1) New Flowserve 4MSX17A Submersible Pump			
	100 HP 1800 RPM			
	460V/3Ph/60Hz			
	- 35' Power Cord			
	- SS Impeller and Casing Wear Ring			
	- Cable Grips			
	Lead Time: 20-21 weeks ARO			
	Pump quoted as duplicate replacement of S/N: 1404MS006130-1			
	Adder: (if desired)			
	New Slide Bracket - \$500.00			
2.0000	Delivery	1.00	314.00	314.00
	(1) Item of delivery to jobsite			
3.0000	Start Up Services	1.00	645.00	645.00
	(1) Item of start up services			
	Note:			
	Installation not included			

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
44,621.00	0.00	0.00	0.00	0.00	44,621.00 USD



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

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Fax: (512) 310-1417**

Bill to .: West Travis County Public Utility Agency
accountspayable@wtcpua.org
13215 Bee Cave Parkway
Building B, Suite 110

Contact : Michael Sarot 8738
Phone : 512 263 0100
Fax ...: 512 263 2289

Ship to : West Travis County Public Utility Agency
12215 Bee Cave Road
Austin, TX 78738

Contact : Michael Sarot
Phone : 512 897 7898
Fax ...: 512 263 2289

QUOTATION

Number: SQ024025-1	Page : 2 of 4
Sales order:	Date : 12/14/2018
Your ref.:	Our ref: 428
Requisition:	Payme: Net 30 Days
Quotation deadline : 1/13/2019	Sales : TXCEN
Delivery Term: FOB Destination	Name : Darrel R. Mize

TERMS AND CONDITIONS

1. Applicability – These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. Price – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.

SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. Warranty – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. Payment – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

**Phone: (512) 310-1480
Fax: (512) 310-1417**

Bill to .: West Travis County Public Utility Agency
accountspayable@wtcpua.org
13215 Bee Cave Parkway
Building B, Suite 110

Contact : Michael Sarot 8738
Phone : 512 263 0100
Fax: 512 263 2289

Ship to : West Travis County Public Utility Agency
12215 Bee Cave Road
Austin, TX 78738

Contact : Michael Sarot
Phone : 512 897 7898
Fax: 512 263 2289

QUOTATION

Number: SQ024025-1	Page : 3 of 4
Sales order:	Date : 12/14/2018
Your ref.:	Our ref: 428
Requisition:	Payme: Net 30 Days
Quotation deadline : 1/13/2019	Sales : TXCEN
Delivery Term: FOB Destination	Name : Darrel R. Mize

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Joint Check Agreement– If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.

6. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

7. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

8. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

9. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

10. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

11. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

12. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

13. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach.

If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

14. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan



**SMITH
PUMP
COMPANY, INC.**

Bill to .: West Travis County Public Utility Agency
accountspayable@wtcpua.org
13215 Bee Cave Parkway
Building B, Suite 110

Contact : Michael Sarot 8738
Phone : 512 263 0100
Fax ... : 512 263 2289

Ship to : West Travis County Public Utility Agency
12215 Bee Cave Road
Austin, TX 78738

Contact : Michael Sarot
Phone : 512 897 7898
Fax ... : 512 263 2289

County, Texas.

ACCEPTED BY:
COMPANY NAME: _____

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

**Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

**Phone: (512) 310-1480
Fax: (512) 310-1417**

QUOTATION

Number: SQ024025-1	Page : 4 of 4
Sales order:	Date : 12/14/2018
Your ref.:	Our ref: 428
Requisition:	Payme: Net 30 Days
Quotation deadline : 1/13/2019	Sales : TXCEN
Delivery Term: FOB Destination	Name : Darrel R. Mize

Hamilton Electric Works

Quote 74720

Michael,

A replacement Flowserve will run 79,958.34 with a 18-20 wk lead time

Thanks

John

Michael,

The 100HP Flowserve pump will run 46,159.44 to repair with a 6-8 wk

Lead time and include the following

Rewind

Power Cords

Terminal board

Bearings

Mechanical Seal

O-rings / gaskets

Overloads

Coolent

Bore and sleeve DE Housing

Casing & Impeller wear rings

Thanks

John

ITEM H

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
SATURN FIVE SIGNAL HILL, LLC
(Signal Hill Estates Subdivision)**

This Agreement is made and entered into as of the ____ day of _____, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and Saturn Five Signal Hill, LLC, a Texas limited liability company, whose address is 6901 Turtle Point Drive, Austin, Texas 78746 (herein the “**Seller**”).

RECITALS

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

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

AGREEMENT

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

1. **Definitions.**

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

C.C. Carlton Industries, Ltd. for Signal Hill Subdivision, Water Improvements, Paving, Drainage, Water Quality and Dry Utility Improvements dated April 18, 2018.

(b) Facilities: All internal water facilities constructed to serve the Signal Hill Subdivision, a subdivision in Travis County, Texas, and according to the final plat recorded in Document Number 201800113 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

(Seal)

Notary Public Signature

SELLER

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20__, by _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A – The Facilities

ITEM	QUANTITY	UNITS
Fire Hydrant Assembly	15	EA
Double Service (Including meter box and all appurtenances)	27	EA
Single Service (Including meter box and all appurtenances)	7	EA
Irrigation Meter for Entry and Park	2	EA
8" PVC (C900, DR 14, includes joint restraint and appurtenances, and fittings)	4022	LF
12" PVC (C900, DR 14, includes joint restraint and appurtenances, and fittings)	2001	LF
Jack & Bore 20" Encasement Pipe and Spacers for 12" Carrier Pipe	89	LF
12" DI (CL-350, includes joint restraint and appurtenances, and fittings)	444	LF
16" DI (CL-350, includes joint restraint and appurtenances, and fittings)	1026	LF
8" Gate Valve (includes joint restraint)	5	EA
12" Gate Valve (includes joint restraint)	3	EA
16" Gate Valve (includes joint restraint)	1	EA
16" X 8" Tapping Sleeve & Valve	1	EA
16" X 12" Tapping Sleeve & Valve	1	EA
16" X 24" Tapping Sleeve & Valve	1	EA
8" Plug	2	EA
Trench Safety	7049	LF
Air Release Valve	2	EA
Extend 20" Bore	15	LF

AFFIDAVIT AS TO NO LIENS

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BEFORE ME, the undersigned authority, on this day personally appeared _____, who, being by me first duly sworn, upon oath says:

"I am the _____ of _____, a _____,
which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of
said partnership's right, title, and interest in and to certain water facilities and improvements
constructed to serve property located within the Agency's service area.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefore, and there are no liens of any nature whatsoever against said facilities."

SELLER

By: _____

Name: _____

Date: _____

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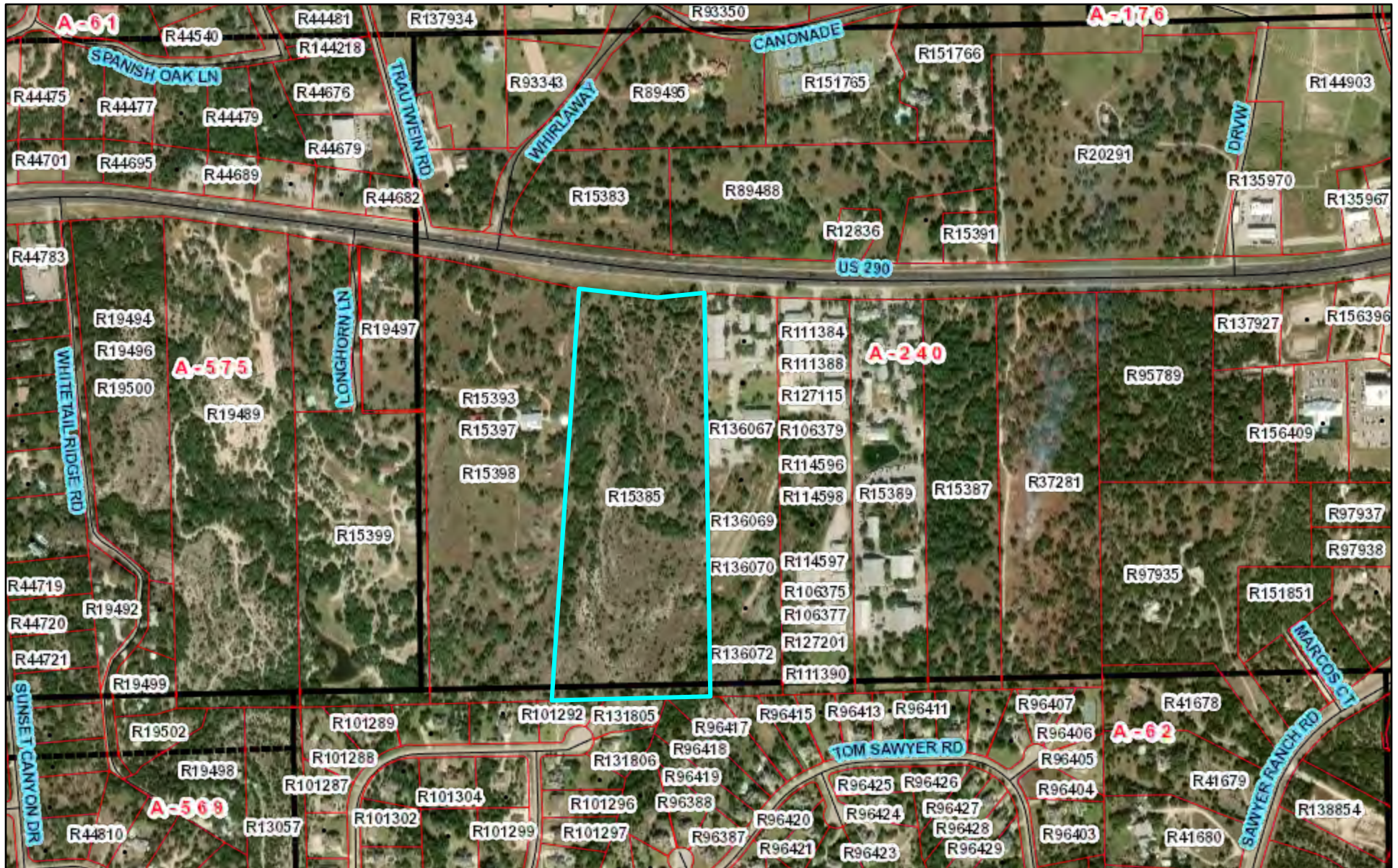
This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name:

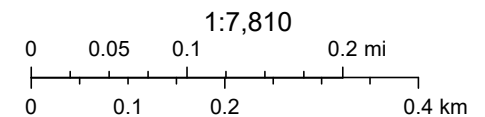
My Commission expires: _____

Signal Hill Commercial



February 14, 2019

- Parcel Lines
- Historical Lines
- Roads
- Abstracts
- Parcel ID



USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS

VI. NEW BUSINESS

ITEM A

ITEM B

A RESOLUTION AUTHORIZING THE ISSUANCE OF “WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2019”; PROVIDING THE TERMS AND CONDITIONS OF THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL OF THE DISTRIBUTION OF AN OFFICIAL STATEMENT RELATING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A BOND PURCHASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE FOR PAYMENT OF THE FINAL LCRA INSTALLMENT PAYMENT AND COSTS OF CAPITAL IMPROVEMENT PROJECTS

WHEREAS, Chapter 572, Texas Local Government Code, as amended (the “Act”), authorizes certain public entities to create a public utility agency for the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water for such public entities; and

WHEREAS, the governing bodies of the Participants (defined herein) authorized and approved the creation of the West Travis County Public Utility Agency (the “PUA”) as a separate agency and political subdivision of the State of Texas and as their constituted authority and instrumentality to accomplish the specific public purpose of planning, financing, acquiring, constructing, owning, operating or maintaining facilities necessary for the collection, transportation, treatment, and disposal of sewage and the conservation, storage, transportation, treatment, and distribution of water for the Participants, specifically the System (as defined herein), pursuant to the Act; and

WHEREAS, pursuant to Section 572.058 of the Act and that certain Utilities Installment Purchase Agreement, dated as of January 17, 2012, as amended (collectively, the “Purchase Contract”), by and between the PUA and the Lower Colorado River Authority (the “LCRA”), the PUA has agreed to purchase and the LCRA has agreed to sell certain water supply and wastewater treatment facilities and water distribution and sanitary sewer collection facilities and to operate the System as a single system for the purpose of providing water and wastewater services to the Participants; and

WHEREAS, pursuant to the provisions of the Act and the other laws of the State of Texas (the “State”), the PUA and the Participants entered into an Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement, dated as of March 19, 2012 (the “Agreement”) pursuant to which the PUA agreed, among other things, to finance the acquisition of the System and under which the Participants agreed to make payments to the PUA in amounts sufficient to meet all of the PUA’s obligations relating to the System; and

WHEREAS, the Act authorizes the PUA, acting through its Board of Directors (the “Board”), to issue revenue bonds to finance the System, payable from Net Revenues, for the purpose of financing, refinancing, acquiring and constructing the System; and

WHEREAS, the recitals and provisions of the Agreement are incorporated herein as if set forth in its entirety, and the capitalized terms of this resolution (the “Resolution”) shall have the same meanings, and shall be defined as set forth in the Agreement; and

WHEREAS, this resolution constitutes a “Bond Resolution” as that term is defined in the Agreement;

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

SECTION 1: Definitions; Interpretations. For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 37 of this Resolution have the meanings assigned to them in such Section, and all such terms include the plural as well as the singular; (ii) all references in this Resolution to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Resolution as originally adopted; (iii) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Section or other subdivision; and (iv) any duty, responsibility, privilege, power or authority conferred by this Resolution upon an officer shall extend to an individual who occupies such office in an interim, acting or provisional capacity.

Act shall have the meaning given such term in the recitals hereto.

Additional Senior Lien Obligations shall mean the obligations issued in accordance with the terms and conditions prescribed in Section 20 hereof.

Agreement shall have the meaning given such term in the recitals hereto.

Authorized Official shall mean any of the President of the Board, the Vice President of the Board and the General Manager of the PUA, acting individually.

Average Annual Debt Service Requirements shall mean that average amount which, at the time of computation, will be required to pay the Debt Service Requirements on all outstanding Senior Lien Obligations when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Debt Service Requirement by the number of Fiscal Years then remaining before Stated Maturity of such Senior Lien Obligations. For purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

Board shall have the meaning given such term in the recitals hereto.

Bond Date shall mean April 24, 2019.

Bond Fund shall mean the special Fund or account created and established by the provisions of Section 13 of this Resolution.

Bond Purchase Agreement shall mean the agreement between the PUA and the Underwriters described in Section 35 of this Resolution.

Bonds shall mean the “West Travis County Public Utility Agency Revenue Bonds, Series 2019” authorized by this Resolution.

Coverage Period shall mean (i) the Fiscal Year preceding the date of adoption of a resolution authorizing the issuance of Senior Lien Obligations or (ii) any consecutive 12 month period ending not more than 6 months before the date of adoption of a resolution authorizing the issuance of Senior Lien Obligations.

Credit Agreement shall mean a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase debt, purchase or sale agreements, interest rate swap agreements, or commitments or other contracts or agreements authorized, recognized, and approved by the PUA as a Credit Agreement in connection with the authorization, issuance, security, or payment of any Bond.

Credit Facility shall mean (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations; provided that a Rating Agency having an outstanding rating on any Bond would rate such Bond fully insured by a standard policy issued by the insurer in one of its two highest generic rating categories for such obligations, or (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on any Bond would rate such Bond in one of its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of such Bond and the interest thereon.

Credit Provider shall mean any bank, financial institution, insurance company, surety bond provider, or other institution which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

Debt Service Requirements shall mean, as of any particular date of computation and with respect to any Outstanding obligations and any period, the aggregate of the amounts to be paid or set aside by the PUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by assuming that the interest rate for every 12-month period on such obligations is equal to the rate of interest reported in the most recently published edition of *The Bond Buyer* (or its successor) at the time of calculation as the LIBOR Index, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

Depository shall mean an official depository bank of the PUA.

EMMA shall mean the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Facilities Fund shall mean the fund created in Section 16.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

Fiscal Year shall mean the twelve month accounting period used by the PUA in connection with the operation of the System, currently ending on September 30th of each year, which may be any twelve consecutive month period established by the PUA.

Government Securities shall mean any securities now or hereafter permitted by law for defeasance of public securities, including (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

Gross Revenues shall mean all revenues, income, impact, capital recovery or connection fees which may be derived from the ownership and/or operation of the System as it is purchased, constructed or otherwise acquired, including payments pursuant to the Agreement, but shall not mean any revenues derived from a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities which under the terms of the authorizing resolution(s) or order(s) that may be pledged for the requirements of Special Project Bonds issued particularly to finance certain facilities (even though the facilities to be financed with the Special Project Bonds are physically connected to the System) needed in performing any such contract or contracts; *provided, however*, that the Board may utilize any revenues, including those generated by the Agreement, in excess of the debt service and other funding requirements with respect to the Senior Lien Obligations for any lawful purpose in accordance with this Resolution and the Agreement.

Holder shall have the meaning prescribed in Section 4 of this Resolution.

Inferior Lien Obligations shall mean (i) any bonds, notes, warrants, or other obligations hereafter issued by the PUA payable wholly or in part from a pledge of and lien on Net Revenues, all as further provided in Section 21 of this Resolution, which is subordinate and inferior to the lien on and pledge thereof securing the payment of any Senior Lien Obligations or Junior Lien

Obligations hereafter issued by the PUA, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues as determined by the Board in accordance with any applicable law.

[*Insured Bonds* shall mean the Bonds maturing in the years _____.]

Interest Payment Date shall mean any date semiannual interest is payable on the Bonds, being February 15 and August 15 of each year, commencing August 15, 2019, while any of the Bonds remain Outstanding.

Issue Date shall mean the date of physical delivery of the Initial Bond for the payment in full by the Underwriters.

Junior Lien Obligations shall mean (i) any bonds, notes, warrants, or any similar obligations hereafter issued by the PUA that are payable wholly or in part from a pledge of and lien on Net Revenues, all as further provided in Section 21 of this Resolution, which is junior, subordinate and inferior to the lien on and pledge thereof securing the payment of any Senior Lien Obligations and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues as determined by the Board in accordance with any applicable law.

LCRA shall have the meaning given such term in the recitals hereto.

LIBOR Index shall mean the rate for deposits in U.S. dollars with a one year maturity that appears on Reuters Screen LIBOR01 Page (or such other page as may replace that page on that service, or such other service as may be nominated by the British Bankers Association, for the purpose of displaying London interbank offered rates for U.S. dollar deposits), except that, if such rate does not appear on such page on the date of calculation, the LIBOR Index shall mean a rate determined on the basis of the rates at which deposits in U.S. dollars for a one-year maturity and in a principal amount of at least U.S. \$1,000,000 are offered to prime banks in the London interbank market by three major banks in the London interbank market.

MSRB shall mean the Municipal Securities Rulemaking Board.

Net Revenues shall mean Gross Revenues of the System, with respect to any period, after deducting the Operation and Maintenance Expenses during such period.

Operation and Maintenance Expenses shall mean (i) all costs and expenses of operation and maintenance of the System, including amounts payable under any contract with any person, including, but not limited to, any federal, state or local agency for the right to any source of water; any contribution or payment in lieu of taxes or any fee or charge by a government authority relating to the PUA's production of water or sale of treated water; fees and charges to be paid to the Texas Commission on Environmental Quality or any other federal, state or local agency for regulatory purposes or for services rendered; the costs of operating personnel, utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the System; overhead expenses; costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the System; and payments made in

satisfaction of judgments resulting from claims not covered by insurance arising in connection with the acquisition, operation and maintenance of the System, and (ii) all amounts payable by the PUA to LCRA pursuant to the Purchase Contract. The term "Operation and Maintenance Expenses" does not include depreciation charges.

Outstanding shall mean, when used in this Resolution with respect to Bonds, as of the date of determination, all Bonds issued and delivered under this Resolution, except:

- (i) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (ii) those Bonds for which payment has been duly provided by the PUA in accordance with the provisions of Section 39 of this Resolution by the irrevocable deposit with the Paying Agent/Registrar, or an authorized escrow agent, of money or Government Securities, or both, in the amount necessary to fully pay the principal of, premium, if any, and interest thereon to maturity or redemption, as the case may be, provided that, if such Bonds are to be redeemed, notice of redemption thereof shall have been duly given pursuant to this Resolution or irrevocably provided to be given to the satisfaction of the Paying Agent/Registrar, or waived; and
- (iii) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 34 of this Resolution.

Participants shall mean, collectively, (i) the City of Bee Cave, Texas, (ii) Hays County, Texas, (iii) Lake Pointe Municipal Utility District, as successor in interest to West Travis County Municipal Utility District No. 5 and (iv) any public entity that may participate in the PUA, from time to time, after adoption of a concurrent ordinance or order in accordance with Section 572.053, Texas Local Government Code.

Paying Agent/Registrar shall mean BOFK, NA, doing business as Bank of Texas, Austin, Texas and its successors in such capacity.

Paying Agent/Registrar Agreement shall mean the agreement referred to in Section 4 of this Resolution.

Previously Issued Bonds shall mean the Outstanding and unpaid Senior Lien Obligations, further identified as follows: (i) West Travis County Public Utility Agency Revenue and Refunding Bonds, Series 2013, dated August 1, 2013, issued in the original principal amount of \$163,870,000, currently outstanding in the aggregate principal amount of \$9,130,000, (ii) West Travis County Public Utility Agency Revenue Bonds, Series 2015, dated April 15, 2015, issued in the original principal amount of \$37,035,000, currently outstanding in the aggregate principal amount of \$36,600,000 and (iii) West Travis County Public Utility Agency Revenue Refunding Bonds, Series 2017, dated December 28, 2017, issued in the original principal amount of \$151,730,000, currently outstanding in the aggregate principal amount of \$149,205,000.

Prudent Utility Practice shall mean any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods,

and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. In the case of any facility included in the System which is owned in common with one or more other entities, the term “Prudent Utility Practice,” as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

PUA shall mean West Travis County Public Utility Agency and any other public agency or other entity succeeding to the powers, rights, privileges and functions of the PUA and, when appropriate, the Board.

Purchase Contract shall have the meaning given such term in the recitals hereto.

Rate Stabilization Fund shall mean the fund created in Section 15.

Rating Agency shall mean any nationally recognized securities rating agency which has assigned a rating to the Bonds.

Record Date shall mean the first day of the month in which an Interest Payment Date occurs.

Required Reserve Amount shall mean the amount required to be deposited and maintained in the Reserve Fund under the provisions of Section 14 of this Resolution.

Required Reserve Fund Deposits shall mean the monthly deposits, if any, required to be deposited and maintained in the Reserve Fund under the provisions of Section 14 of this Resolution.

Reserve Fund shall mean the special fund created and established by the provisions of Section 14 of this Resolution.

Resolution shall mean this resolution adopted by the Board on March 21, 2019.

Revenue Fund shall mean the fund or account created and established by the provisions of Section 12 of this Resolution.

Rule shall mean SEC Rule 15c2-12, as amended from time to time.

SEC shall mean the United States Securities and Exchange Commission.

Security Register shall have the meaning prescribed in Section 4 of this Resolution.

Senior Lien Obligations shall mean (i) the Bonds, (ii) the Previously Issued Bonds and (iii) any bonds, notes, warrants, or other evidences of indebtedness which the PUA reserves the

right to issue or enter into, as the case may be, pursuant to the terms and conditions provided in Section 20 of this Resolution and which are equally and ratably secured by a first and prior lien on and pledge of the Net Revenues.

Special Project Bonds shall mean bonds which the PUA expressly reserves the right to issue in Section 22 of this Resolution.

Stated Maturity shall mean the annual principal payments of the Bonds, payable on August 15 of each year, as set forth in Section 3 of this Resolution.

System shall mean the works, improvements, facilities, plants, equipment, appliances, property, easements, leaseholds, licenses, privileges, right of use or enjoyment, contract rights or other interests in property comprising the utility system of the PUA, now owned or to be hereafter purchased, constructed or otherwise acquired whether by deed, contract or otherwise, together with any additions or extensions thereto or improvements and replacements thereof, or the utility system of any other entity to which the PUA has contractual rights of use, except the facilities which the PUA may purchase or acquire with the proceeds of the sale of Special Project Bonds, so long as such Special Project Bonds are outstanding, notwithstanding that such facilities may be physically connected with the System.

Underwriters shall mean the initial purchaser(s) of the Bonds named in the Bond Purchase Agreement.

SECTION 2: Authorization; Designation; Principal Amount; Purpose. Revenue bonds of the PUA shall be and are hereby authorized to be issued in the aggregate principal amount of _____ AND NO/DOLLARS (\$ _____), to be designated and bear the title of “WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2019” for the purpose of (i) acquiring and constructing the system, (ii) funding a reserve fund, and (iii) paying the costs of issuing the Bonds. The Bonds shall be payable as to both principal and interest solely from and equally and ratably secured by a lien on and pledge of Net Revenues. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly, the Act.

SECTION 3: Fully Registered Bonds; Authorized Denominations; Stated Maturities; Interest Rates; Interest Payments; Bond Date. The Bonds are issuable in fully-registered form only; shall be dated the Bond Date and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall become due and payable on August 15 in each of the years and in the principal amounts and bear interest on the unpaid principal amounts from the Bonds Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020		
2021		
2022		
2023		

<u>Year of Stated Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		

SECTION 4: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of and interest on the Bonds shall be without exchange or collection charges to the Holder of the Bonds.

The selection of BOFK, NA to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved. The PUA agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Security Register") for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement presented herewith, and such reasonable rules and regulations as the Paying Agent/Registrar and the PUA may prescribe. The PUA covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The PUA reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or resolutions terminating such agency. Additionally, the PUA agrees to promptly cause a written notice of such substitution to be sent to each Holder of the Bonds by United States Mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption or otherwise, shall be payable only to the registered owner of the Bonds appearing on the Security Register (the "Holder" or "Holders") maintained on behalf of the PUA by the Paying Agent/Registrar as hereinafter provided (i) at the close of business on the Record Date for purposes of payment of interest thereon, (ii) on the date of surrender of a Bond for the purpose of receiving payment of principal thereof upon redemption or at Stated Maturity, and (iii) on any date for any other purpose. The PUA and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the PUA nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Redemption.

(a) *Optional Redemption.* The Bonds maturing on and after August 15, 20__ are subject to optional redemption, in whole or, from time to time, in part on August 15, 20__, or any date thereafter, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected by lot or other random selection method by the Paying Agent/Registrar) at a redemption price of par plus accrued interest thereon.

(b) [Mandatory Redemption. The Bonds maturing on August 15 in the years 20__ and 20__ will be issued as term bonds (the “Term Bonds”) and shall be subject to the following mandatory redemption requirements:

TERM BONDS MATURING AUGUST 15, 20__

Mandatory Redemption Date (August 15)	<u>Principal Amount</u>	<u>Redemption Price</u>

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the PUA, by the principal amount of any Term Bonds of such stated maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been acquired by the PUA and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the PUA with money in the Bond Fund (and not the Reserve Fund), or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption.]

(c) At least thirty-five (35) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the PUA shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof.

If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select by lot or other customary random selection method the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first-class postage prepaid, in the name of the PUA and at the PUA’s expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption

price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given as herein provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on said Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Resolution. Additionally, notice may also be sent by the PUA to any registered securities depository and to any national information service that disseminates redemption notices.

(d) The PUA reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the PUA retains the right to rescind such notice at any time prior to the scheduled redemption date if the PUA delivers a certificate of the PUA to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Holders. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the PUA to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

(e) Neither the PUA nor the Paying Agent/Registrar shall be required (i) to transfer or exchange any Bond during a period beginning forty-five (45) days prior to the date fixed for redemption of the Bonds or (ii) to transfer or exchange any Bond selected for redemption, provided; however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to redemption in part.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the PUA by the President or the Vice President of the Board and attested by the Secretary or any Assistant Secretary of the Board. The signature of any such officer on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Bond Date, the proper officers of the PUA shall bind the PUA, notwithstanding that such

individuals or any of them shall cease to hold such offices prior to the delivery of the Bonds to the Underwriters, all as authorized and provided in Chapters 1201 and 1206, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit A, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Exhibit A, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 7: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the PUA shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of the same series and of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the PUA shall execute, and the Paying Agent/Registrar shall register and deliver, the Bonds, to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the PUA, evidencing the same obligation to pay, and entitled to the same benefits under this Resolution, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any fee, tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 34 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 8: Initial Bond. The Bonds herein authorized shall be issued initially as a single fully-registered Bond in the total principal amount provided herein with principal installments to become due and payable as provided herein and numbered T-1 and shall be registered in the name of the Underwriters or the designee thereof provided in Section 35. The Initial Bond shall be submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriters. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor, all pursuant to and in accordance with such written instructions from the Underwriters, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Form of Bond. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of the Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth Exhibit A hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Resolution and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistent herewith, be established by the PUA or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

[The following statement of insurance shall appear on the Initial Bond and on the definitive Bonds maturing on August 15 in the years ____:]

SECTION 10: Pledge of Net Revenues. The PUA hereby covenants and agrees that Net Revenues are hereby irrevocably pledged to the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds or accounts created and established for the payment and security thereof, all as hereinafter provided, subject to the

provisions of Section 42 hereof; and it is hereby resolved that the Senior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of Net Revenues and be valid and binding without any physical delivery thereof or further act by the PUA, and the lien created hereby on Net Revenues for the payment and security of the Senior Lien Obligations shall be prior in right and claim as to any other indebtedness, liability, or obligation of the PUA or the System.

Chapter 1208, Texas Government Code, as amended, applies to the issuance of the Bonds and the pledge of Net Revenues granted by the PUA under subsection (a) of this Section, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of Net Revenues granted by the PUA is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the PUA agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in this pledge to occur.

SECTION 11: Rates, Charges and Impact Fees. For the benefit of the Holders of the Senior Lien Obligations and in addition to all provisions and covenants in the laws of the State of Texas and in this Resolution, the PUA hereby expressly stipulates and agrees, while any of the Senior Lien Obligations are Outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year sufficient:

(i) To pay all Operation and Maintenance Expenses, or any expenses required by statute to be a first claim on and charge against the Gross Revenues of the System;

(ii) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Senior Lien Obligations hereafter issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Senior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a prior and first lien on and pledge of the Net Revenues;

(iii) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Junior Lien Obligations hereafter issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Junior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a junior and inferior lien on and pledge of the Net Revenues; and

(iv) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Inferior Lien Obligations hereafter issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Inferior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a subordinate and inferior lien on and pledge of the Net Revenues.

The PUA hereby covenants and agrees that the imposition and expenditure of impact fees are and will be in accordance with Chapter 395, Local Government Code, as amended, or any successor statute.

SECTION 12: Revenue Fund. The PUA hereby covenants and agrees that the Gross Revenues of the System shall be deposited, as collected and received, into a separate Fund or account previously created, established, and maintained with the Depository known as the “West Travis County Public Utility Agency Operating Fund” (referred to herein as the “Revenue Fund”) and that the Gross Revenues of the System shall be kept separate and apart from all other funds of the PUA. All Gross Revenues deposited into the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

(i) FIRST: to the payment of all Operation and Maintenance Expenses as defined herein or required by statute, to be a first charge on and claim against the Gross Revenues of the System.

(ii) SECOND: to the payment of the amounts that must be deposited in any special funds or accounts, including the Bond Fund and the Reserve Fund, created and established for the payment and security of the Senior Lien Obligations as the same become due and payable.

(iii) THIRD: to the payment of the amounts required to be deposited into the bond, reserve, contingency, or redemption funds created and established for the payment of any Junior Lien Obligations hereafter issued by the PUA as the same become due and payable.

(iv) FOURTH: to the payment of the amounts required to be deposited into the bond, reserve, contingency, or redemption funds created and established for the payment of any Inferior Lien Obligations hereafter issued by the PUA as the same become due and payable.

Any Net Revenue remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be transferred to the Rate Stabilization Fund and appropriated and used for any other PUA purpose now or hereafter permitted by law.

SECTION 13: Bond Fund; Surplus Bond Proceeds. For purposes of providing funds to pay the principal of and interest on the Senior Lien Obligations as the same become due and payable, the PUA has previously created at the Depository, and agrees to maintain a separate and

special Fund or account known as the “West Travis County Public Utility Agency Revenue Bonds Debt Service Fund” (referred to herein as the “Bond Fund”). The Authorized Officials covenant that there shall be deposited into the Bond Fund prior to each principal and interest payment date an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Senior Lien Obligations then coming due and payable, such deposits to pay maturing principal and accrued interest on the Senior Lien Obligations to be made in substantially equal monthly installments on or before the tenth (10th) day of each month, beginning on the tenth (10th) day of the month next succeeding the delivery of the Bonds. If Net Revenues in any month are insufficient to make the required payments into the Bond Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Bond Fund in the next month.

The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Senior Lien Obligations shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in the Bond Fund is equal to the amount required to fully pay and discharge all outstanding Senior Lien Obligations (principal and interest) or (ii) the Senior Lien Obligations are no longer Outstanding.

SECTION 14: Reserve Fund. To accumulate and maintain a reserve for the payment of the Senior Lien Obligations equal to the Average Annual Debt Service Requirements (calculated on a Fiscal Year basis and determined as of the date of issuance of any Senior Lien Obligations) for the Senior Lien Obligations; provided, however, that such amount shall not exceed 10 percent of the aggregate proceeds (within the meaning of Section 148(d)(2) of the Code) of the Senior Lien Obligations (the “Required Reserve Amount”), the PUA agrees to maintain a separate and special fund or account known as the “West Travis County Public Utility Agency Revenue Bonds Reserve Fund” (the “Reserve Fund”), which fund or account shall be maintained at the Depository. All funds deposited into the Reserve Fund (excluding earnings and income derived or received from deposits or investments which will be transferred to the Revenue Fund established in Section 12 of this Resolution during such period as there is on deposit in the Reserve Fund the Required Reserve Amount) shall be used solely for the payment of the principal of and interest on the Senior Lien Obligations, when and to the extent other funds available for such purposes are insufficient, and in addition, may be used to retire the last stated maturity or interest on any Senior Lien Obligations.

On the Issue Date, proceeds of the Bonds in the amount of \$_____ shall be deposited to the Reserve Fund.

As and when Additional Senior Lien Obligations are delivered or incurred, the Required Reserve Amount shall be increased, if required, to an amount calculated in the manner provided in the first paragraph of this Section. Any additional amount required to be maintained in the Reserve Fund shall be so accumulated by the deposit of the necessary amount of the proceeds of the issue or other lawfully available funds in the Reserve Fund immediately after the delivery of the then proposed Additional Senior Lien Obligations, or, at the option of the PUA, by the deposit of monthly installments, made on or before the tenth day of each month following the month of delivery of the then proposed Additional Senior Lien Obligations, of not less than 1/60th of the additional amount to be maintained in the Reserve Fund by reason of the issuance of the Additional Senior Lien Obligations then being issued (or 1/60th of the balance of the additional amount not

deposited immediately in cash), thereby ensuring the accumulation of the appropriate Required Reserve Amount.

When and so long as the cash and investments in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (other than as the result of the issuance of Additional Senior Lien Obligations as provided in the preceding paragraph), the PUA covenants and agrees to cure the deficiency in the Required Reserve Amount by resuming the Required Reserve Fund deposits to said Fund or account such monthly deposits to be in amounts equal to not less than 1/60th of the Required Reserve Amount covenanted by the PUA to be maintained in the Reserve Fund with any such deficiency payments being made on or before the tenth day of each month until the Required Reserve Amount has been fully restored.

During such time as the Reserve Fund contains the Required Reserve Amount, the PUA may, at its option, withdraw all surplus funds in the Reserve Fund in excess of the Required Reserve Amount and deposit such surplus in the Revenue Fund.

The PUA may provide a Credit Facility issued in amounts equal to all or part of the Required Reserve Amount for the Bonds in lieu of depositing cash into the Reserve Fund; *provided, however*, that no such Credit Facility may be so substituted unless the substitution of the Credit Facility will not, in and of itself, cause any ratings then assigned to the Bonds by any Rating Agency to be lowered and the resolution authorizing the substitution of the Credit Facility for all or part of the Required Reserve Amount for the Bonds contains (i) a finding that such substitution is cost effective and (ii) a provision that the interest due on any repayment obligation of the PUA by reason of payments made under such Credit Facility does not exceed the highest lawful rate of interest which may be paid by the PUA at the time of the delivery of the Credit Facility. The PUA reserves the right to use Gross Revenues to fund the payment of (1) periodic premiums on the Credit Facility as a part of the payment of Operation and Maintenance Expenses, and (2) any repayment obligation incurred by the PUA (including interest) to the issuer of the Credit Facility, the payment of which will result in the reinstatement of such Credit Facility, prior to making payments required to be made to the Reserve Fund pursuant to the provisions of this Section to restore the balance in such fund to the Required Reserve Amount for the Bonds.

In the event a Credit Facility issued to satisfy all or a part of the PUA's obligation with respect to the Reserve Fund causes the amount then on deposit in the Reserve Fund to exceed the Required Reserve Amount for the Bonds, the Board may transfer such excess amount to any fund or funds established for the payment of or security for the Bonds (including any escrow established for the final payment of any such obligations pursuant to the provisions of Chapter 1207, as amended, Texas Government Code), or to the Revenue Fund; *provided, however*, to the extent that such excess amount represents Bond proceeds, then such amount must be transferred to the Bond Fund.

SECTION 15: Rate Stabilization Fund. The PUA agrees to maintain a separate and special fund or account known as the "West Travis County Public Utility Agency Rate Stabilization Fund" (the "Rate Stabilization Fund"), which fund or account shall be maintained at the Depository. All funds deposited into the Rate Stabilization Fund may be used at the discretion of the PUA for any lawful purpose, including capital additions and improvements to the System and to enable the PUA

to manage rates and charges recommended to the Participants pursuant to the Agreement; provided, however, that such funds shall be used in the following order of priority:

- (i) FIRST: for funding of operating and maintenance reserves, in accordance with Prudent Utility Practice, and payment of principal of and interest on the Bonds;
- (ii) SECOND: for redemption or defeasance of outstanding Bonds, if economically advantageous in the discretion of the Board of the PUA; and
- (iii) THIRD: for transfer to the Facilities Fund for payment of costs of any capital additions and improvements to the System.

Notwithstanding anything in this Section 15 to the contrary, except as provided in the following sentence, proceeds of the Bonds deposited to the Rate Stabilization Fund shall be used solely to pay for capital improvements and additions to the System. Any proceeds of the Bonds deposited to the Rate Stabilization Fund and not used for capital improvements and additions to the System shall be transferred to the Bond Fund and used to pay debt service on the Bonds.

SECTION 16: Facilities Fund. The PUA has created and agrees to maintain a separate and special fund or account known as the “West Travis County Public Utility Agency Capital Projects Fund” (referred to herein as the “Facilities Fund”), which fund or account shall be maintained at the Depository. At the discretion of the Board of the PUA, amounts may be transferred from the Rate Stabilization Fund to the Facilities Fund from time to time for payment of capital additions and improvements to the System, including reimbursement of any Participant for payment of such costs, upon request of such Participant and at the discretion of the Board of the PUA. At the discretion of the Board of the PUA, amounts on deposit in the Facilities Fund may be transferred to the Rate Stabilization Fund from time to time and used for any lawful purpose; provided, however, that, except as provided in the following sentence, any amounts constituting proceeds of the Bonds shall be used solely to pay for capital improvements and additions to the System. Any proceeds of the Bonds deposited to the Facilities Fund and not used for capital improvements and additions to the System shall be transferred to the Bond Fund and used to pay debt service on the Bonds.

SECTION 17: Deficiencies - Excess Net Revenues. If on any occasion there shall not be sufficient Net Revenues to make the required deposits into the Bond Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Net Revenues, or from any other sources available for such purpose, and such payments shall be in addition to the amounts required to be paid into these Funds or accounts during such month or months. Subject to making the required deposits to the Bond Fund and the Reserve Fund when and as required by this Resolution or any resolution authorizing the issuance of Additional Senior Lien Obligations, the excess Net Revenues may be used by the PUA for any lawful purpose including, but not limited to, the redemption of any Senior Lien Obligations.

SECTION 18: Payment of Bonds. While any of the Senior Lien Obligations are outstanding, the President of the Board or other authorized PUA official, shall cause to be

transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Senior Lien Obligations as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Senior Lien Obligations at the close of the business day next preceding the date a debt service payment is due on the Senior Lien Obligations.

SECTION 19: Investments. Funds held in any Fund or account created, established, or maintained pursuant to this Resolution shall, at the option of the PUA, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, or any other law, and secured (to the extent not insured by the Federal Deposit Insurance Corporation); provided that all such deposits and investments shall be made in such a manner that the money required to be expended from any Fund or account will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 30 days of the date of passage of each resolution authorizing the issuance of any Additional Senior Lien Obligations. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 14, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Senior Lien Obligations.

SECTION 20: Issuance of Additional Senior Lien Obligations. In addition to the right to issue bonds of junior and inferior lien as authorized by the laws of this State, the PUA reserves the right hereafter to issue Additional Senior Lien Obligations. The Additional Senior Lien Obligations, when issued, shall be payable from and secured by a lien on and pledge of Net Revenues in the same manner and to the same extent as are the Bonds and any other Senior Lien Obligations and such Additional Senior Lien Obligations, the Bonds and any other Senior Lien Obligations shall in all respects be of equal dignity. The Additional Senior Lien Obligations may be issued in one or more installments *provided, however*, that no Additional Senior Lien Obligations, shall be issued unless and until the following conditions have been met:

(i) Except for a refunding to cure a default, the PUA is not then in default as to any covenant, condition or obligation prescribed by the resolutions authorizing the issuance of the Senior Lien Obligations.

(ii) Each of the funds created solely for the payment of principal of and interest on the Senior Lien Obligations contains the amounts of money then required to be on deposit therein.

(iii) The PUA shall have secured a certificate of a professional utility rate consultant to the effect that, according to the books and records of the PUA, either (1) Net Revenues for the Coverage Period equal or

exceed 100% of the Average Annual Debt Service Requirements, assuming issuance of such Senior Lien Obligations, or (2) had rates and charges for services and facilities afforded by the System, that have been effective for at least 30 days prior to such date, been in effect at all times during such 12-month period, estimated Net Revenues for such period would have equaled or exceeded 100% of Average Annual Debt Service Requirements, assuming issuance of such Senior Lien Obligations. With respect to such certification, the books and records of the PUA shall include financial information and operating results provided by the LCRA for periods during which the LCRA owned or operated the System.

(iv) The resolution authorizing the issuance of the Additional Senior Lien Obligations provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Senior Lien Obligations as the same become due.

(v) The resolution authorizing the issuance of the Additional Senior Lien Obligations provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the Average Annual Debt Service Requirements for the payment of the Senior Lien Obligations then Outstanding after giving effect to the issuance of the proposed Additional Senior Lien Obligations, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within sixty (60) months from the date the Additional Senior Lien Obligations are delivered.

(vi) So long as the Previously Issued Bonds dated on or prior to April 15, 2015, remain Outstanding, the condition precedent set forth in subsection (iii) of this Section must be satisfied for Additional Senior Lien Obligations issued to refund Senior Lien Obligations. Once the Previously Issued Bonds dated on or prior to April 15, 2015, are no longer Outstanding, the condition precedent in subsection (vii) of this Section must be satisfied for Additional Senior Lien Obligations issued to refund Senior Lien Obligations.

(vii) If Additional Senior Lien Obligations are being issued for the purpose of refunding less than all Outstanding Senior Lien Obligations, the certificate described in subsection (iii) of this Section is not required so long as the Authorized Official provides a certificate showing that the aggregate debt service requirements of such refunding Additional Senior Lien Obligations will not exceed the aggregate debt service requirements of the Senior Lien Obligations being refunded.

SECTION 21: Obligations of Junior and Inferior Lien and Pledge. The PUA hereby reserves the right to issue, at any time, obligations including, but not limited to, Junior Lien Obligations and Inferior Lien Obligations payable from and secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and

pledge of such Net Revenues securing the payment of any Senior Lien Obligations as may be authorized by the laws of the State of Texas.

SECTION 22: Special Project Bonds. The PUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities, such bonds to be payable from and secured by the proceeds of such contract or contracts. The PUA further reserves the right to refund such bonds and secure the payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

SECTION 23: Maintenance of System - Insurance. The PUA covenants, agrees, and affirms its covenants that while the Senior Lien Obligations remain outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business (which may include an adequate program of self insurance); and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, shall be retained for the benefit of the holders of the Senior Lien Obligations until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Operation and Maintenance Expenses. Nothing in this Resolution shall be construed as requiring the PUA to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the PUA from doing so.

SECTION 24: Records and Accounts - Annual Audit. The PUA covenants, agrees, and affirms its covenants that so long as any of the Senior Lien Obligations remain Outstanding, it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto as provided by applicable law. The Holders of the Bonds or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The PUA further agrees that following (and in no event later than 120 days after) the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of Certified Public Accountants. Copies of each annual audit shall be furnished, without charge, to the (i) Executive Director of the Municipal Advisory Council of Texas at his office in Austin, Texas, and, (ii) upon written request, to any Holder. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Operation and Maintenance Expenses.

SECTION 25: Sale or Encumbrance of System. While any Senior Lien Obligations remain Outstanding, the PUA will not sell, dispose of or, except as permitted in Sections 20 and 21, further encumber the System or any substantial part thereof; *provided, however*, that this provision shall not prevent the PUA from disposing of any of the System which is being replaced or is deemed by the PUA to be obsolete, worn out, surplus or no longer needed for the proper

operation of the System. Any agreement pursuant to which the PUA contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

SECTION 26: Competition. To the extent it legally may, the PUA will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System and will prohibit the operation of any such competing facilities.

SECTION 27: Special Covenants. The PUA further covenants and agrees that:

(a) Encumbrance and Sale.

(1) The Net Revenues have not in any manner been pledged to the payment of any debt or obligation of the PUA other than the Senior Lien Obligations; and while any of the Senior Lien Obligations are Outstanding, the PUA will not, except as provided in this Resolution, additionally encumber the Net Revenues.

(2) While the Senior Lien Obligations are Outstanding, and except as specifically permitted in Section 20 and 21, of this Resolution, the PUA shall not mortgage, pledge, encumber, sell, lease, or otherwise dispose of or impair its title to the System or any significant or substantial part thereof.

(b) Title. The PUA or the Participants lawfully owns or will own and is or will be lawfully possessed of the lands or easements upon which its System is and will be located, and has or will purchase good and indefeasible estate in such lands in fee simple, or has or will lawfully obtain any necessary easements to operate the System, and it warrants that it has or will obtain and will defend, the title to all the aforesaid lands and easements for the benefit of the owners of the Senior Lien Obligations against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge Net Revenues to the payment of the Senior Lien Obligations, in the manner prescribed herein, and that it has lawfully exercised such rights.

(c) Liens. The PUA will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or its System, and it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge upon its System, *provided, however*, that no such tax, assessment, or charge, and that no such claims which might be or other lien or charge, shall be required to be paid while the validity of the same shall be contested in good faith by the PUA.

(d) Performance. The PUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Senior Lien Obligations and pay from Net Revenues the principal of and interest on every Senior Lien Obligation on the dates and in the places and manner prescribed in such resolutions and Senior Lien Obligations; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from Net Revenues

the amounts required to be deposited into the Bond Fund; and the Holder of the Bonds may require the PUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Additional Senior Lien Obligations including, but without limitation, the use and filing of mandamus proceedings, in any court or competent jurisdiction, against the PUA, its officials, agents, and employees.

(e) Legal Authority. The PUA is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the authorization and issuance of the Bonds has been duly and effectively taken, and the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the PUA in accordance with their terms.

(f) Budget. The PUA will prepare, adopt, and place into effect an annual budget (the "Annual Budget") for operation and maintenance of the System for each Fiscal Year, including in each Annual Budget such items as are customarily and reasonably contained in a utility system budget under generally accepted accounting procedures.

(g) Permits. The PUA will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to the System and which have been obtained from any governmental agency; and the PUA has or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of the System.

SECTION 28: Limited Obligations of the PUA. The Bonds are limited, special obligations of the PUA payable from and equally and ratably secured solely by a lien on and pledge of Net Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Bonds from any funds raised or to be raised through taxation by the PUA. The PUA has no taxing power.

SECTION 29: Security of Funds. All money on deposit in the Funds or accounts for which this Resolution makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds or accounts shall be used only for the purposes permitted by this Resolution.

SECTION 30: Events of Default; Remedies.

(a) Events of Default. Each of the following occurrences or events is hereby declared to be an "Event of Default," to-wit: (i) the failure to make payment of the principal of or interest on the Bonds when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the PUA, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Resolution, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the PUA.

(b) Remedies. In addition to all the rights and remedies provided by the laws of the State of Texas, the PUA covenants and agrees particularly that upon occurrence of an Event of Default, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the PUA and other officers of the PUA to observe and perform any covenant, condition, or obligation prescribed in this Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

SECTION 31: Notices to Holders Waiver. Wherever this Resolution provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first-class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Resolution provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 32: Bonds Are Negotiable Instruments. Each of the Bonds authorized herein shall be deemed and construed to be a "security" and as such a negotiable instrument with the meaning of the Chapter 8 of the Texas Uniform Commercial Code.

SECTION 33: Cancellation. All Bonds surrendered for payment, transfer, redemption, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the PUA, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The PUA may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the PUA may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the PUA.

SECTION 34: Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the PUA and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the PUA and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the PUA or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the PUA shall execute and, upon its

request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the PUA in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the PUA may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the PUA, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 35: Sale of Bonds; Bond Purchase Agreement; Official Statement; Ratings; Bond Insurance. The Bonds authorized by this Resolution are hereby sold by the PUA to the Underwriters in accordance with the provisions of the Bond Purchase Agreement, dated as of the date hereof. The PUA hereby finds and declares that the sale of the Bonds pursuant to the Bond Purchase Agreement is on the best terms and at the best prices reasonably obtainable by the PUA. The initial Bond shall be registered in the name of BOK Financial Securities, Inc. The PUA also hereby ratifies, reaffirms, readopts and approves the Agreement. The President of the Board of Directors is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the PUA and as the act and deed of the Board, and in regard to the approval and execution of the Bond Purchase Agreement, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the PUA contained in the Bond Purchase Agreement and the Agreement are true and correct in all material respects and shall be honored by the PUA. Delivery of the Bonds to the Underwriters shall occur as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of the Bond Purchase Agreement.

[The PUA hereby acknowledges that the sale of the Bonds pursuant to the Bond Purchase Agreement is contingent upon the issuance of a policy of municipal bond insurance insuring the timely payment of principal of and interest on the Insured Bonds. The President, Board of Directors and other appropriate PUA officials are hereby authorized and directed to execute such documents and certificates and to do any and all things necessary or desirable to obtain such insurance, in any, and the printing on the Insured Bonds of an appropriate legend or statement regarding such insurance is hereby approved. In addition, the insurance provisions contained in

Exhibit C shall apply to the Insured Bonds, notwithstanding anything to the contrary contained herein.]

Furthermore, the PUA hereby ratifies, confirms and approves in all respects (i) the PUA's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Underwriters in connection with the public offering and sale of the Bonds. The final Official Statement shall be and is hereby in all respects approved and the Underwriters are hereby authorized to use and distribute the final Official Statement, dated as of the date hereof, in the reoffering, sale and delivery of the Bonds to the public. The President of the Board of Directors, and the Secretary of the Board of Directors are further authorized and directed to manually execute and deliver for and on behalf of the PUA copied of the Official Statement in final form as may be required by the Underwriters, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Underwriters.

SECTION 36: Deposit of Proceeds. Proceeds from the sale of the Bonds shall be applied as follows:

- (a) \$ _____ shall be deposited to the Reserve Fund.
- (b) \$ _____ shall be used to pay costs of issuance of the Bonds, including the bond insurance premium
- (c) \$ _____ shall be deposited into the special installment payment account or accounts created for the payment of installment payments pursuant to the Purchase Contract with a portion of the proceeds of the Bonds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 19 of this Resolution. Interest earned on the proceeds of the Bonds pending disbursement shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 13 of this Resolution.
- (d) \$ _____ shall be deposited into the Facilities Fund and used for capital additions and improvements to the System. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 13 of this Resolution.

SECTION 37: Covenants to Maintain Tax-Exempt Status. The PUA intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the PUA

covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the PUA shall comply with each of the following covenants:

(a) The PUA will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the PUA and (ii) to pay the costs of issuing the Bonds.

(b) The PUA will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds will be paid solely from and equally and ratably secured by a lien on and pledge of Net Revenues.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the PUA reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(e) At all times while the Bonds are outstanding, the PUA will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The PUA will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting “arbitrage bonds,” the PUA will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(f) The PUA will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as “federally guaranteed” obligations for purposes of Section 149(b) of the Code.

(g) The PUA represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the PUA reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(h) The PUA will take all necessary steps to comply with the requirement that certain amounts earned by the PUA on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the PUA will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the PUA allocable to other obligations of the PUA or moneys which do not represent gross proceeds of any obligations of the PUA and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the PUA will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(i) The PUA will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(j) The PUA will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(k) The PUA will not issue or use the Bonds as part of an “abusive arbitrage device” (as defined in Section 1.148-10(a) of the Regulations). Without limiting the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the PUA to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(l) Proper officers of the PUA charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the PUA's expectations. On or after the date of issuance of the Bonds, the PUA will take such actions

as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) The covenants and representations made or required by this Section are for the benefit of the Bond holders and any subsequent Bond holder, and may be relied upon by the Bond holders and any subsequent Bond holder and bond counsel to the PUA.

In complying with the foregoing covenants, the PUA may rely upon an unqualified opinion issued to the PUA by nationally recognized bond counsel that any action by the PUA or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

Notwithstanding any other provision of this Resolution, the PUA's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

SECTION 38: Control and Custody of Bonds. The President, Board of Directors shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Underwriters.

Furthermore, the President, Vice President or Secretary of the Board, or General Counsel, either or all, are hereby authorized and directed to furnish and execute such documents relating to the PUA and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the PUA's financial advisor, bond counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Underwriters.

SECTION 39: Defeasance. If the PUA shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Resolution, then the lien on and pledge of Net Revenues under this Resolution and all covenants, agreements, and other obligations of the PUA to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been

duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The PUA covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the PUA or deposited as directed by the PUA. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of four (4) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the PUA be remitted to the PUA against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 40: Resolution a Contract; Amendments - Outstanding Bonds. The PUA acknowledges that the covenants and obligations of the PUA herein contained are a material inducement to the purchase of the Bonds. This Resolution shall constitute a contract with the Holders from time to time, be binding on the PUA and its successors and assigns, and it shall not be amended or repealed by the PUA so long as any Bond remains Outstanding except as permitted in this Section. The PUA may, without the consent of any Holders, from time to time and at any time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the PUA may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 41: Opinion of Bond Counsel. The approving opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel, may be printed on the Bonds, but errors or omissions in the printing of such opinion shall have no effect on the validity of the Bonds. The engagement of such firm as bond counsel for the PUA in connection with the issuance, sale and delivery of the Bonds is hereby approved, ratified and confirmed; and the President of the Board, the Vice President of the Board or the General Manager of the PUA is hereby authorized to approve, execute and deliver an engagement letter in such form as may be approved by any such official.

SECTION 42: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly *provided, however*, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof,

and neither the PUA nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 43: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 44: Benefits of Resolution. Nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person other than the PUA, the Participants, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the PUA, the Participants, Bond Counsel, the Paying Agent/Registrar, and the Holders.

SECTION 45: Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 46: Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 47: Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 48: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 49: Public Meeting. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 50: Continuing Disclosure Undertaking.

(a) Annual Reports. The PUA shall file annually with the MSRB, (1) within six (6) months after the end of each fiscal year ending in or after 2019, financial information and operating data with respect to the PUA of the general type included in the final Official Statement authorized by Section 35 of this Resolution being the information described in Exhibit B, including financial statements of the PUA if audited financial statements of the PUA are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the PUA, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit B, or such other accounting principles as the PUA may be required to employ from time to time pursuant to state law or regulation, and

(ii) audited, if the PUA commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the PUA shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

If the PUA changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the Paying Agent/Registrar and the MSRB prior to the next date by which the PUA otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

The Controller of the PUA is authorized to establish and implement written procedures to ensure compliance with the reporting requirements imposed by this Section. Such procedures may be modified and amended by the Controller of the PUA from time to time to the extent the modification or amendment of such procedures are deemed necessary, useful or appropriate.

(b) Certain Event Notices. The PUA shall notify the MSRB, in a timely manner (not in excess of ten (10) business days after the occurrence of the event), of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;

- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the PUA or a Participant;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the PUA or a Participant or the sale of all or substantially all of the assets of the PUA or a Participant other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of trustee, if material;
- (xv) incurrence of a Financial Obligation of the PUA or a Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the PUA or a Participant, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the PUA or a Participant, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the PUA or a Participant in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the PUA or a Participant, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the PUA or a Participant in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the PUA or a Participant, and (b) the PUA intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Resolution to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The PUA shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the PUA to provide financial information or operating data in accordance with paragraph (a) above by the time required by such paragraph.

(c) Identifying Information. All documents provided to the MSRB pursuant to this Section shall be provided in an electronic format and be accompanied by identifying information as prescribed by the MSRB.

(d) Limitations, Disclaimers, and Amendments. The PUA shall be obligated to observe and perform the covenants specified in this Section with respect to the PUA and the Bonds while, but only while, the PUA remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the PUA in any event will provide the notice required by subsection (b) hereof of any Bond calls and defeasance that cause the PUA to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The PUA undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the PUA or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The PUA does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE PUA BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE PUA, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the PUA in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the PUA under federal and state securities laws.

The provisions of this Section may be amended by the PUA from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the PUA, but only if (1) the provisions of this Section, as so amended, would have permitted an

underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the PUA (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The PUA may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the PUA also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the PUA so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 51: Book-Entry Only System. It is intended that the Bonds initially be registered so as to participate in a securities depository system (the “DTC System”) with The Depository Trust Company, New York, New York, or any successor entity thereto (“DTC”), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 8) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The PUA and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations previously executed and delivered to DTC (the “Representation Letter”).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the PUA and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a “Depository Participant”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an “Indirect Participant”). Without limiting the immediately preceding sentence, the PUA and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the

PUA to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

In the event that (a) the PUA determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the PUA determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the PUA shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the PUA may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the PUA, or such depository's agent or designee, and if the PUA and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 52: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Resolution shall be given in such other manner and at such time or times as in the judgment of the PUA or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Resolution be deemed to be in compliance with the requirements for publication thereof.

SECTION 53: No Recourse Against PUA Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Senior Lien Obligations or for any claim based thereon or on this Resolution against any official of the PUA or any person executing any Senior Lien Obligations.

SECTION 54: Further Procedures. The officers of the PUA are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the PUA all such notices, certificates, agreements and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the President, Vice President and the Secretary of the Board and Bond Counsel are hereby authorized

and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the PUA whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 55: Effective Date. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

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PASSED AND ADOPTED on the 21st day of March, 2019.

WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

President, Board of Directors

ATTEST:

Secretary, Board of Directors

EXHIBIT A - Form of Bond

EXHIBIT B – Description of Annual Financial Information

EXHIBIT C – Insurance Provisions

EXHIBIT A
FORM OF BOND

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be generally as follows:

(a) Form of Bonds.

REGISTERED
NO. _____

REGISTERED
\$ _____

United States of America
State of Texas

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
REVENUE BOND
SERIES 2019

Bond Date:	Issue Date:	Interest Rate:	Stated Maturity:	CUSIP No.
April 24, 2019	April 24, 2019			

REGISTERED OWNER

PRINCIPAL AMOUNT: _____ DOLLARS

The WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (the “PUA”), a political subdivision of the State of Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issue Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing August 15, 2019.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the “Holder”) upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Resolution hereinafter referenced) whose name appears on the Security Register maintained by BOFK, NA, Austin, Texas (the “Paying Agent/Registrar”) at the close of business on the Record Date, which is the first day of the month in which each interest payment date occurs. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of

America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the "Bonds") pursuant to a resolution adopted by the governing body of the PUA (the "Resolution"), for the purpose of (i) acquiring and constructing the system, (ii) funding a reserve fund, and (iii) paying the costs of issuing the Bonds. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly Chapter 572, Texas Local Government Code, as amended.

[The Bonds stated to mature on August 15 in the years _____, are referred to herein as the "Term Bonds." The Term Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

\$_____ Term Bond Maturing August 15, 20_____

<u>Year</u>	<u>Principal Amount</u>
	\$

*

\$_____ Term Bond Maturing August 15, 20_____

<u>Year</u>	<u>Principal Amount</u>
	\$

*

*Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the PUA, by the principal amount of any Term Bonds of such Stated Maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been acquired by the PUA and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the PUA with money in the Bond Fund (and not the Reserve Fund), or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption.]

[The Bonds stated to mature on and after August 15, 20__, may be redeemed prior to their Stated Maturities, at the option of the PUA, on August 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot or other random selection method by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.]

The Bonds are special obligations of the PUA payable from and equally and ratably secured by a lien on and pledge of Net Revenues. In the Resolution, the PUA reserves and retains the right to issue Additional Senior Lien Obligations and additional junior lien obligations and inferior lien obligations, without limitation as to principal amount but subject to any terms, conditions, or restrictions set forth in the Resolution or as may be applicable thereto under law or otherwise. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the PUA or the System, except with respect to the Net Revenues.

THIS BOND IS NOT A GENERAL OBLIGATION OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF. THE REGISTERED OWNER SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT HEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION. THE PUA HAS NO TAXING AUTHORITY.

Reference is hereby made to the Resolution, copies of which are on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description and nature of the Net Revenues pledged for the payment of the Bonds; the terms and conditions under which the PUA may issue Additional Senior Lien Obligations and additional junior lien obligations and inferior lien obligations; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the PUA and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Resolution. Capitalized terms used herein have the same meanings assigned in the Resolution.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the PUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on

and pledge of Net Revenues. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Board of Directors of the PUA has caused this Bond to be duly executed.

WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

By: _____
President, Board of Directors

ATTESTED:

Secretary, Board of Directors

Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

§
§
§
§

THE STATE OF TEXAS

REGISTER NO.

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

This Bond has been duly issued under the provisions of the within-mentioned Resolution, the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

BOKF, NA,
as Paying Agent/Registrar

Registered this date:

By: _____

By: _____
Authorized Officer

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number: _____) the within Bonds and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

(b) The Initial Bond shall be in the form set forth in paragraph (a) of this Section, except that the form of a single fully registered Initial Bond shall be modified as follows:

- (i) immediately under the name of the Bond(s) the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) reference to a CUSIP No. shall be deleted; and
- (iii) the first two paragraphs shall read as follows:

Registered Owner: _____

Principal Amount: _____

The West Travis County Public Utility Agency (the "PUA"), a political subdivision of the State of Texas, for value received, hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on August 15 in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amount (\$)</u>	<u>Interest</u> <u>Rate (%)</u>

(Information to be inserted from Section 3 of the Resolution)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on February 15 and August 15 of each year, commencing August 15, 2019.

Principal of this Bond shall be payable to the Registered Owner hereof (the Holder), upon its presentation and surrender, at the corporate trust office of BOKF, NA, Austin, Texas (the "Paying Agent/Registrar"). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the first day of the month in which each interest payment date occurs. All payments of principal of and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States Mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

(c) [Statement of Insurance]

The following statement of insurance shall appear on the Initial Bond and on the definitive Bonds maturing on August 15 in the years _____:

_____, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds maturing on August 15 of the years _____ (the "Insured Bonds") to the Paying Agent/Registrar, or its successor, as paying agent for the Insured Bonds. Said Policy is on file and available for inspection at the principal office of the Paying Agent/Registrar and a copy thereof may be obtained from _____ or the Paying Agent/Registrar. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of _____ as more fully set forth in the Policy.]

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 50 of the Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the PUA to be provided annually in accordance with such Section are as specified (and included in Appendix A or under the headings of the Official Statement referred to) below:

1. The portions of the PUA's audited financial statements included as Appendix A to the Official Statement, for the most recently concluded fiscal year, or to the extent these audited financial statements are not available, portions of the unaudited financial statements of the PUA, but for the most recently concluded fiscal year.

2. The information disclosed in Tables 1-6 of the Official Statement with respect to the PUA.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles described in the notes to the PUA's audited financial statements.

EXHIBIT C

PROVISIONS RELATED TO INSURED BONDS

PRELIMINARY OFFICIAL STATEMENT

Dated March 14, 2019

Ratings:

Moody's: "A1"

Insurance: Applied For

See "OTHER INFORMATION – RATINGS," "BOND INSURANCE" and "BOND INSURANCE RISKS" herein.

NEW ISSUE – BOOK-ENTRY-ONLY

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX EXEMPTION" herein.

\$16,290,000*

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2019

Dated Date: April 24, 2019

Due: August 15, as shown on the inside cover

Interest Accrues From the Date of Delivery (defined below)

PAYMENT TERMS . . . Interest on the \$16,290,000* West Travis County Public Utility Agency Revenue Bonds, Series 2019 (the "Bonds") will accrue from the date of their initial delivery to the underwriters named below (the "Underwriters"), will be payable August 15 and February 15 of each year, commencing August 15, 2019, until maturity or earlier redemption, and will be calculated on the basis of a 360-day year of twelve 30-day months. West Travis County Public Utility Agency (the "PUA"), a political subdivision of the State of Texas, intends to utilize the Book-Entry-Only System of The Depository Trust Company ("DTC"), but reserves the right on its behalf or on the behalf of DTC to discontinue the use of such system. The Bonds will be initially issuable to Cede & Co., the nominee of DTC, pursuant to the book-entry-only system described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. **No physical delivery of the Bonds will be made to the beneficial owners thereof.** Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "THE BONDS – BOOK-ENTRY-ONLY SYSTEM" herein. The initial Paying Agent/Registrar shall be BOKF, NA, Austin, Texas. See "THE BONDS – PAYING AGENT/REGISTRAR."

AUTHORITY FOR ISSUANCE . . . The Bonds are issued pursuant to the Constitution and the general laws of the State of Texas, including Chapter 572, Texas Local Government Code, as amended; and a bond resolution adopted by the Board of Directors of the PUA on the date of sale of the Bonds (the "Resolution"). THE BONDS, TOGETHER WITH THE PREVIOUSLY ISSUED BONDS (HEREINAFTER DEFINED) AND ANY ADDITIONAL PARITY OBLIGATIONS ISSUED OR INCURRED PURSUANT TO THE RESOLUTION, ARE SPECIAL OBLIGATIONS OF THE PUA PAYABLE, BOTH AS TO PRINCIPAL AND INTEREST, SOLELY FROM AND SECURED BY NET REVENUES OF THE SYSTEM (HEREINAFTER DEFINED), INCLUDING PAYMENTS TO BE RECEIVED BY THE PUA PURSUANT TO AN AGREEMENT (THE "PARTICIPANT AGREEMENT") AMONG THE PUA, THE CITY OF BEE CAVE, TEXAS ("BEE CAVE"), HAYS COUNTY, TEXAS ("HAYS COUNTY"), AND LAKE POINTE MUNICIPAL UTILITY DISTRICT ("LAKE POINTE MUD"), SUCCESSOR IN INTEREST TO THE WEST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 ("MUD 5"). LAKE POINTE MUD, BEE CAVE AND HAYS COUNTY, TOGETHER, ARE REFERRED TO HEREIN AS THE "PARTICIPANTS." THE BONDS SHALL NEVER BE PAYABLE FROM MONIES RAISED OR TO BE RAISED FROM TAXATION. THE PUA HAS NO TAXING POWER. SEE "THE BONDS – SECURITY FOR BONDS."

PROCEEDS . . . Proceeds from the sale of the Bonds will be used (i) to make the final installment purchase payment pursuant to the Utilities Installment Purchase Agreement, dated as of January 17, 2012 (as amended, the "Purchase Contract") between the PUA and the Lower Colorado River Authority ("LCRA"); (ii) to construct improvements to the System; and (iii) to pay issuance costs related to the Bonds. See "THE BONDS – PURPOSE" herein.

CUSIP PREFIX: 95632C
MATURITY SCHEDULE
See Inside Cover Page

LEGALITY . . . The Bonds are offered for delivery when, as and if issued and received by the Underwriters and subject to the approving opinion of the Attorney General of the State of Texas and of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel. See "APPENDIX I – FORM OF BOND COUNSEL'S OPINION." Certain legal matters will be passed upon for the Underwriters by Bickerstaff Heath Delgado Acosta LLP, Austin, Texas, Counsel for the Underwriters.

DELIVERY . . . It is expected that the Bonds will be available for delivery through DTC on April 24, 2019 (the "Date of Delivery").

BOK FINANCIAL SECURITIES, INC.

HUTCHINSON, SHOCKEY, ERLEY & CO.

GEORGE K. BAUM & COMPANY, INC.

*Preliminary, subject to change.

MATURITY SCHEDULE*

Principal Amount	Maturity August 15	Interest Rate	Initial Yield	CUSIP Numbers ⁽¹⁾
\$ 280,000	2020			
290,000	2021			
300,000	2022			
310,000	2023			
325,000	2024			
340,000	2025			
355,000	2026			
365,000	2027			
385,000	2028			
400,000	2029			
420,000	2030			
440,000	2031			
460,000	2032			
475,000	2033			
495,000	2034			
520,000	2035			
540,000	2036			
565,000	2037			
590,000	2038			
615,000	2039			
640,000	2040			
670,000	2041			
700,000	2042			
725,000	2043			
760,000	2044			
790,000	2045			
830,000	2046			
865,000	2047			
900,000	2048			
940,000	2049			

(Interest accrues from date of initial delivery)

*Preliminary, subject to change.

- (1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the owners of the Bonds. None of the PUA, the Financial Advisor or the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers shown herein.

OPTIONAL REDEMPTION . . . The PUA reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20__ or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. See “THE BONDS – OPTIONAL REDEMPTION.” Additionally, the Bonds may be subject to mandatory sinking fund redemption in the event the Underwriters elect to aggregate two or more maturities as Term Bonds.

BOND INSURANCE . . . The PUA has applied for municipal bond insurance on the Bonds and will consider the purchase of such insurance after an analysis of the bids has been made. See “BOND INSURANCE” and “BOND INSURANCE RISKS.”

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, this document constitutes a Preliminary Official Statement of the PUA with respect to the Bonds that has been deemed “final” by the PUA as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No dealer, broker, salesperson or other person has been authorized by the PUA or the Underwriters to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon.

The information set forth herein has been obtained from the PUA and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor or the Underwriters. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized. See “CONTINUING DISCLOSURE OF INFORMATION” for a description of the PUA’s and the Participants’ undertaking to provide certain information on a continuing basis.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTION IN WHICH THE BONDS HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the PUA or other matters described.

None of the PUA, its Financial Advisor, or the Underwriters make any representation as to the accuracy, completeness, or adequacy of the information in this Official Statement regarding the Depository Trust Company (“DTC”) or its book entry only system, as such information has been provided by DTC.

Neither the United States Securities and Exchange Commission nor any state securities commission has approved or disapproved any of the Bonds or passed upon the adequacy or accuracy of this document. Any representation to the contrary is a criminal offense.

The price and other terms respecting the offering and sale of the Bonds may be changed from time to time by the Underwriters after the Bonds are released for sale and the Bonds may be offered and sold at prices other than the initial offering price, including sales to dealers who may sell the Bonds into investment accounts in connection with the offering of the Bonds.

This Official Statement contains “forward-looking” statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements. See “OTHER INFORMATION – FORWARD-LOOKING STATEMENTS DISCLAIMER” herein.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Official Statement.

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The cover page hereof, this page and the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

The selected data on this page is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this data page from this Official Statement or to otherwise use it without the entire Official Statement.

THE ISSUER	The West Travis County Public Utility Agency (the “PUA”) was created on December 21, 2011 by concurrent ordinance or order adopted by each of the City of Bee Cave, Texas (“Bee Cave”) on December 13, 2011, Hays County, Texas (“Hays County”) on December 21, 2011, and West Travis County Municipal Utility District No. 5 (“MUD 5”) on December 13, 2011, and reaffirmed by concurrent ordinance adopted by Bee Cave on March 27, 2012, and concurrent order adopted by MUD 5 on March 28, 2012, pursuant to Chapter 572, Texas Local Government Code, as amended. Lake Pointe Municipal Utility District (“Lake Pointe MUD”) is the successor in interest to MUD 5. Lake Pointe MUD, Bee Cave, and Hays County, together, are referred to herein as the “Participants.” The PUA is authorized to plan, finance, acquire, construct, own, operate and maintain facilities for the conservation, storage, transportation, treatment and distribution of water and the collection, transportation, treatment and disposal of sewage.
THE BONDS	The Bonds are being issued as \$16,290,000* West Travis County Public Utility Agency Revenue Bonds, Series 2019 (the “Bonds”). The Bonds are issued as serial bonds maturing on August 15 in the years 2020 through and including 2049 unless the Underwriters aggregate two or more maturities as Term Bonds.
AUTHORITY FOR ISSUANCE	The Bonds are issued pursuant to the Constitution and the general laws of the State of Texas, including Chapter 572, Texas Local Government Code, as amended; and a bond resolution adopted by the Board of Directors of the PUA on the date of sale of the Bonds (the “Resolution”).
SECURITY FOR THE BONDS	The Bonds, together with the Previously Issued Bonds (hereinafter defined) and any additional parity obligations issued or incurred pursuant to the Resolution (collectively, “Senior Lien Obligations”), constitute, and are, special obligations of the PUA payable, both as to principal and interest, solely from and secured by Net Revenues of the System (both defined herein), including payments to be received by the PUA from the Participants pursuant to that certain Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement among the PUA and the Participants dated as of March 19, 2012 (the “Participant Agreement”) and amounts deposited into certain funds described in the Resolution, including the Bond Fund, the Debt Service Reserve Fund and the Rate Stabilization Fund. See “EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION” and “SUMMARY OF THE PARTICIPANT AGREEMENT.” The Bonds shall never be payable from monies raised or to be raised from taxation. The PUA has no taxing power. See “THE BONDS – SECURITY FOR BONDS.”
REDEMPTION	The PUA reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20__, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20__ or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. See “THE BONDS – OPTIONAL REDEMPTION.” Additionally, the Bonds may be subject to mandatory sinking fund redemption in the event the Underwriters elect to aggregate two or more maturities as Term Bonds.
TAX EXEMPTION	In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See “TAX EXEMPTION” herein.
USE OF BOND PROCEEDS	Proceeds from the sale of the Bonds will be used (i) to make the final installment purchase payment pursuant to the Utilities Installment Purchase Agreement, dated as of January 17, 2012, (as amended, the “Purchase Contract”) between the PUA and the Lower Colorado River Authority (“LCRA”); (ii) to construct improvements to the System; and (iii) to pay issuance costs related to the Bonds. See “THE BONDS – PURPOSE” herein.

*Preliminary, subject to change.

RATINGS The Bonds have been rated “A1” by Moody’s Investors Service, Inc. (“Moody’s”) without regard to credit enhancement. The PUA is not seeking a rating on the Bonds from S&P Global Ratings (“S&P”). The outstanding debt of the PUA is also rated “A” by S&P. See “OTHER INFORMATION – RATINGS.” The PUA has applied for municipal bond insurance on the Bonds and will consider the purchase of such insurance after an analysis of the bids has been made. See “BOND INSURANCE” and “BOND INSURANCE RISKS.”

BOOK-ENTRY-ONLY SYSTEM The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof within a maturity. No physical delivery of the Bonds will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Bonds. See “THE BONDS – BOOK-ENTRY-ONLY SYSTEM.”

PAYMENT RECORD The PUA has not defaulted on any previously issued bonded indebtedness.

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**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
ADMINISTRATION**

BOARD OF DIRECTORS

<u>Director</u>	<u>Representing</u>	<u>Term Expires</u>
Scott Roberts President	Hays County	2018 ⁽¹⁾
Don Walden Vice President	The City of Bee Cave	2020
Ray Whisenant, Jr. Secretary/Treasurer	Hays County	2020
Bill Goodwin Director	The City of Bee Cave	2018 ⁽¹⁾
Eileen Brzoska Director	Lake Pointe MUD	2020

(1) These terms have been held over until the Participants are able to schedule confirmation action to authorize their renewal.

EMPLOYEE

<u>Name</u>	<u>Position</u>	<u>Length of Service</u>
Robert Pugh	General Manager	2 Years
Jennifer Smith	Controller	3 Years

CONSULTANTS AND ADVISORS

General Counsel	Lloyd Gosselink Rochelle & Townsend, P.C. Austin, Texas
Bond Counsel	Orrick, Herrington & Sutcliffe LLP Austin, Texas
Financial Advisor	Specialized Public Finance Inc. Austin, Texas
Rate Consultant.....	Nelisa Heddin Consulting, LLC Austin, Texas
Engineers	Murfee Engineering Company, Inc., Austin, Texas CP&Y, Waco, Texas

For additional information regarding the PUA, please contact:

Robert Pugh General Manager West Travis County PUA 13215 Bee Cave Parkway Building B, Suite 110 Bee Cave, Texas 78738 512/263-0100 512/263-2289 Fax	or	Garry Kimball Managing Director Specialized Public Finance Inc. 248 Addie Roy Road Suite B-103 Austin, Texas 78746 512/275-7300 512/275-7305 Fax

PRELIMINARY OFFICIAL STATEMENT

\$16,290,000*

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2019

INTRODUCTION

This Official Statement, which includes the Appendices hereto, provides certain information regarding the issuance of \$16,290,000* West Travis County Public Utility Agency Revenue Bonds, Series 2019 (the “Bonds”). The offering of the Bonds is being made hereby. Potential investors in the Bonds are urged to carefully read this Official Statement for the purpose of assessing an investment in the Bonds. Capitalized terms used in this Official Statement not otherwise defined herein have the same meanings assigned to such terms in the resolution adopted by the Board of Directors of the PUA (the “Board”) on the date of sale of the Bonds (the “Resolution”). See “APPENDIX H – BOND RESOLUTION.”

There follows in this Official Statement descriptions of the Bonds and certain information regarding the West Travis County Public Utility Agency (the “PUA”) and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the PUA’s Financial Advisor, Specialized Public Finance Inc., Austin, Texas.

The City of Bee Cave, Texas (“Bee Cave”), Hays County, Texas (“Hays County”) and West Travis County Municipal Utility District No. 5 (“MUD 5”) created the PUA in December 2011 pursuant to Chapter 572, Texas Local Government Code, as amended (the “PUA Act”), as their constituted authority, instrumentality and agent to plan, finance, acquire, construct, own, operate, or maintain facilities necessary for the collection, transportation, treatment, and disposal of sewage and the conservation, storage, transportation, treatment, and distribution of water for Bee Cave, Hays County and MUD 5. Lake Pointe Municipal Utility District (“Lake Pointe MUD”) is the successor in interest to MUD 5. Lake Pointe MUD, Bee Cave, and Hays County, together, are referred to herein as the “Participants.” In January 2012, the PUA executed a Utilities Installment Purchase Agreement, as amended (as amended, the “Purchase Contract”) pursuant to which the PUA agreed to purchase from the Lower Colorado River Authority (“LCRA”) certain water supply and distribution and sanitary sewer collection and wastewater treatment facilities (the “System”). The PUA and the Participants have entered into that certain Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement dated as of March 19, 2012 (the “Participant Agreement”) pursuant to which the PUA agreed, among other things, to purchase the System and the Participants agreed, among other things, to pay to the PUA all payments due by the PUA to LCRA pursuant to the Purchase Contract, all Operation and Maintenance Expenses of the System, and all debt service payment obligations and funding requirements in respect of the Bonds and any other indebtedness issued or incurred by the PUA in accordance with the Participant Agreement. See “THE PUA,” “THE SYSTEM” and “SUMMARY OF THE PARTICIPANT AGREEMENT.”

THE BONDS

DESCRIPTION OF THE BONDS . . . The Bonds will be dated as of April 24, 2019, and interest will accrue from their date of initial delivery to the Underwriters. The Bonds are stated to mature on August 15 in the years and in the principal amounts set forth on the inside cover page hereof. Interest on the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months and will be payable on August 15 and February 15 of each year, commencing August 15, 2019, until maturity or earlier redemption. Principal and interest will be paid by BOKF, NA, Austin, Texas (the “Paying Agent/Registrar”). Subject to the requirements associated with the use of the Book-Entry-Only System (see “THE BONDS – BOOK-ENTRY-ONLY SYSTEM” herein), interest will be paid by check dated as of the interest payment date and mailed first class, postage paid, on or before each interest payment date by the Paying Agent/Registrar to the registered owners appearing on the registration books of the Paying Agent/Registrar on the Record Date (herein defined), or by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense, of a registered owner. Principal will be paid to the registered owners at maturity or redemption upon presentation and surrender of the Bonds to the Paying Agent/Registrar. If the date for the payment of the principal or of interest on the Bonds is a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. The PUA will initially use the Book-Entry-Only System of The Depository Trust Company (“DTC”), New York, New York, in regard to the issuance, payment and transfer of the Bonds. Such system will affect the timing and method of payment of the Bonds. See “THE BONDS – BOOK-ENTRY-ONLY SYSTEM” herein.

AUTHORITY FOR ISSUANCE . . . The Bonds are issued pursuant to the Constitution and the general laws of the State of Texas, including Chapter 572, Texas Local Government Code, as amended; and the Resolution.

SECURITY FOR BONDS . . . The Bonds, together with the Previously Issued Bonds and any parity obligations issued or incurred pursuant to the Resolution (collectively, the “Senior Lien Obligations”) constitute, and are, special obligations of the PUA payable, both as to principal and interest, solely from and secured by Net Revenues of the System and amounts deposited into certain funds created by the Resolution, including the Bond Fund, the Debt Service Reserve Fund and the Rate Stabilization Fund. See “– ISSUANCE OF ADDITIONAL SENIOR LIEN OBLIGATIONS,” “EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION” and “SUMMARY OF THE PARTICIPANT AGREEMENT.” THE BONDS SHALL NEVER BE PAYABLE FROM MONIES RAISED OR TO BE RAISED FROM TAXATION. THE PUA HAS NO TAXING POWER.

*Preliminary, subject to change.

NET REVENUES OF THE SYSTEM . . . The Bonds are secured by and payable from Net Revenues of the System. “Net Revenues” consist of Gross Revenues of the System, with respect to any period, after deducting Operation and Maintenance Expenses during such period. “Gross Revenues” include all revenues, income, impact, capital recovery or connection fees which may be derived from the ownership and/or operation of the System as it is purchased, constructed or otherwise acquired, including payments pursuant to the Participant Agreement, but shall not mean any revenues derived from a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities which under the terms of the authorizing resolution(s) or order(s) may be pledged for the requirements of Special Project Bonds (as defined in the Resolution) issued particularly to finance certain facilities (even though the facilities to be financed with the Special Project Bonds are physically connected to the System) needed in performing any such contract or contracts; provided, however, that the Board may utilize any revenues, including those generated by the Participant Agreement, in excess of the debt service and other funding requirements with respect to the Senior Lien Obligations (including the Bonds) for any lawful purpose in accordance with the Resolution and the Participant Agreement.

“Operation and Maintenance Expenses” include (i) all costs and expenses of operation and maintenance of the System, including amounts payable under any contract with any person, including, but not limited to any federal, state, or local agency for the right to any source of water; any contribution or payment in lieu of taxes or any fee or charge by any government authority relating to the PUA’s production of water or sale of treated water hereunder; fees and charges to be paid to the Texas Commission on Environmental Quality (“TCEQ”) or any other federal, state or local agency for regulatory purposes or for services rendered; the costs of operating personnel, utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the System; overhead expenses; costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the System; and payments made in satisfaction of judgments resulting from claims not covered by insurance arising in connection with the acquisition, operation and maintenance of the System and (ii) all amounts payable by the PUA to LCRA pursuant to the Purchase Contract. The term “Operation and Maintenance Expenses” does not include depreciation charges.

Gross Revenues of the System currently consist solely of payments received by the PUA from the Participants pursuant to the Participant Agreement; however, the Participant Agreement has not been pledged as security for the Bonds and the Holders have not been granted any rights thereunder in the Resolution. In the Participant Agreement, the Participants have agreed and are obligated to make payments to the PUA in amounts sufficient to pay all amounts due by the PUA to LCRA pursuant to the Purchase Contract, principal of and interest on the Bonds, required reserves and other amounts due in connection with the Bonds, and all Operation and Maintenance Expenses. The payments due by the Participants to the PUA pursuant to the Participant Agreement constitute operating and maintenance expenses of each Participant’s utility system and are payable solely from revenues of such systems. Each Participant’s system consists of the distribution and collection components of the System located within such Participant’s service area, each of which the Participants have agreed to conditionally purchase from the PUA pursuant to the Participant Agreement. The payment obligations of the Participants do not constitute general obligations of the Participants and are not payable from any source other than revenues of each Participant’s system. See “SUMMARY OF THE PARTICIPANT AGREEMENT.”

THE RESERVE FUND . . . In the Resolution, the PUA has covenanted and agreed to establish and maintain a debt service reserve fund (the “Reserve Fund”) in an amount (the “Required Reserve Amount”) equal to the Average Annual Debt Service Requirements (calculated on a Fiscal Year basis and determined as of the date of issuance of any Senior Lien Obligations) for the Senior Lien Obligations; provided, however, that the Required Reserve Amount shall not exceed 10 percent of the aggregate proceeds (within the meaning of Section 148(d)(2) of the Code) of the Senior Lien Obligations. Amounts on deposit in the Reserve Fund may be used to pay the principal of and interest on the Senior Lien Obligations at any time when there is not sufficient money available therefor in the PUA’s Bond Fund. So long as the money and investments in the Reserve Fund total not less than the Required Reserve Amount, no deposits of the Net Revenues shall be required to be made to said Reserve Fund, but should the Reserve Fund ever contain less than the Required Reserve Amount (other than as the result of the issuance of Additional Senior Lien Obligations, as hereinafter defined), the PUA has covenanted to restore the Required Reserve Amount by making monthly deposits to the Reserve Fund from available Net Revenues on or before the tenth day of each month and in amounts equal to not less than 1/60th of the Required Reserve Amount to cure the deficiency in the Required Reserve Amount within sixty (60) months from the date the deficiency occurred. As and when Additional Senior Lien Obligations are issued or incurred, the PUA must deposit any additional amount required to be maintained in the Reserve Fund from the proceeds of such Additional Senior Lien Obligations or other lawfully available funds, or, at the option of the PUA, by deposit of monthly installments, made on or before the tenth day of each month following the month of delivery of such Additional Senior Lien Obligations, of not less than 1/60th of the additional amount to be maintained in the Reserve Fund by reason of the issuance of such Additional Senior Lien Obligations (or 1/60th of the balance of the additional amount not deposited immediately in cash). On the date of the issuance of the Bonds, the Required Reserve Amount will be equal to \$_____, and will be satisfied in full. See “THE BONDS – SOURCES AND USES OF PROCEEDS” and “APPENDIX H – BOND RESOLUTION.”

ISSUANCE OF ADDITIONAL SENIOR LIEN OBLIGATIONS . . . In addition to the right to issue bonds of junior and inferior lien as authorized by the laws of the State, in the Resolution the PUA has reserved the right hereafter to issue or incur additional Senior Lien Obligations (“Additional Senior Lien Obligations”) secured by a pledge of Net Revenues on a parity basis with the pledge of Net Revenues securing the Bonds. The Additional Senior Lien Obligations, when issued, shall be payable from and secured by a first lien on and pledge of the Net Revenues in the same manner and to the same extent as the Bonds. Senior Lien Obligations shall in all respects be of equal dignity. The Additional Senior Lien Obligations may be issued in one or more installments provided, however, that no Additional Senior Lien Obligations shall be issued unless and until the following conditions have been met:

- (i) Except for a refunding to cure a default, the PUA is not then in default as to any covenant, condition or obligation prescribed by the resolutions authorizing the issuance of the Senior Lien Obligations.

- (ii) Each of the funds created solely for the payment of principal of and interest on the Senior Lien Obligations contains the amounts of money then required to be on deposit therein.
- (iii) The PUA shall have secured a certificate of a professional utility rate consultant to the effect that, according to the books and records of the PUA, either (1) Net Revenues for the Coverage Period equal or exceed 100% of the Average Annual Debt Service Requirements for any future Fiscal Year, assuming issuance of such Senior Lien Obligations, or (2) had rates and charges for services and facilities afforded by the System, that have been effective for at least 30 days prior to such date, been in effect at all times during such 12 month period, estimated Net Revenues for such period would have equaled or exceeded 100% of Average Annual Debt Service Requirements. With respect to such certification, the books and records of the PUA shall include financial information and operating results provided by the LCRA for periods during which the LCRA owned or operated the System. "Coverage Period" shall mean (i) the Fiscal Year preceding the date of adoption of a resolution authorizing the issuance of Senior Lien Obligations, or (ii) any consecutive 12 month period ending not more than 6 months before the date of adoption of a resolution authorizing the issuance of Senior Lien Obligations.
- (iv) The resolution authorizing the issuance of the Additional Senior Lien Obligations provides for deposits to be made to the Bond Fund in amounts sufficient to pay the principal of and interest on such Additional Senior Lien Obligations as the same become due.
- (v) The resolution authorizing the issuance of the Additional Senior Lien Obligations provides that the amount to be accumulated and maintained in the Reserve Fund shall be in an amount equal to not less than the Average Annual Debt Service Requirements for the payment of the Senior Lien Obligations then Outstanding after giving effect to the issuance of the proposed Additional Senior Lien Obligations, and provides that any additional amount to be maintained in the Reserve Fund shall be accumulated within sixty (60) months from the date the Additional Senior Lien Obligations are delivered.
- (vi) So long as the Previously Issued Bonds dated on or prior to April 15, 2015, remain Outstanding, the condition precedent set forth in subsection (iii) above must be satisfied for Additional Senior Lien Obligations issued to refund Senior Lien Obligations. Once the Previously Issued Bonds dated on or prior to April 15, 2015, are no longer Outstanding, the condition precedent in subsection (vii) below must be satisfied for Additional Senior Lien Obligations issued to refund Senior Lien Obligations.
- (vii) If Additional Senior Lien Obligations are being issued for the purpose of refunding less than all Outstanding Senior Lien Obligations, the certificate described in subsection (iii) above is not required so long as the Authorized Official provides a certificate showing that the aggregate debt service requirements of such refunding Additional Senior Lien Obligations will not exceed the aggregate debt service requirements of the Senior Lien Obligations being refunded.

RATE COVENANT . . . For the benefit of the Holders of the Senior Lien Obligations, the PUA has agreed in the Resolution, while any of the Senior Lien Obligations are Outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year sufficient:

- A. To pay all Operation and Maintenance Expenses, or any expenses required by statute to be a first claim on and charge against the Gross Revenues of the System;
- B. To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Senior Lien Obligations issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Senior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a prior and first lien on and pledge of the Net Revenues;
- C. To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Junior Lien Obligations issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Junior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a junior and inferior lien on and pledge of the Net Revenues; and
- D. To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Inferior Lien Obligations issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Inferior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a subordinate and inferior lien on and pledge of the Net Revenues.

The Participant Agreement provides that the PUA will establish and set customer service rules and policies for customers served by the System, wholesale and retail rates for service, and other related fees and charges necessary for the proper management and operation of the System and as necessary to satisfy the payment requirements of each Participant under the Participant Agreement and allow for the repayment of the Bonds and other Senior Lien Obligations issued in accordance with the Participant Agreement. In setting wholesale and retail rates for service, and other related fees and charges as necessary to comply with the terms of the Participant Agreement, the PUA is acting as agent of each of the Participants. Each Participant has agreed that, if the PUA shall fail, for any reason, to set rates and charges necessary to comply

with the terms of the Participant Agreement, it will take immediate action to set such rates and charges in its service area as necessary to comply with the terms thereof. See “SUMMARY OF THE PARTICIPANT AGREEMENT.” Similarly, the PUA has covenanted in the Purchase Contract that it will maintain rates sufficient to satisfy all payments due to the LCRA for the term of the Purchase Contract.

OPTIONAL REDEMPTION . . . The PUA reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20 ___, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20 ___ or any date thereafter, at the par value thereof plus accrued interest to the date of redemption.

Not less than thirty (30) days prior to a redemption date for the Bonds, a notice of redemption shall be sent by United States Mail, first-class postage prepaid, in the name of the PUA and at the PUA’s expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

The PUA reserves the right to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the PUA retains the right to rescind such notice at any time prior to the scheduled redemption date if the PUA delivers a certificate of the PUA to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Holders. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the PUA to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

The Paying Agent/Registrar and the PUA, so long as a Book-Entry-Only System is used for the Bonds, will send any notice of redemption, notice of proposed amendment or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC participant, or of any DTC participant or indirect participant to notify the beneficial owner, will not affect the validity of the redemption of the Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the PUA will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its Book-Entry-Only System, a redemption of such Bonds held for the account of DTC participants in accordance with its rules or other agreements with DTC participants and then DTC participants and indirect participants may implement a redemption of such Bonds from the beneficial owners. Any such selection of Bonds to be redeemed will not be governed by the Resolution and will not be conducted by the PUA or the Paying Agent/Registrar. Neither the PUA nor the Paying Agent/Registrar will have any responsibility to DTC participants, indirect participants or the persons for whom DTC participants act as nominees, with respect to the payments on the Bonds or the providing of notice to DTC participants, indirect participants, or beneficial owners of the selection of portions of the Bonds for redemption.

BOOK-ENTRY-ONLY SYSTEM . . . This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company (“DTC”), New York, New York, while the Bonds are registered in its nominee’s name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The PUA, the Financial Advisor and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a rating of “AA+” from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct

and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the PUA as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the PUA or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the PUA, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments on the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the PUA or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the PUA or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The PUA may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the PUA believes to be reliable, but neither the PUA nor the Underwriters take any responsibility for the accuracy thereof.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar is BOKF, NA, Austin, Texas. In the Resolution, the PUA retains the right to replace the Paying Agent/Registrar. The PUA covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are outstanding and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Upon any change in the Paying Agent/Registrar for the Bonds, the PUA agrees to promptly cause a written notice thereof to be sent to each registered owner of the Bonds by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

TRANSFER, EXCHANGE AND REGISTRATION . . . In the event the Book-Entry-Only System should be discontinued, the Bonds may be transferred and exchanged on the Security Register only upon presentation and surrender thereof to the Paying Agent/Registrar accompanied by a written instrument of transfer or request for exchange, and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. A Bond may be assigned by the execution of an assignment form on the Bond or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the designated office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of \$5,000 for any one maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer. See "THE BONDS –

Book-Entry-Only System” herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

RECORD DATE FOR INTEREST PAYMENT . . . The record date (“Record Date”) for the interest payable on any interest payment date means the close of business on the first day of the month in which an interest payment date occurs.

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the PUA. Notice of the Special Record Date and of the scheduled payment date of the past due interest (“Special Payment Date”, which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each holder of a Bond appearing on the Security Register of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

DEFEASANCE OF BONDS . . . In the Resolution, the PUA has reserved the right to defease the Bonds and thereby release the lien established by the Resolution with respect to the Net Revenues. See “EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION.”

AMENDMENTS TO THE RESOLUTION . . . In the Resolution, the PUA has reserved the right to amend and supplement the Resolution under certain conditions. See “EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION.”

BONDHOLDERS’ REMEDIES . . . The Resolution recognizes events of default with respect to the Bonds. If the PUA defaults in the payment of the principal of or interest on the Bonds when due, or the PUA defaults in the observance or performance of any of the covenants, conditions or obligations of the PUA, the Resolution provides that the Holders are entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the PUA to make such payment or observe and perform such covenants, obligations or conditions. The Resolution does not provide for the appointment of a trustee to represent the interests of the Holders upon any failure of the PUA to perform in accordance with the terms of the Resolution or upon any other condition and, in the event of any such failure to perform, the registered owners would be responsible for the initiation and cost of any legal action to enforce performance of the Resolution. Furthermore, under State law, there is no right to the acceleration of maturity of the Bonds upon the failure of the PUA to observe any covenant under the Resolution. A registered owner of Bonds could seek a judgment against the PUA if a default occurred in the payment of principal of or interest on any such Bonds; however, such judgment could not be satisfied by execution against any property of the PUA and a suit for monetary damages could be vulnerable to the defense of sovereign immunity. A registered owner’s only practical remedy, if a default occurs, is a mandamus or mandatory injunction proceeding to compel the PUA to levy, assess and collect Net Revenues of the System sufficient to pay principal of and interest on the Bonds as it becomes due or perform other material terms and covenants contained in the Resolution. In general, Texas courts have held that a writ of mandamus may be issued to require a public official to perform legally imposed ministerial duties necessary for the performance of a valid contract, and Texas law provides that, following their approval by the Attorney General and issuance, the Bonds are valid and binding obligations for all purposes according to their terms. However, the enforcement of any such remedy may be difficult and time consuming and a registered owner could be required to enforce such remedy on a periodic basis. The PUA is also eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code (“Chapter 9”). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, such as the Net Revenues, Chapter 9 includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bond holders of an entity which has sought protection under Chapter 9. Therefore, should the PUA avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Resolution and the Bonds are qualified with respect to the customary rights of debtors relative to their creditors, including rights afforded to creditors under the Bankruptcy Code.

PURPOSE . . . Proceeds from the sale of the Bonds will be used (i) to make the final installment purchase payment pursuant to the Purchase Contract; (ii) to construct improvements to the System; and (iii) to pay issuance costs related to the Bonds.

SOURCES AND USES OF PROCEEDS . . . The proceeds from the sale of the Bonds will be applied approximately as follows:

Sources:	
Par Amount of Bonds	\$
Reoffering Premium	
Total Sources	\$
Uses:	
Deposit to Project Fund	\$
Payment to LCRA	
Underwriters’ Discount	
Deposit to Debt Service Reserve Fund	
Costs of Issuance/Bond Insurance	
Total Uses	\$

BOND INSURANCE

The PUA has applied for municipal bond insurance on the Bonds. The PUA shall notify the Underwriters upon obtaining a commitment from a municipal bond insurance company (the “Bond Insurer”) concerning the Bonds. The premium for a municipal bond insurance policy (the “Policy”) shall be paid by the PUA. The final Official Statement shall disclose, to the extent necessary, any relevant information relating to the Bond Insurer and the Policy.

BOND INSURANCE RISKS

The PUA has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The PUA has yet to determine whether any insurance will be purchased with the Bonds. If a Policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the PUA which is recovered by the PUA from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the Bond Insurer at such time and in such amounts as would have been due absence such prepayment by the PUA unless the Bond Insurer chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of the Bond Insurer without appropriate consent. The Bond Insurer may direct and must consent to any remedies and the Bond Insurer’s consent may be required in connection with amendments to any applicable Bond documents. In the event the Bond Insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received by the Paying Agent/Registrar pursuant to the Resolution. In the event the Bond Insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer and its claims-paying ability. The Bond Insurer’s financial strength and claims-paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Bond Insurer and of the ratings on the Bonds insured by the Bond Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See “BOND INSURANCE” herein.

The obligations of an insurer are contractual obligations and in an event of default by an insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the PUA nor the Underwriters have made independent investigation into the claims-paying ability of the Bond Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Bond Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the PUA to pay principal and interest on the Bonds and the claims-paying ability of any insurer, particularly over the life of the investment.

CLAIMS-PAYING ABILITY AND FINANCIAL STRENGTH OF MUNICIPAL BOND INSURERS . . . Standard & Poor’s Global Ratings, a division of Standard & Poor’s Financial Services LLC business, Moody’s Investor Services, Inc., and Fitch Ratings (the “Rating Agencies”) have downgraded the claims-paying ability and financial strength of most providers of municipal bond insurance. Additional downgrades or negative changes in the rating outlook for all bond insurers are possible. In addition, certain events in the credit markets have had substantial negative effects on the bond insurance business. These developments could be viewed as having a material adverse effect on the claims-paying ability of such bond insurers, including the Bond Insurer of the Bonds.

THE PUA

The PUA was created on December 21, 2011, by concurrent ordinance or order of the Participants, and reaffirmed by concurrent ordinance of the City of Bee Cave adopted on March 27, 2012, and order of the West Travis County Municipal Utility District No. 5 (now succeeded by Lake Pointe MUD) on March 28, 2012 pursuant to Chapter 572, Texas Local Government Code, as amended, as the Participants’ constituted authority, instrumentality and agent to plan, finance, acquire, construct, own, operate, or maintain facilities necessary for the collection, transportation, treatment, and disposal of sewage and the conservation, storage, transportation, treatment, and distribution of water for the Participants. In January 2012, the PUA executed the Purchase Contract pursuant to which it agreed to purchase from the LCRA certain water supply and distribution and sanitary sewer collection and wastewater treatment facilities (the “System”). Pursuant to an election held in 2018, Lake Pointe MUD became the successor in interest to MUD 5. The PUA has agreed to make periodic installment payments to the LCRA to purchase the System, ending in 2019 (unless prepaid at the exclusive option of the PUA), for a total purchase price equal to the LCRA’s then outstanding debt service obligations relating to the System, totaling approximately \$137,828,441, subject to certain adjustments

described in the Purchase Contract. The PUA expects to make a final installment payment in the amount of \$15.138 million prior to May 1, 2019 to complete the purchase. See “APPENDIX F – UTILITIES INSTALLMENT PURCHASE AGREEMENT.”

To provide for on-going operation and maintenance of the System, and to secure financing, including financing of the installment payments to the LCRA, the PUA has entered into the Participant Agreement, which obligates the Participants to make contract payments to the PUA in amounts sufficient to: (i) discharge the PUA’s installment purchase obligation to the LCRA; (ii) pay debt service and related costs on any bonds issued by the PUA, including the Bonds, and (iii) pay all costs of water treatment and distribution services and wastewater collection, treatment and disposal services related to the operation of the System. The payments due by the Participants to the PUA pursuant to the Participant Agreement constitute operating and maintenance expenses of each Participant’s utility system and are payable solely from revenues of such systems, which consist of the distribution and collection components of the System located in each Participant’s service area and which the Participants have agreed in the Participant Agreement to conditionally purchase from the PUA. The payment obligations of the Participants do not constitute general obligations of the Participants and are not payable from any source other than revenues of each Participant’s system. See “APPENDIX G – ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT.”

Based upon the PUA audit for the period ending September 30, 2017, the book value of all System facilities and assets was \$213.7 million (net of depreciation). Currently, the PUA provides service to over 16,000 retail and wholesale water customers (LUEs) and over 4,300 retail and wholesale wastewater customers (LUEs). See “APPENDIX A – EXCERPTS FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY ANNUAL FINANCIAL REPORT FOR YEAR ENDED SEPTEMBER 30, 2017.”

The public entities that participate in a public utility agency may by concurrent ordinances add a public entity to, or delete a public entity from, participation in the public utility agency.

RAW WATER COMMITMENT

Pursuant to separate Raw Water Purchase Agreements for municipal uses and recreational/irrigation uses dated as of April 30, 2012 (collectively, the “RWPA”), the PUA is entitled to receive 9,450 acre feet (AF), equivalent to 8.4 million gallons per day (MGD), of raw water annually from the Lower Colorado River Authority (“LCRA”) at the LCRA’s uniform raw water system rate for such uses. The RWPA for municipal raw water entitles the PUA to 9,000 acre-feet per year for a period of not less than 40 years and the RWPA for recreational/irrigation raw water entitles the PUA to 450 acre-feet per year for a period of not less than 10 years.

In addition, over 80 percent of the wholesale water customers served by the System have contracted with LCRA for their own contract raw water rights. As such, the PUA is not responsible to purchase or reserve raw water rights for these wholesale water customers. In addition, pursuant to policy of the PUA’s Board of Directors, any new-future wholesale water customers must secure their own raw water supply and provide such raw water to the PUA as a condition of wholesale treated water services.

For the 12 months ended September 30, 2017, the System billed for approximately 2.320 billion gallons of potable water to retail and wholesale customers, at a maximum-day peak rate of 14.2 MGD, through the System’s water supply facilities (including water supplied under the aforementioned separate wholesale water customer contracts).

Based on current projections of retail water demand, the PUA’s management and consultants expect the 9,000 AF per year of raw water reserved for municipal purposes to be sufficient to supply the potable water demand of PUA retail customers during the next thirty to forty years depending on customer growth and the final water service area development density.

The RWPA’s are subject to LCRA’s water rights, Pro Rata Curtailment rules and regulations during periods of drought. Water supplies managed by LCRA are divided into firm and interruptible water. Firm water is available even during a severe drought. Cities and public entities (including the PUA), industries and electric power plants rely on firm water supplies. During water shortages, interruptible water, which is mostly used for agriculture, can be cut back or cut off. If drought conditions occur and the combined water storage in Lakes Travis and Buchanan falls below 600,000 acre-feet, the LCRA Board of Directors may issue a “Drought Worse than Drought of Record” declaration under their State of Texas approved 2015 Water Management Plan. If the declaration is made, LCRA will cut off Highland Lakes water for all interruptible customers and begin a pro rata curtailment for LCRA’s firm water customers. Pro rata, or proportional, curtailment for firm water customers would require those customers to reduce water use by 20 percent from the amount they used during the historically dry September 2010 to August 2011 time period. The LCRA Board has discretion to change the water use reduction if conditions warrant. The PUA has adopted a provision in its current water rate tariff which imposes a surcharge intended to compensate for any revenue lost due to a reduction in raw water supplied by the LCRA due to curtailment. No curtailment actions are currently in effect.

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THE SYSTEM

WATER . . . The water treatment, transmission, storage and distribution facilities of the System have an original construction cost of approximately \$129 million and currently serves an estimated population in excess of 48,000 (calculated based upon 16,000 retail and wholesale LUEs times 3 persons per LUE). The System includes a raw water intake on Lake Austin that pumps raw water to the water treatment plant located off Bee Cave Road (RM 2244) near the intersection with State Highway 71. The System includes 13 major storage tanks (elevated and ground storage) and 6 main pump stations. Combined ground and elevated storage capacity amounts to approximately 7,400,000 gallons of water. The transmission and distribution facilities include approximately 200 miles of pipe (4, 6, 8, 12, 16, 20 and 24 inch diameter). The raw water intake was recently expanded to a capacity of 22 million gallons per day (MGD) which provides 20 MGD to the water treatment plant and 2 MGD for raw water irrigation. The water treatment plant is rated for 20 MGD and current average production from the water treatment plant is approximately 6.83 MGD. Maximum day production from the water treatment plant has totaled 14.2 MGD.

At the current capacity, the existing water facilities of the System are expected to serve a total population of approximately 65,000 (or 21,645 LUEs).

WASTEWATER . . . The wastewater collection, treatment and disposal facilities of the System have an original cost of over \$40 million and currently serve an estimated population of over 12,900 people (or approximately 4,300 retail and wholesale LUEs). The wastewater plant operates under Permit No. WQ0013594-001 issued by the TCEQ providing for wastewater treatment and land disposal of up to 1.0 MGD of produced effluent (no-discharge) via irrigation in its final phase. The wastewater facilities include a 0.675 MGD treatment plant, a 0.325 MGD wastewater treatment plant, a 77 acre foot effluent storage pond, a 100 acre-foot effluent storage pond, and 350 permitted acres of effluent irrigation area. The wastewater treatment plant is currently rated for 1.0 MGD average daily flow as per the final phase of the permit. Current average flows at the wastewater treatment plant are 0.565 MGD. The wastewater collection facilities include 22 lift stations and approximately 51.2 miles of force mains and collection lines.

The current TCEQ wastewater permit, issued in 2016, can accommodate approximately 5,555 wastewater LUEs.

At full build-out of the PUA's wastewater service area, the System (assuming expansion of the System's facilities, as described above) could have a total population as high as 21,600 or 7,200 LUEs (assuming 3 persons per LUE).

TABLE 1 – MAJOR PUA WATER CUSTOMERS (AS OF SEPTEMBER 30, 2018)

Name of Taxpayer	Gallons Used (000s)	Revenue	% of Total Revenue
Spanish Oaks Owners Association	22,333,000	\$ 394,861	1.75%
Highpointe Home Owners Association	14,138,000	262,539	1.16%
CSHV HCG Retail & Office	12,218,000	139,632	0.62%
Estates at Bee Cave	7,845,000	106,590	0.47%
WSH 71 TX Partners, LLC	9,128,000	93,409	0.41%
H.E. Butt Grocery	5,536,000	86,260	0.38%
The Salt Lick Bar BBQ	3,735,000	66,048	0.29%
Connell Falconhead Apartments	7,990,000	65,915	0.29%
Silverado Memory Care	4,157,000	61,921	0.27%
Hill Country Apartments	6,821,000	59,272	0.26%
	93,901,000	\$ 1,336,447	5.90%

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TABLE 2 – MAJOR PUA WASTEWATER CUSTOMERS (AS OF SEPTEMBER 30, 2018)

Name of Taxpayer	Gallons Used	Revenue	% of Total Revenue
CSHV HCG Retail & Office	12,218,000	\$ 178,140	3.38%
Estates at Bee Cave	7,845,000	144,191	2.74%
WSH 71 TX Partners, LLC	9,128,000	111,249	2.11%
Connell Falconhead Apartments	7,990,000	79,179	1.50%
Hill Country Apartments	6,821,000	74,644	1.42%
H.E. Butt Grocery	4,305,000	71,910	1.36%
Inven Trust Property Management	4,900,000	51,973	0.99%
Hill Country Galleria Hotel	3,796,000	40,345	0.77%
Whole Foods Market	1,423,000	25,151	0.48%
Golds Gym International Inc.	2,248,000	20,931	0.40%
	60,674,000	\$ 797,713	15.15%

TABLE 3 – HISTORICAL CONDENSED STATEMENT OF OPERATIONS

	Fiscal Year Ended September 30			
	2018 ⁽³⁾	2017	2016	2015
<u>Revenue and Expenses</u>				
Gross Water and Wastewater System Revenue	\$ 27,894,944	\$ 25,646,460	\$ 22,618,368	\$ 20,663,472
Direct O&M Expense ⁽¹⁾	10,042,699	10,464,185	11,072,137	11,416,517
Total Net Revenues	\$ 17,852,245	\$ 15,182,275	\$ 11,546,231	\$ 9,246,955
Impact Fees Recognized	\$ 13,595,918	\$ 9,358,123	\$ 6,891,383	\$ 5,574,972
Total Net Water and Wastewater System Income	\$ 31,448,163	\$ 24,540,398	\$ 18,437,614	\$ 14,821,927
	Retail	Wholesale		
Water Customers	7,803	8,467		
Wastewater Customers	2,317	965		
Population Served ⁽²⁾	48,810			
PUA General Operating Fund Unassigned Balance ⁽³⁾	\$ 14,961,187			
PUA Rate Stabilization Fund Balance ⁽³⁾	\$ 2,985,585			
PUA Facilities Fund Balance ⁽³⁾	\$ 5,531,577			
PUA Debt Service Fund Balance ⁽³⁾	\$ 5,686,727			
PUA Debt Service Reserve Fund Balance ⁽⁴⁾	\$ 11,561,315			
PUA Impact Fee Fund Balance ⁽³⁾	\$ 39,206,347			

(1) Excludes depreciation.

(2) Calculated based upon 3 persons/water connection.

(3) Figures as of September 30, 2018. Unaudited.

(4) Preliminary, subject to final pricing of the Bonds.

TABLE 4 – MONTHLY WATER RATES AND IMPACT FEES:

Water Impact Fees:

Highway 71 Water System Service Area: \$3,776

Highway 290 Water System Service Area: \$6,139

2015 Water Impact Fees:

Highway 71 Water System Service Area: \$7,476

Highway 290 Water System Service Area: \$12,938

2012 Water Impact Fees:

Highway 71 Water System Service Area: \$5,992

Highway 290 Water System Service Area: \$8,809

Historical Water Impact Fees:

Bee Cave Rate District: \$4,120

Bee Cave South Rate District: \$5,180

Homestead/Meadow Fox Rate District: \$4,120

HPR/290 Rate District: \$5,180

Subsequent User/Pro-Rata Fees (in addition to impact fees):

(1) South Madrone Trail Water: \$15,500 per LUE

(2) Tanglewood West Water: \$5,250 per LUE

(3) Homestead/Meadow Fox District: \$6,500 per LUE

MINIMUM MONTHLY CHARGE FOR RETAIL WATER SERVICE (EFFECTIVE OCTOBER 1, 2018):

Meter Size	System-Wide Rate
5/8"	\$ 41.97
3/4"	54.22
1"	97.13
1 1/2"	154.43
2"	255.54
3"	338.11
4"	499.14
6"	1,645.80
8"	2,633.28
12"	3,785.34

**VOLUMETRIC CHARGE FOR RETAIL WATER SERVICE (PER THOUSAND GALLONS USED):
RESIDENTIAL (EXCLUDING MULTI-UNIT RESIDENTIAL):**

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	6.50
20,001-35,000	9.75
35,001-50,000	14.63
50,001-80,000	16.82
80,001 +	19.35

SMALL COMMERCIAL (EXCLUDING MULTIPLE USE FACILITIES):

Meter Size	Gallons	System-Wide Rate
1"	0-55,000	\$ 4.25
	55,001 and Above	8.10
1 1/2"	0-75,000	4.25
	75,001 and Above	8.10
2", 3", 4"	0-100,000	4.25
	Above	8.10

COMMERCIAL:

Meter Size	Gallons	System-Wide Rate
1"	0-55,000	\$ 4.25
	55,001 and Above	8.10
	0-75,000	4.25
1 1/2 "	75,001 and Above	8.10
	0-100,000	4.25
2", 3", 4"	100,001 and Above	8.10

MULTI-UNIT RESIDENTIAL AND MULTI-USE FACILITIES:

Gallons	System-Wide Rate
1 and above	\$ 7.50

Irrigation:

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	6.50
20,001-35,000	9.75
35,001-50,000	14.63
50,001-80,000	16.82
80,001 and above	19.35

Fire Hydrant Meter:

Gallons	System-Wide Rate
0-10,000	\$ 5.20
10,001-20,000	6.50
20,001-35,000	9.75
35,001-50,000	14.63
50,001-80,000	16.82
80,001 and above	19.35

TABLE 5 – MONTHLY WASTEWATER RATES (FOR BEE CAVE RATE DISTRICT):

Wastewater Impact Fee per LUE:	\$7,868.00
2015 Wastewater Impact Fee per LUE:	\$11,643.75
2012 Wastewater Impact Fee per LUE:	\$11,500.00
Historical Wastewater Impact Fee per LUE:	\$5,250.00

Base Charge:	
Residential	\$ 55.12
Non-Residential:	
5/8"	\$ 55.12
3/4"	110.25
1"	165.37
1 1/2"	275.62
2"	440.99
3"	881.99
4"	1,378.11
6"	1,645.80
8"	2,633.28
	Approved Rate
Volumetric Rate	10/1/2016
Residential:	\$ 6.94 /1,000 Gallons
Non-Residential:	7.84 /1,000 Gallons
Industrial Surcharge-BOD	\$ 0.49

The PUA will calculate residential wastewater flow for each customer based on the calculated average of monthly potable water metered and billed to the customer during the previous December, January and February. If a residential customer does not have an acceptable history of water usage during the preceding December, January and February, the customer's monthly wastewater bill shall be calculated upon: (1) the customer's current monthly water usage; or (2) on the basis of 10,000 gallons water usage per month, whichever is less.

The PUA will calculate commercial wastewater flow for each non-residential, multi-unit residential and multi-use facility based on actual potable water consumption.

Additional rate/tariff information is available on the PUA's website at: <https://www.wtcpua.org/rates-and-policies>.

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DEBT INFORMATION

TABLE 6 – PRO-FORMA DEBT SERVICE REQUIREMENTS

Year Ending 9/30	Outstanding Debt			The Bonds ⁽¹⁾			Total Obligations
	Principal	Interest	Total	Principal	Interest	Total	
2019	\$ 3,470,000	\$ 8,179,388	\$ 11,649,388	\$ -	\$ 216,732	\$ 216,732	\$ 11,866,120
2020	3,635,000	8,078,588	11,713,588	280,000	702,915	982,915	12,696,503
2021	3,835,000	7,958,413	11,793,413	290,000	693,535	983,535	12,776,948
2022	4,100,000	7,770,663	11,870,663	300,000	683,820	983,820	12,854,483
2023	4,380,000	7,571,613	11,951,613	310,000	670,770	980,770	12,932,383
2024	4,685,000	7,352,613	12,037,613	325,000	657,285	982,285	13,019,898
2025	4,970,000	7,118,363	12,088,363	340,000	643,148	983,148	13,071,510
2026	5,260,000	6,878,963	12,138,963	355,000	628,358	983,358	13,122,320
2027	5,575,000	6,625,913	12,200,913	365,000	612,915	977,915	13,178,828
2028	5,840,000	6,369,163	12,209,163	385,000	597,038	982,038	13,191,200
2029	6,115,000	6,097,113	12,212,113	400,000	580,290	980,290	13,192,403
2030	6,420,000	5,797,263	12,217,263	420,000	562,890	982,890	13,200,153
2031	6,730,000	5,496,331	12,226,331	440,000	544,620	984,620	13,210,951
2032	7,050,000	5,179,181	12,229,181	460,000	525,480	985,480	13,214,661
2033	7,335,000	4,903,881	12,238,881	475,000	505,470	980,470	13,219,351
2034	7,630,000	4,615,756	12,245,756	495,000	484,808	979,808	13,225,564
2035	7,930,000	4,310,556	12,240,556	520,000	463,275	983,275	13,223,831
2036	8,245,000	3,999,000	12,244,000	540,000	440,655	980,655	13,224,655
2037	8,570,000	3,669,200	12,239,200	565,000	417,165	982,165	13,221,365
2038	8,920,000	3,326,400	12,246,400	590,000	392,588	982,588	13,228,988
2039	9,275,000	2,969,600	12,244,600	615,000	366,923	981,923	13,226,523
2040	9,640,000	2,598,600	12,238,600	640,000	340,170	980,170	13,218,770
2041	10,030,000	2,213,000	12,243,000	670,000	312,330	982,330	13,225,330
2042	10,430,000	1,811,800	12,241,800	700,000	283,185	983,185	13,224,985
2043	10,850,000	1,394,600	12,244,600	725,000	252,735	977,735	13,222,335
2044	11,290,000	960,600	12,250,600	760,000	221,198	981,198	13,231,798
2045	11,740,000	509,000	12,249,000	790,000	188,138	978,138	13,227,138
2046	985,000	39,400	1,024,400	830,000	153,773	983,773	2,008,173
2047	-	-	-	865,000	117,668	982,668	982,668
2048	-	-	-	900,000	80,040	980,040	980,040
2049	-	-	-	940,000	40,890	980,890	980,890
	<u>\$ 194,935,000</u>	<u>\$ 133,794,956</u>	<u>\$ 328,729,956</u>	<u>\$ 16,290,000</u>	<u>\$ 13,380,802</u>	<u>\$ 29,670,802</u>	<u>\$ 358,400,758</u>

(1) Preliminary; subject to change. Interest is estimated at market rates for illustrative purposes only.

PREVIOUSLY ISSUED BONDS . . . As of March 1, 2019, the following obligations were outstanding and unpaid (the “Previously Issued Bonds”):

Purpose	Dated Date	Series	Original Principal Amount	Outstanding Balance
Revenue & Refunding Bonds	8/1/2013	2013	\$ 163,870,000	\$ 9,130,000
Revenue Bonds	4/15/2015	2015	37,035,000	36,600,000
Refunding Bonds	12/28/2017	2017	151,730,000	149,205,000
Total			<u>\$ 352,635,000</u>	<u>\$ 194,935,000</u>

SUMMARY OF THE PARTICIPANT AGREEMENT

The following summary is qualified in its entirety by the discussion immediately below and by reference to the full text of the Participant Agreement, a copy of which is attached hereto as “APPENDIX G – ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT.”

Pursuant to the Participant Agreement, each of the Participants have agreed, on a several and not joint basis, to make Annual Payments to the PUA sufficient to satisfy all installment payments due by the PUA to the LCRA pursuant to the Purchase Contract, to pay all debt service on and fund all required reserves and payment obligations in connection with the Bonds and other Senior Lien Obligations issued in accordance with the Participant Agreement, and to pay all Operation and Maintenance Expenses of the System. Each Participant’s obligation to make its Proportionate Share of the Annual Payment constitutes an operating and maintenance expense of such Participant’s utility system and is payable solely from revenues of such Participant’s system. Each Participant’s system consists of the distribution and collection components of the System located within such Participant’s service area, each of which the Participants have agreed to conditionally purchase from the PUA pursuant to the Participant Agreement. The payment obligations of the Participants do not constitute general obligations of the Participants and are not payable from any source other than revenues of each Participant’s system.

The Participants’ Proportionate Shares of the Annual Payment are allocated in the Participant Agreement as follows:

City of Bee Cave	27.3%
Hays County	35.1%
West Travis County MUD 5 (now succeeded by Lake Pointe MUD)	37.6%

The term of the Participant Agreement runs while the Bonds and all other Senior Lien Obligations issued in accordance with the Participant Agreement are outstanding; however, the Participant Agreement has not been pledged as security for the Bonds, and the Holders have not been granted any rights thereunder in the Resolution. The Participant Agreement is binding on and inures to the benefit of the parties thereto and their respective successors, representatives, and assigns.

SUMMARY OF CERTAIN PROVISIONS OF THE PURCHASE CONTRACT

Following is a composite summary of certain material provisions of the Purchase Contract. Reference is hereby made to the full and complete Purchase Contract, for further information, a copy of which is attached hereto as “APPENDIX F – UTILITIES INSTALLMENT PURCHASE AGREEMENT.”

Pursuant to the Purchase Contract, the PUA will purchase the System in installment payments through 2019 (unless earlier prepaid at the option of the PUA) for a total purchase price equal to the LCRA’s outstanding debt service obligations related to the System, subject to certain adjustments described in the Purchase Contract (inclusive of accrued interest on the LCRA outstanding debt service obligations). Generally, and subject to certain specific conditions relating to the bond rating(s) assigned to bonds issued by the PUA, the installment payments have been paid as follows:

\$23,588,485 paid in July, 2012;
\$99,046,451 paid in August, 2013;
\$19,918,792 paid in April, 2015

A portion of the proceeds of the Bonds will be used to finance the final installment payment of \$11,425,944 representing the amount due of \$15,137,740 less \$3,711,796 in reserves held by LCRA, which is due to be paid no later than May 1, 2019.

In connection with the execution of the Purchase Contract, the LCRA received approval from the TCEQ transferring LCRA’s Certificate of Convenience and Necessity for the System to the PUA.

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EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION

The following summary is qualified in its entirety by reference to the full text of the Resolution, a copy of which is attached hereto as APPENDIX H.

Security. The PUA has irrevocably pledged to the payment and security of the Senior Lien Obligations, including the Bonds, the Net Revenues of the System. All Senior Lien Obligations, including the Bonds, and the interest thereon, shall constitute a lien on and pledge of Net Revenues and be valid and binding without any physical delivery thereof or further act by the PUA, and the lien created hereby on Net Revenues for the payment and security of the Senior Lien Obligations shall be prior in right and claim as to any other indebtedness, liability, or obligation of the PUA or the System.

Net Revenues means Gross Revenues of the System, with respect to any period, after deducting the Operation and Maintenance Expenses during such period.

Gross Revenues means all revenues, income, impact, capital recovery or connection fees which may be derived from the ownership and/or operation of the System as it is purchased, constructed or otherwise acquired, including payments pursuant to the Participant Agreement, but shall not mean any revenues derived from a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities which under the terms of the authorizing resolution(s) or order(s) that may be pledged for the requirements of Special Project Bonds issued particularly to finance certain facilities (even though the facilities to be financed with the Special Project Bonds are physically connected to the System) needed in performing any such contract or contracts; *provided, however*, that the Board may utilize any revenues, including those generated by the Participant Agreement, in excess of the debt service and other funding requirements with respect to the Senior Lien Obligations for any lawful purpose in accordance with the Resolution and the Participant Agreement.

Operation and Maintenance Expenses means (i) all costs and expenses of operation and maintenance of the System, including amounts payable under any contract with any person, including, but not limited to, any federal, state or local agency for the right to any source of water; any contribution or payment in lieu of taxes or any fee or charge by a government authority relating to PUA's production of water or sale of treated water; fees and charges to be paid to the Texas Commission on Environmental Quality or any other federal, state or local agency for regulatory purposes or for services rendered; the costs of operating personnel, utilities, supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services and administration of the System; overhead expenses; costs of operating, repairing maintaining, and replacing equipment for proper operation and maintenance of the System; and payments made in satisfaction of judgments resulting from claims not covered by insurance arising in connection with the acquisition, operation and maintenance of the System, and (ii) all amounts payable by the PUA to LCRA pursuant to the Purchase Contract. The term "Operation and Maintenance Expenses" does not include depreciation charges. See "APPENDIX G – ACQUISITION, WATER SUPPLY, WASTEWATER TREATMENT AND CONDITIONAL PURCHASE AGREEMENT" and "APPENDIX F – UTILITIES INSTALLMENT PURCHASE AGREEMENT."

Rates and Charges. For the benefit of the Holders of the Senior Lien Obligations, including the Bonds, and in addition to all provisions and covenants in the laws of the State of Texas and in the Resolution, the PUA has expressly stipulated and agreed, while any of the Senior Lien Obligations are Outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year sufficient:

- (a) To pay all Operation and Maintenance Expenses, or any expenses required by statute to be a first claim on and charge against the Gross Revenues of the System;
- (b) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Senior Lien Obligations issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Senior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a prior and first lien on and pledge of the Net Revenues;
- (c) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Junior Lien Obligations hereafter issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Junior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a junior and inferior lien on and pledge of the Net Revenues; and
- (d) To produce Net Revenues, together with any other lawfully available funds, sufficient to pay the principal of and interest on any Inferior Lien Obligations hereafter issued by the PUA and the amounts required to be deposited in any reserve, contingency, or redemption fund or account created for the payment and security of any Inferior Lien Obligations, and any other obligations or evidences of indebtedness issued or incurred that are payable from and secured solely by a subordinate and inferior lien on and pledge of the Net Revenues.

Revenue Fund. The PUA has covenanted and agreed that the Gross Revenues of the System shall be deposited, as collected and received, into the Revenue Fund and that the Gross Revenues of the System shall be kept separate and apart from all other funds of the PUA. All Gross Revenues deposited into the Revenue Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

- (a) FIRST: to the payment of all Operation and Maintenance Expenses as defined herein or required by statute, to be a first charge on and claim against the Gross Revenues of the System.

- (b) SECOND: to the payment of the amounts that must be deposited in any special funds or accounts, including the Bond Fund and the Reserve Fund, created and established for the payment and security of the Senior Lien Obligations as the same become due and payable.
- (c) THIRD: to the payment of the amounts required to be deposited into the bond, reserve, contingency, or redemption funds created and established for the payment of any Junior Lien Obligations hereafter issued by the PUA as the same become due and payable.
- (d) FOURTH: to the payment of the amounts required to be deposited into the bond, reserve, contingency, or redemption funds created and established for the payment of any Inferior Lien Obligations hereafter issued by the PUA as the same become due and payable.

Any Net Revenue remaining in the Revenue Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be transferred to the Rate Stabilization Fund and appropriated and used for any other PUA purpose now or hereafter permitted by law.

Rate Stabilization Fund. The PUA has agreed to maintain a separate and special fund or account known as the Rate Stabilization Fund. All funds deposited into the Rate Stabilization Fund may be used at the discretion of the PUA for any lawful purpose, including capital additions and improvements to the System and to enable the PUA to manage rates and charges recommended to the Participants pursuant to the Participant Agreement; provided, however, that such funds shall be used in the following order of priority:

- (a) First, for funding of operating and maintenance reserves, in accordance with Prudent Utility Practice, and payment of principal of and interest on the Senior Lien Obligations;
- (b) Second, for redemption or defeasance of outstanding Senior Lien Obligations, if economically advantageous in the discretion of the Board of the PUA; and
- (c) Third, for transfer to the Facilities Fund for payment of costs of any capital additions and improvements to the System.

Notwithstanding anything in this Section to the contrary, except as provided in the following sentence, proceeds of the Bonds deposited to the Rate Stabilization Fund shall be used solely to pay for capital improvements and additions to the System. Any proceeds of the Bonds deposited to the Rate Stabilization Fund and not used for capital improvements and additions to the System shall be transferred to the Bond Fund and used to pay debt service on the Bonds.

Facilities Fund. The PUA has created and agreed to maintain a separate and special fund or account known as the Facilities Fund. At the discretion of the Board of the PUA, amounts may be transferred from the Rate Stabilization Fund to the Facilities Fund from time to time for payment of capital additions and improvements to the System, including reimbursement of any Participant for payment of such costs, upon request of such Participant and at the discretion of the Board of the PUA. At the discretion of the Board of the PUA, amounts on deposit in the Facilities Fund may be transferred to the Rate Stabilization Fund from time to time and used for any lawful purpose; provided, however, that, except as provided in the following sentence, any amounts constituting proceeds of the Bonds shall be used solely to pay for capital improvements and additions to the System. Any proceeds of the Bonds deposited to the Facilities Fund and not used for capital improvements and additions to the System shall be transferred to the Bond Fund and used to pay debt service on the Bonds.

Deficiencies – Excess Net Revenues. If on any occasion there shall not be sufficient Net Revenues to make the required deposits into the Bond Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Net Revenues, or from any other sources available for such purpose, and such payments shall be in addition to the amounts required to be paid into these Funds or accounts during such month or months. Subject to making the required deposits to the Bond Fund and the Reserve Fund when and as required by the Resolution or any resolution authorizing the issuance of Additional Senior Lien Obligations, the excess Net Revenues may be used by the PUA for any lawful purpose including, but not limited to, the redemption of any Senior Lien Obligations.

Limited Obligations of the PUA. The Bonds are limited, special obligations of the PUA payable from and equally and ratably secured solely by a lien on and pledge of Net Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Bonds from any funds raised or to be raised through taxation by the PUA. The PUA has no taxing power.

Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the PUA has covenanted and agreed particularly that in the event the PUA (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in the Resolution, the Holders of any of the Senior Lien Obligations shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the PUA and other officers of the PUA to observe and perform any covenant, condition, or obligation prescribed in the Resolution.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

Defeasance. If the PUA shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in the Resolution, then the lien on and pledge of Net Revenues under the Resolution and all covenants, agreements, and other obligations of the PUA to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together

with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The PUA has covenanted that no deposit of money or Government Securities (as defined below) will be made and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Government Securities mean any securities now or hereafter permitted by law for defeasance of public securities, including (i) direct noncallable obligations of, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the PUA or deposited as directed by the PUA. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of four (4) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the PUA be remitted to the PUA against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Resolution an Agreement; Amendments – Outstanding Bonds. The PUA acknowledges that the covenants and obligations of the PUA contained in the Resolution are a material inducement to the purchase of the Bonds. The Resolution shall constitute a contract with the Holders from time to time, be binding on the PUA and its successors and assigns, and it shall not be amended or repealed by the PUA so long as any Bond remains Outstanding except as permitted in this paragraph. The PUA may, without the consent of any Holders, from time to time and at any time, amend the Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the PUA may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of the Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

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TAX EXEMPTION

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix I hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The PUA has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislature proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the PUA or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The PUA has covenanted, however, to comply with the requirements of the Code.

Bond Counsel’s engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the PUA or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the PUA and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the PUA legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such

audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the PUA or the Beneficial Owners to incur significant expense.

CONTINUING DISCLOSURE OF INFORMATION

In the Resolution, the PUA has made, and in the Participant Agreement, the Participants have made, the following agreement for the benefit of the holders and beneficial owners of the Bonds. The PUA and the Participants are required to observe the agreement for so long as they remain obligated to advance funds to pay the Bonds. The PUA and the Participants will be obligated to provide certain annual financial information and operating data annually to the Municipal Securities Rulemaking Board (the “MSRB”) in an electronic format prescribed by the MSRB, as further described below under “AVAILABILITY OF INFORMATION.”

ANNUAL REPORTS . . . The PUA and the Participants will provide to the MSRB updated financial information and operating data annually. The information to be updated includes quantitative financial information and operating data with respect to the PUA and the Participants of the general type included in this Official Statement in Tables 1 through 6 and APPENDICES A, B-2, C-2 and D-2, respectively. The PUA and the Participants will provide this information within 6 months after the end of each fiscal year; however, if audited financial statements are not available when the information is provided, the PUA and the Participants will provide audited financial statements when and if they become available and unaudited financial statements within the required period unless audited financial statements are sooner provided. Financial statements will be prepared in accordance with the accounting principles described in each respective appendix, or such other accounting principles as the PUA or the Participants may be required to employ from time to time pursuant to state law or regulation. The PUA and the Participants may provide updated information in full text or may incorporate by reference documents available on EMMA (as defined below) or filed with the U.S. Securities and Exchange Commission (the “SEC”). The PUA and the Participants’ current fiscal year end is September 30. Accordingly, annual financial information must be provided by March 31 in each year, unless their fiscal year changes. If any of the PUA or a Participant change their fiscal year, it will notify the MSRB of the change.

CERTAIN EVENT NOTICES . . . The PUA will provide notices of certain events to the MSRB within ten business days after such event(s). The PUA will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) Bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership, or similar event of the PUA or a Participant; (13) the consummation of a merger, consolidation, or acquisition involving the PUA or a Participant or the sale of all or substantially all of the assets of the PUA or a Participant, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of the trustee, if material; (15) incurrence of a debt obligation of the PUA or a Participant or a derivative instrument entered into by the PUA or a Participant in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or a guarantee by the PUA or a Participant of any such debt obligation or derivative instrument, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such debt obligation, derivative instrument, or guarantee of the PUA or a Participant, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such debt obligation, derivative instrument, or guarantee of the PUA or a Participant, any of which reflect financial difficulties. Neither the Bonds nor the Resolution makes any provision for liquidity enhancement. In addition, the PUA and the Participants will provide timely notice of any failure to provide information, data, or financial statements in accordance with the agreement described above under “Annual Reports.” The Participants have agreed to provide information to the PUA to support the PUA’s ability to comply with its obligation to provide notice of the foregoing events.

AVAILABILITY OF INFORMATION . . . The PUA and the Participants have agreed to provide the foregoing information only to the MSRB. The information will be available free of charge via the MSRB’s Electronic Municipal Market Access (“EMMA”) system at www.emma.msrb.org.

LIMITATIONS AND AMENDMENTS . . . The PUA and the Participants have agreed to update information and to provide notices of certain events only as described above. The PUA and the Participants have not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The PUA and the Participants make no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The PUA and the Participants disclaim any contractual or tort liability for damages resulting in whole or in part from any breach of their continuing disclosure agreement or from any statement made pursuant to their agreement, although holders of Bonds may seek a writ of mandamus to compel the PUA or the Participants to comply with their agreement. The PUA or the Participants may amend their continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Participants, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the PUA or the Participants (such as nationally recognized bond counsel) determine that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the PUA or the

Participants so amend the agreement, the PUA and the Participants have agreed to include with the next annual financial information and operating data provided in accordance with its agreement described above under “Annual Reports” an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of annual financial information and operating data so provided.

COMPLIANCE WITH PRIOR UNDERTAKINGS . . . For the past five years, the PUA has complied in all material respects with its continuing disclosure agreements entered into pursuant to the Rule.

For the past five years, the Participants have complied in all material respects with their respective continuing disclosure agreements entered into pursuant to the Rule.

OTHER INFORMATION

RATINGS . . . The Bonds have been rated “A1” by Moody’s Investors Service, Inc. (“Moody’s”) without regard to credit enhancement. The PUA is not seeking a rating on the Bonds from S&P Global Ratings (“S&P”). The outstanding debt of the PUA is also rated “A” by S&P. An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective view of such organizations and the PUA makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating companies, if in the judgment of such companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

LITIGATION . . . The PUA is involved in the following litigation:

- Petition of William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601;

William Holms, a retail water and wastewater customer of the PUA, sued the PUA on May 5, 2017, alleging a variety of claims revolving around his allegation that the PUA overbilled him for retail water service. The PUA filed a plea to the jurisdiction on the basis of governmental immunity, and the district court granted the plea on August 18, 2017, dismissing Mr. Holms’ case with prejudice. Mr. Holms timely filed a notice of appeal to the Third Court of Appeals. Briefing was submitted on November 6, 2017. The Court has not notified the parties of a decision. The PUA has been vigorously defending this petition and appeal.

- Petition of 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; and
- Petition of John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.

The Plaintiffs, developers with and within the PUA’s planning service area but outside of the PUA’s certificate of convenience and necessity (“CCN”), sued the PUA regarding a denial of water capacity and are seeking declaratory judgement that the PUA lacks the authority to impose policies regarding impervious cover limitations.

The Plaintiffs/Appellants have appealed to the District Court’s decision to dismiss the suit as set forth in a Third Amended Petition, and the PUA has moved to dismiss the appeal on the basis that the Plaintiffs/Appellants failed to timely file the notice of appeal. Briefing from the Appellants was submitted on January 12, 2019, and the PUA’s brief was due February 11, 2019. The PUA has been vigorously defending this petition and appeal as well.

Neither the PUA nor the Participants believe the aforementioned litigation or other proceeding pending or to its knowledge, threatened, in any court, agency or other administrative body (either state or federal), if decided adversely to the PUA, would have a material adverse effect on the financial condition of the PUA.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE . . . The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any jurisdiction. The PUA assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS . . . Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Bonds are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the Public Funds Investment Act, Chapter 2256, Texas Government Code, requires that the Bonds be assigned a rating of at least “A” or its equivalent as to investment quality by a national rating agency. See “OTHER INFORMATION – RATINGS” herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and

savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the PUA has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

LEGAL MATTERS . . . The delivery of the Bonds is subject to the approval of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the PUA payable from Net Revenues of the System and the approving legal opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel, to like effect and to the effect that the interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described under “TAX EXEMPTION” herein, including the alternative minimum tax on corporations. The proposed form of Bond Counsel’s opinion is attached hereto as APPENDIX I. Though it represents the Financial Advisor and the Underwriters from time to time in matters unrelated to the issuance of the Bonds, in connection with the issuance of the Bonds, Bond Counsel was engaged by, and only represents, the PUA. Except as noted below, Bond Counsel was not requested to participate, and did not take part, in the preparation of this Official Statement and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained herein, except in its capacity as Bond Counsel, such firm has reviewed the information appearing under captions “THE BONDS” (except under the subcaptions “BOOK-ENTRY-ONLY SYSTEM,” “BONDHOLDERS’ REMEDIES” and “SOURCES AND USES OF PROCEEDS”), “SUMMARY OF THE PARTICIPANT AGREEMENT,” “EXCERPTS OF CERTAIN PROVISIONS OF THE RESOLUTION,” “TAX EXEMPTION,” “OTHER INFORMATION – REGISTRATION AND QUALIFICATION OF BONDS FOR SALE,” “OTHER INFORMATION – LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS,” “OTHER INFORMATION – LEGAL MATTERS” (except for the last two sentences of the first paragraph and the last paragraph) and “CONTINUING DISCLOSURE OF INFORMATION” (except under subcaption “COMPLIANCE WITH PRIOR UNDERTAKINGS”) and such firm is of the opinion that the information relating to the Bonds and legal matters contained under such captions and subcaptions is an accurate and fair description of the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Resolution. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. The legal opinion of Bond Counsel will accompany the Bonds deposited with DTC or will be printed on the definitive Bonds in the event of the discontinuance of the Book-Entry-Only System. Certain legal matters will be passed upon for the Underwriters by their counsel, Bickerstaff Heath Delgado Acosta LLP, Austin, Texas. Bickerstaff Heath Delgado Acosta LLP has performed no work in regard to the project being financed by the Bonds, or in regard to the Participant Agreement.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL ADVISOR . . . Specialized Public Finance Inc. is employed as Financial Advisor to the PUA in connection with the issuance of the Bonds. The Financial Advisor’s fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. Specialized Public Finance Inc., in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the PUA has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the PUA and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

UNDERWRITING . . . The Underwriters have agreed, subject to certain conditions, to purchase the Bonds from the PUA, at a price equal to the initial offering prices to the public, as shown on the inside cover page of this Official Statement, less an underwriting discount of \$ _____. The Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of such Bonds, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have provided the following sentence for inclusion in the Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the Federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

One of the Underwriters is BOK Financial Securities, Inc., which is not a bank, and the Bonds are not deposits of any bank and are not insured by the Federal Deposit Insurance Corporation.

George K. Baum & Company and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, have a distribution agreement enabling Pershing LLC to obtain and distribute certain municipal securities underwritten by or allocated to George K. Baum & Company. Under the distribution agreement, George K. Baum & Company will allocate a portion of received takedowns, fees or commissions to Pershing for bonds sold under the agreement.

FORWARD-LOOKING STATEMENTS DISCLAIMER . . . The statements contained in this Official Statement, and in any other information provided by the PUA, that are not purely historical, are forward-looking statements, including statements regarding the PUA’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-

looking statements included in this Official Statement are based on information available to the PUA on the date hereof, and the PUA assumes no obligation to update any such forward-looking statements. The PUA's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the PUA. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

MISCELLANEOUS... The financial data and other information contained herein have been obtained from the PUA's records and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and the Resolution contained in this Official Statement are made subject to all of the provisions of such statutes, documents and the Resolution. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

The Resolution authorizing the issuance of the Bonds will also approve the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorize its further use in the reoffering of the Bonds by the Underwriters.

President, Board of Directors
West Travis County Public Utility Agency

March 13, 2019

Robert Pugh
West Travis County Public Utility Agency, TX
12117 Bee Cave Road, Building 3, Suite 120
Austin, TX 78738

Dear Robert Pugh :

We wish to inform you that on March 13, 2019, Moody's Investors Service reviewed and assigned a rating of A1 to West Travis County Public Utility Agency, TX, Revenue Bonds, Series 2019.

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This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Code of Professional Conduct* as of the date of this letter, both published on www.moodyys.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moodyys.com and may be further distributed as otherwise agreed in writing with us.

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Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

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March 13, 2019

Robert Pugh
West Travis County Public Utility Agency, TX
12117 Bee Cave Road,
Building 3, Suite 120
Austin, TX 78738

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If there is a conflict between the terms of this rating letter and any related Moody's rating application, the terms of the executed rating application will govern and supercede this rating letter.

Should you have any questions regarding the above, please do not hesitate to contact Heather Guss at 214-979-6881.

Sincerely,

Moody's Investors Service Inc

Moody's Investors Service Inc

cc: Mr. Garry Kimball
Specialized Public Finance Inc., TX
248 Addie Roy Road
Suite B-103
Austin, TX 78746

CREDIT OPINION

13 March 2019



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 EMEA 44-20-7772-5454

West Travis County Public Utility Agency, TX

Update to credit analysis

Summary

West Travis County Public Utility Agency (A1) continues to benefit from a growing customer base and timely rate increases, which have contributed to increased net revenues of the water and wastewater system (including impact fees) for the past two years. Debt service coverage has also increased to healthy levels and it is expected to improve again in fiscal 2018 (unaudited). General fund liquidity is very strong and the agency maintains additional liquidity in various funds that will help finance pay-go capital improvements over the next several years. The credit profile is constrained by a very high debt profile and slow principal amortization, but the agency has no plans to issue debt for at least the next five years. In addition, legal provisions are weak.

Credit strengths

- » Large service area and growing customer base
- » Strong liquidity
- » Improving debt service coverage

Credit challenges

- » Very high debt profile with slow principal amortization
- » Weak legal provisions

Rating outlook

Moody's does not usually assign outlooks to local government credits with this amount of debt outstanding.

Factors that could lead to an upgrade

- » Significant decline in the debt profile while continuing to adequately reinvest in the system
- » Strengthened legal provisions

Factors that could lead to a downgrade

- » Weak financial performance leading to a decline in reserves and/or debt service coverage

» Further increase in the debt profile

Key indicators

Exhibit 1

West Travis County Public Utility Agency					
System Characteristics					
Asset Condition (Net Fixed Assets / Annual Depreciation)	17 years				
System Size - O&M (\$000)	\$10,963				
Service Area Wealth: MFI % of USmedian	123.00%				
Legal Provisions					
Rate Covenant (x)	100x				
Debt Service Reserve Requirement	DSRF funded at average annual debt service				
Management					
Rate Management	Aa				
Regulatory Compliance and Capital Planning	A				
Financial Strength					
	2013	2014	2015	2016	2017
Operating Revenue (\$000)	\$18,469	\$19,855	\$20,663	\$22,521	\$25,646
System Size - O&M (\$000)	\$9,117	\$9,379	\$11,455	\$11,114	\$10,963
Net Revenues (\$000)	\$15,564	\$19,068	\$15,099	\$18,604	\$25,576
Net Funded Debt (\$000)	\$194,766	\$194,766	\$214,190	\$212,255	\$209,340
Annual Debt Service (\$000)	\$6,106	\$7,800	\$14,814	\$11,244	\$12,172
Annual Debt Service Coverage (x)	2.5x	2.4x	1.0x	1.7x	2.1x
Debt to Operating Revenues (x)	10.5x	9.8x	10.4x	9.4x	8.2x

Source: Moody's Investors Service

Profile

The West Travis County Public Utility Agency was created in partnership through concurrent ordinances of the City of Bee Cave, Lake Pointe Municipal Utility District (formerly West Travis County MUD No. 5), and Hays County as a vehicle to finance, own, and operate the West Travis County water and wastewater utility systems as a publically owned utility. The service area is roughly 20 miles west and south of downtown [Austin](#) (Aaa stable) and south of Lake Travis.

Detailed credit considerations

Service area and system characteristics: essential service provided to growing customer base near Austin

The system's relatively diverse customer base will continue to grow given ongoing residential and commercial development in the region driven by the area's close proximity to Austin. The area has experienced rapid growth in recent years, and management conservatively projects new growth will be at 3.5% annually.

The water and wastewater systems plants have sufficient capacity to serve current demand, but both systems will be expanded over time as the service area grows. The water system serves an estimated population of over 48,000 or approximately 16,000 retail and wholesale customers (LUEs). The water treatment plant has a capacity of 20 million gallons per day (MGD), and the current average production from the plant is approximately 6.8 MGD and the maximum day production totaled 14.2 MGD. At the current capacity, the existing water facilities of the system are expected to serve a total population of 65,000 or 21,645 LUEs. Over time, the system will be expanded and upgraded to ultimately serve a population of 100,000 or 36,000 LUEs. The top 10 water customers accounted for 6% of total water revenue in fiscal 2018, which is consistent with prior years. Top customers include residential developments, apartment complexes, a retail and office park, a grocery store, and a restaurant.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

The wastewater system serves an estimated population of 12,900 or 4,300 LUEs. The wastewater collection system serves the northern portion of the agency's service area predominately in and around the city of Bee Cave and West Travis County MUD No. 5. The wastewater treatment plant is rated for 1.0 MGD average daily flow, and current average flows are 0.565 MGD. The current wastewater permit can accommodate 5,555 LUEs, and the system will be expanded to eventually serve a population of 21,600 or 7,200 LUEs. The top ten wastewater customers accounted for 15.18% of fiscal 2018 total wastewater revenue and include many of the same customers as the water system.

Debt service coverage and liquidity: healthy coverage and strong liquidity will continue

The financial position is well managed and will continue to benefit from a growing customer base as well as a history of conservative budgeting and timely rate increases. Fiscal 2017 debt service coverage (including impact fees) improved to 2.1 times from 1.6 times in 2016 driven by growing revenues and cost reductions, and despite no rate increase for the first time in several years. The system is reliant on impact fees, which are only collected on new growth of the system. The agency utilizes solely the proportionate share of an impact fee collected for the proportionate share of the annual debt service which it is collected. When excluding impact fee revenue, 2017 coverage was narrower at 1.3 times.

Fiscal 2018 unaudited results reflect another increase in net revenues, driven by increased water and wastewater revenue, stable operating expenses, and strong impact fee revenue. Estimated coverage (including impact fees) improved to 2.7 times; coverage excluding impact fees was 1.5 times.

LIQUIDITY

The agency's strong cash position will remain a credit strength. Fiscal 2017 general fund cash totaled \$18.2 million, equivalent to a very strong 605 days cash on hand. In addition to cash in the general fund, the agency had \$27.8 million of cash in the impact fee fund (which will be used for future debt service costs and capital outlay), \$25 million in the capital projects fund (for future capital outlay), and \$15.2 million in the debt service fund (for future debt service).

Debt and legal covenants: debt profile will remain high; weak legal provisions

The system is highly leveraged following several debt issuances (including the Series 2019 bonds) to acquire utility facilities from the Lower Colorado River Authority. Leverage will remain elevated given slow amortization, but the agency has no debt plans for at least the next five years. Fiscal 2017 debt to operating revenue of 8.2 times has also declined modestly over the past few years, but remains well above similarly rated peers. When factoring in the Series 2019 bonds and fiscal 2018 revenues (unaudited), this metric is projected to decline slightly to 7.6 times.

The capital improvement plan for fiscal 2020-2024 includes \$45 million in projects and the agency will finance these with reserves in the and the facilities fund (held as committed general fund balance) and capital projects fund, as well as impact fee revenue. New customer growth will generate additional revenue and the balances in these funds are projected to remain healthy despite the pay-go capital.

The legal provisions are a credit weakness. The rate covenant is sum sufficient and the additional bonds test is 1.0x average annual debt service. The debt service reserve fund (DSRF) requirement is equal to the average annual debt service, provided that the amount shall not exceed 10% of the aggregate proceeds of the obligations; the DSRF is cash funded.

DEBT STRUCTURE

All debt is fixed rate and principal amortization is slow with 23% repaid in 10 years. Final maturity is 2049.

DEBT-RELATED DERIVATIVES

The agency is not party to any interest rate swaps or other derivative agreements.

Management and governance

Management employs conservative budgeting and financial management as evidenced in well-managed financial operations with satisfactory reserves and improving debt service coverage, as well as long-term planning for capital expenditures. The Board of Directors is composed of five individuals who are appointed by the participants. Hays County appoints two directors, the city of Bee Cave appoints two directors, and West Travis County MUD No. 5 appoints one director. The directors serve four year terms.

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REPORT NUMBER

1164732

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

Preliminary

West Travis County Public Utility Agency

\$16,290,000 Revenue Bonds, Series 2019

Total Issue Sources And Uses

Dated 04/24/2019 | Delivered 04/24/2019

	LCRA Final Installment	CIP	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$11,325,000.00	\$4,965,000.00	\$16,290,000.00
Reoffering Premium	465,152.70	203,910.95	669,063.65
Available Funds Held by LCRA to be Applied	3,711,796.36	-	3,711,796.36
Total Sources	\$15,501,949.06	\$5,168,910.95	\$20,670,860.01
Uses Of Funds			
Total Underwriter's Discount (0.725%)	82,087.21	35,983.31	118,070.52
Costs of Issuance	225,943.83	99,056.17	325,000.00
Gross Bond Insurance Premium	51,571.09	22,605.91	74,177.00
Deposit to Project Construction Fund	15,137,740.40	5,011,000.00	20,148,740.40
Deposit to Debt Service Fund (Rounding)	4,606.53	265.56	4,872.09
Total Uses	\$15,501,949.06	\$5,168,910.95	\$20,670,860.01

Preliminary

West Travis County Public Utility Agency

\$16,290,000 Revenue Bonds, Series 2019

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
08/15/2020	Serial Coupon	3.350%	2.150%	280,000.00	101.537%	-	-	-	284,303.60
08/15/2021	Serial Coupon	3.350%	2.200%	290,000.00	102.572%	-	-	-	297,458.80
08/15/2022	Serial Coupon	4.350%	2.300%	300,000.00	106.491%	-	-	-	319,473.00
08/15/2023	Serial Coupon	4.350%	2.350%	310,000.00	108.146%	-	-	-	335,252.60
08/15/2024	Serial Coupon	4.350%	2.450%	325,000.00	109.400%	-	-	-	355,550.00
08/15/2025	Serial Coupon	4.350%	2.550%	340,000.00	110.424%	-	-	-	375,441.60
08/15/2026	Serial Coupon	4.350%	2.850%	355,000.00	109.829%	-	-	-	389,892.95
08/15/2027	Serial Coupon	4.350%	3.000%	365,000.00	109.858%	-	-	-	400,981.70
08/15/2028	Serial Coupon	4.350%	3.100%	385,000.00	110.036%	-	-	-	423,638.60
08/15/2029	Serial Coupon	4.350%	3.200%	400,000.00	109.190%	c 3.291%	08/15/2028	100.000%	436,760.00
08/15/2030	Serial Coupon	4.350%	3.350%	420,000.00	107.936%	c 3.494%	08/15/2028	100.000%	453,331.20
08/15/2031	Serial Coupon	4.350%	3.450%	440,000.00	107.109%	c 3.628%	08/15/2028	100.000%	471,279.60
08/15/2032	Serial Coupon	4.350%	3.550%	460,000.00	106.289%	c 3.745%	08/15/2028	100.000%	488,929.40
08/15/2033	Serial Coupon	4.350%	3.600%	475,000.00	105.882%	c 3.812%	08/15/2028	100.000%	502,939.50
08/15/2034	Serial Coupon	4.350%	3.650%	495,000.00	105.477%	c 3.872%	08/15/2028	100.000%	522,111.15
08/15/2035	Serial Coupon	4.350%	3.700%	520,000.00	105.074%	c 3.925%	08/15/2028	100.000%	546,384.80
08/15/2036	Serial Coupon	4.350%	3.750%	540,000.00	104.673%	c 3.974%	08/15/2028	100.000%	565,234.20
08/15/2037	Serial Coupon	4.350%	3.800%	565,000.00	104.273%	c 4.018%	08/15/2028	100.000%	589,142.45
08/15/2038	Serial Coupon	4.350%	3.850%	590,000.00	103.875%	c 4.058%	08/15/2028	100.000%	612,862.50
08/15/2039	Serial Coupon	4.350%	3.900%	615,000.00	103.479%	c 4.096%	08/15/2028	100.000%	636,395.85
08/15/2040	Serial Coupon	4.350%	3.950%	640,000.00	103.085%	c 4.131%	08/15/2028	100.000%	659,744.00
08/15/2041	Serial Coupon	4.350%	4.000%	670,000.00	102.692%	c 4.163%	08/15/2028	100.000%	688,036.40
08/15/2042	Serial Coupon	4.350%	4.050%	700,000.00	102.302%	c 4.194%	08/15/2028	100.000%	716,114.00
08/15/2043	Serial Coupon	4.350%	4.100%	725,000.00	101.913%	c 4.223%	08/15/2028	100.000%	738,869.25
08/15/2044	Serial Coupon	4.350%	4.150%	760,000.00	101.525%	c 4.251%	08/15/2028	100.000%	771,590.00
08/15/2045	Serial Coupon	4.350%	4.150%	790,000.00	101.525%	c 4.253%	08/15/2028	100.000%	802,047.50
08/15/2046	Serial Coupon	4.350%	4.200%	830,000.00	101.140%	c 4.278%	08/15/2028	100.000%	839,462.00
08/15/2047	Serial Coupon	4.350%	4.200%	865,000.00	101.140%	c 4.280%	08/15/2028	100.000%	874,861.00
08/15/2048	Serial Coupon	4.350%	4.200%	900,000.00	101.140%	c 4.281%	08/15/2028	100.000%	910,260.00
08/15/2049	Serial Coupon	4.350%	4.200%	940,000.00	101.140%	c 4.282%	08/15/2028	100.000%	950,716.00
Total		-	-	\$16,290,000.00	-	-	-	-	\$16,959,063.65

Bid Information

Par Amount of Bonds	\$16,290,000.00
Reoffering Premium or (Discount)	669,063.65
Gross Production	\$16,959,063.65
Total Underwriter's Discount (0.725%)	\$(118,070.52)
Bid (103.382%)	16,840,993.13
Total Purchase Price	\$16,840,993.13
Bond Year Dollars	\$307,842.75
Average Life	18.898 Years
Average Coupon	4.3466355%
Net Interest Cost (NIC)	4.1676502%
True Interest Cost (TIC)	4.0727889%

2019 rev bds (2/19) less | Issue Summary | 3/11/2019 | 2:56 PM

West Travis County Public Utility Agency
Debt Service Reserve Fund Calculation

FYE 9/30	Existing D/S			Plus: Series 2019 Bonds			Total D/S Requirements		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2019	\$ 3,470,000.00	\$ 8,179,387.50	\$ 11,649,387.50	\$ -	\$ 216,732.13	\$ 216,732.13	\$ 3,470,000.00	\$ 8,396,119.63	\$ 11,866,119.63
2020	3,635,000.00	8,078,587.50	11,713,587.50	280,000.00	702,915.00	982,915.00	3,915,000.00	8,781,502.50	12,696,502.50
2021	3,835,000.00	7,958,412.50	11,793,412.50	290,000.00	693,535.00	983,535.00	4,125,000.00	8,651,947.50	12,776,947.50
2022	4,100,000.00	7,770,662.50	11,870,662.50	300,000.00	683,820.00	983,820.00	4,400,000.00	8,454,482.50	12,854,482.50
2023	4,380,000.00	7,571,612.50	11,951,612.50	310,000.00	670,770.00	980,770.00	4,690,000.00	8,242,382.50	12,932,382.50
2024	4,685,000.00	7,352,612.50	12,037,612.50	325,000.00	657,285.00	982,285.00	5,010,000.00	8,009,897.50	13,019,897.50
2025	4,970,000.00	7,118,362.50	12,088,362.50	340,000.00	643,147.50	983,147.50	5,310,000.00	7,761,510.00	13,071,510.00
2026	5,260,000.00	6,878,962.50	12,138,962.50	355,000.00	628,357.50	983,357.50	5,615,000.00	7,507,320.00	13,122,320.00
2027	5,575,000.00	6,625,912.50	12,200,912.50	365,000.00	612,915.00	977,915.00	5,940,000.00	7,238,827.50	13,178,827.50
2028	5,840,000.00	6,369,162.50	12,209,162.50	385,000.00	597,037.50	982,037.50	6,225,000.00	6,966,200.00	13,191,200.00
2029	6,115,000.00	6,097,112.50	12,212,112.50	400,000.00	580,290.00	980,290.00	6,515,000.00	6,677,402.50	13,192,402.50
2030	6,420,000.00	5,797,262.50	12,217,262.50	420,000.00	562,890.00	982,890.00	6,840,000.00	6,360,152.50	13,200,152.50
2031	6,730,000.00	5,496,331.25	12,226,331.25	440,000.00	544,620.00	984,620.00	7,170,000.00	6,040,951.25	13,210,951.25
2032	7,050,000.00	5,179,181.25	12,229,181.25	460,000.00	525,480.00	985,480.00	7,510,000.00	5,704,661.25	13,214,661.25
2033	7,335,000.00	4,903,881.25	12,238,881.25	475,000.00	505,470.00	980,470.00	7,810,000.00	5,409,351.25	13,219,351.25
2034	7,630,000.00	4,615,756.25	12,245,756.25	495,000.00	484,807.50	979,807.50	8,125,000.00	5,100,563.75	13,225,563.75
2035	7,930,000.00	4,310,556.25	12,240,556.25	520,000.00	463,275.00	983,275.00	8,450,000.00	4,773,831.25	13,223,831.25
2036	8,245,000.00	3,999,000.00	12,244,000.00	540,000.00	440,655.00	980,655.00	8,785,000.00	4,439,655.00	13,224,655.00
2037	8,570,000.00	3,669,200.00	12,239,200.00	565,000.00	417,165.00	982,165.00	9,135,000.00	4,086,365.00	13,221,365.00
2038	8,920,000.00	3,326,400.00	12,246,400.00	590,000.00	392,587.50	982,587.50	9,510,000.00	3,718,987.50	13,228,987.50
2039	9,275,000.00	2,969,600.00	12,244,600.00	615,000.00	366,922.50	981,922.50	9,890,000.00	3,336,522.50	13,226,522.50
2040	9,640,000.00	2,598,600.00	12,238,600.00	640,000.00	340,170.00	980,170.00	10,280,000.00	2,938,770.00	13,218,770.00
2041	10,030,000.00	2,213,000.00	12,243,000.00	670,000.00	312,330.00	982,330.00	10,700,000.00	2,525,330.00	13,225,330.00
2042	10,430,000.00	1,811,800.00	12,241,800.00	700,000.00	283,185.00	983,185.00	11,130,000.00	2,094,985.00	13,224,985.00
2043	10,850,000.00	1,394,600.00	12,244,600.00	725,000.00	252,735.00	977,735.00	11,575,000.00	1,647,335.00	13,222,335.00
2044	11,290,000.00	960,600.00	12,250,600.00	760,000.00	221,197.50	981,197.50	12,050,000.00	1,181,797.50	13,231,797.50
2045	11,740,000.00	509,000.00	12,249,000.00	790,000.00	188,137.50	978,137.50	12,530,000.00	697,137.50	13,227,137.50
2046	985,000.00	39,400.00	1,024,400.00	830,000.00	153,772.50	983,772.50	1,815,000.00	193,172.50	2,008,172.50
2047	-	-	-	865,000.00	117,667.50	982,667.50	865,000.00	117,667.50	982,667.50
2048	-	-	-	900,000.00	80,040.00	980,040.00	900,000.00	80,040.00	980,040.00
2049	-	-	-	940,000.00	40,890.00	980,890.00	940,000.00	40,890.00	980,890.00
	\$ 194,935,000.00	\$ 133,794,956.25	\$ 328,729,956.25	\$ 16,290,000.00	\$ 13,380,802.13	\$ 29,670,802.13	\$ 211,225,000.00	\$ 147,175,758.38	\$ 358,400,758.38

DSRF Requirement (Average Annual D/S)	\$ 11,561,314.79
Less: Current DSRF Balance	(11,734,526.93)
Required Deposit to DSRF	none

West Travis County Public Utility Agency
Project Cost Summary and 5-Year Projection
Capital Projects Fund

	2019	2020	2021	2022	2023	Thereafter	
Without Supplemental Bond Issue							
Beginning Fund Balance	\$ 20,377,238	\$ 12,559,499	\$ 1,780,243	\$ (66,504)	\$ 6,925,035	\$ 846,889	
Add Transfer from Facilities Fund	-	-	-	-	-	2,154,157	
Add Transfer from Impact Fee Fund	16,562,295	1,439,886	-	17,951,540	2,418,854	1,233,086	This is the maximum amount of cash funding that can legally come from impact fee funds that were collected prior to the impact fee policy and rate change in 2018.
Add Interest Income	255,000	170,000	24,000	-	93,000	11,000	
Add Bond Proceeds	-	-	-	-	-	-	
Less Project Expenses	(24,635,034)	(12,389,142)	(1,870,747)	(10,960,000)	(8,590,000)	(9,604,397)	
Projected Ending Fund Balance	<u>\$ 12,559,499</u>	<u>\$ 1,780,243</u>	<u>\$ (66,504)</u>	<u>\$ 6,925,035</u>	<u>\$ 846,889</u>	<u>\$ (5,359,266)</u>	Existing CIP Project Costs not funded by prior bond issues or impact fees.
With Supplemental Bond Issue							
Beginning Fund Balance	\$ 20,377,238	\$ 17,570,765	\$ 6,858,509	\$ 5,080,762	\$ 12,141,301	\$ 6,134,155	
Add Transfer from Facilities Fund	-	-	-	-	-	2,154,157	
Add Transfer from Impact Fee Fund	16,562,295	1,439,886	-	17,951,540	2,418,854	1,233,086	
Add Interest Income	255,000	237,000	93,000	69,000	164,000	83,000	
Add Bond Proceeds	5,011,266	-	-	-	-	-	
Less Project Expenses	(24,635,034)	(12,389,142)	(1,870,747)	(10,960,000)	(8,590,000)	(9,604,397)	
Projected Ending Fund Balance	<u>\$ 17,570,765</u>	<u>\$ 6,858,509</u>	<u>\$ 5,080,762</u>	<u>\$ 12,141,301</u>	<u>\$ 6,134,155</u>	<u>\$ 0</u>	

West Travis County Public Utility Agency
Capital Projects Fund Spending Projection

Updated: 3/14/2019

updated expected total costs from new CIP schedule

Expense	GL Code	2019	2020	2021	2022	2023	Thereafter	Total
<u>System-wide</u>								
Uplands WTP-Design & Admin	26005		\$ 50,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ 800,000
Uplands WTP Expansion-Const	26010				6,500,000	6,200,000	5,056,000	17,756,000
Raw Water Intake/Pump Station Expansion Ph 1-Design & Admin	26015	9,200						9,200
Raw Water Intake/Pump Station Expansion Ph 1-Const	26020	284,000						284,000
Raw Water Intake/Pump Station Expansion Ph 2-Design & Admin	26016						330,000	330,000
Raw Water Intake/Pump Station Expansion Ph 2-Const	26021						1,320,000	1,320,000
Raw Water TM #2-Design & Admin	26025	295,000						295,000
Raw Water TM #2-Construction	26030	4,650,000						4,650,000
System Hydraulic Modeling	26035	175,000						175,000
Additional Water Supply Development	26040		1,000,000					1,000,000
<u>US290 System</u>								
SW Pkwy PS Upgrade Ph 1-Design & Admin	26105	40,000						40,000
SW Pkwy PS Upgrade Ph 1-Const	26110	1,000,000	239,000					1,239,000
SW Pkwy PS Upgrade Ph 2-Design & Admin	26106					200,000		200,000
SW Pkwy PS Upgrade Ph 2-Const	26111					1,000,000		1,000,000
1240 Conversion/WL-Design & Admin	26115		145,000					145,000
1240 Conversion/WL-Const	26120			1,255,000				1,255,000
1340 EST-Design & Admin	26125	171,000						171,000
1340 EST-Const	26130	1,431,000						1,431,000
1340 PS Upgrade-Design & Admin	26135	155,000						155,000
1340 PS Upgrade-Const	26140	1,451,000						1,451,000
1340 TM-Design & Admin	26145	90,000						90,000
1340 TM-Const	26150	2,266,000						2,266,000
1420 PS Upgrade 290 Countyline-Design & Admin	26155					90,000	90,000	180,000
1420 PS Upgrade 290 Countyline-Const	26160					600,000	520,000	1,120,000
Circle Drive Pump Station	26165				3,960,000			3,960,000
<u>SH71 System</u>								
HPR Conversion & Upgrade to 1500 gpm-Design & Admin	26205	74,000						74,000
HPR Conversion & Upgrade to 1500 gpm-Const	26210	198,000						198,000
West Bee Cave Pump Station GST 2 Upgrade Ph II & III-Design & Admin	26215	50,000	83,350				7,650	141,000
West Bee Cave Pump Station GST2 Upgrade Ph II & III-Const	26220	600,000	238,000				200,000	1,038,000
1080 Bee Cave Transmission Main-Design & Admin	26225	528,000						528,000
1080 Bee Cave Transmission Main-Const	26230	2,128,000	2,129,000					4,257,000
Home Depot Pump Station Expansion & Conversion-Design & Admin	26235	47,000						47,000
Home Depot Pump Station Expansion & Conversion-Const	26240	241,000						241,000
Warranty Work-1280 EST Repairs	26245	13,205						13,205
<u>Wastewater</u>								
WW Master Planning & Permitting	26305		75,000					75,000
TLAP Major Amendment Application	26310	100,000						100,000
Bohls WWTP Expansion-Design & Admin	26315	200,000	124,000					324,000
Bohls WWTP Expansion-Const	26320		3,169,000					3,169,000
Effluent Disposal-Design & Admin	26325	65,000						65,000
Beneficial Recycling Facility-Design & Admin	26326	225,000						225,000
Effluent Disposal-Const	26330	1,475,000						1,475,000
Beneficial Recycling Facility-Const	26331	3,485,000						3,485,000
Bohls Service Area Lift Station & FM-Design & Admin	26335						100,000	100,000
Bohls Service Area Lift Station & FM-Const	26340						680,000	680,000
<u>Developer Reimbursements</u>								
Developer Reimbursements	26950	3,188,629	5,136,792	365,747	250,000	250,000	1,300,747	10,491,915
		<u>\$24,635,034</u>	<u>\$12,389,142</u>	<u>\$ 1,870,747</u>	<u>\$10,960,000</u>	<u>\$8,590,000</u>	<u>\$9,604,397</u>	<u>\$68,049,320</u>

ITEM C

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Bldg. D
Austin, Texas 78746
(512) 327-9204

dlozano@murfee.com

Date: January 24th, 2019

Client: WTC Public Utility Agency

12117 Bee Cave Road

Building 3, Suite 120

Bee Cave, Texas 78738

generalmanager@wtcpua.org

Project No.: 11051.____ WTCPUA Work Order No. _____

Project Name: County Line 1340 Pump Station Design, Approval & Construction Administration

Scope/Intent and Extent of Services: Engineering Services shall be inclusive as necessary to assist the Client with permitting, design and construction administration for the County Line 1340 Pump Station project. Services shall include preparation of a site plan in accordance with Travis County and City of Austin ordinances, submission to Travis County and City of Austin, resolution of staff comments, and assistance with the approval process. Design phase services shall include preparation of construction plans, which shall include surveying, geotechnical investigation, electrical engineering, structural design, *etc.*, as necessary to provide a complete set of plans and specifications, and securing TCEQ approval for construction. Construction phase services include administration of the construction contract, which consists of the bidding phase, review of submittals, construction observation & testing (including structural & electrical), geotech, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administrate the construction contract through final completion, including engineer's certifications upon completion.

The 1340 County Line Pump Station will be a separate pump station from the existing CLPS, which will be demolished following the construction of the proposed pump station. The 1340 CLPS will utilize a three pump design and will connect to existing piping. An analysis will be performed to determine the best fit pump capacity and type. The pump station building will be designed around the results of this analysis in order to best serve the type of pump selected.

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

Preliminary Engineering	\$ 20,150
Site Plan & Jurisdictional Coordination	\$ 54,140
Design and Preparation of Construction Plans & Specs	\$ 56,530
Procurement through Award & Construction Administration	\$ 67,400
Correspondence and Communication Throughout the Project	\$ 5,700
Outside Services	\$ 80,315
	\$284,235

The estimated fees do not include review fees, direct reimbursable expenses, or architectural design. Additional Services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount of \$284,235 as listed above without Board approval by the WTCPUA.

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

Offered By:
Murfee Engineering Co.

By:  1.28.19
Dennis Lozano, P.E. Date

Accepted By:
WTC Public Utility Agency

Signature Date

(Printed Name/Title)

MANPOWER & BUDGET ESTIMATE

Client:		WTCPUA County Line 1340 Pump Station														
Project:																
Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
		\$300	\$250	\$200	\$175	\$145	\$160	\$80	\$115	\$95	\$165	\$110	\$95	\$85		
1. Preliminary Engineering (review record drawings, submittals, design details, easements, etc.) (Includes 1 meeting with client)																
		2	13	6	24	24	5		14	14	20		4		126	\$ 20,150.00
2. Site Plan & Jurisdictional Coordination																
		1	12	24	72	48	80		20	20	40		16	16	349	\$ 54,140.00
3. Design & Preparation of Construction Plans & Specs																
		1	12		32	74	8		42	22	128		44	40	403	\$ 56,530.00
4. Procurement Through Award and Construction Administration																
		2	16	16	44	52		400	48	32		16		24	650	\$ 67,400.00
5. Correspondence and Communication																
		1	8		8	8			4	4					33	\$ 5,700.00
															1561	\$ 203,920.00
Outside Services																
																\$ 4,000.00
																\$ 14,950.00
																\$ 7,500.00
																\$ 18,630.00
																\$ 33,235.00
																\$ 2,000.00
Hours Labor Cost		7	61	46	180	206	93	400	128	92	188	16	64	80	TOTAL	\$ 284,235.00
		\$2,100	\$15,250	\$9,200	\$31,500	\$29,870	\$14,880	\$32,000	\$14,720	\$8,740	\$31,020	\$1,760	\$6,080	\$6,800		

Notes:

ITEM D

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(PROJECT NAME)**

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

WHEREAS, Developer currently owns and plans to develop approximately 15 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Developer Name or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.

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

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 11 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 11 LUEs.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

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

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

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

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

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

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

Section 4.2 **Impact Fees.** Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 11 LUEs.

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

contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 11 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 11 LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 11 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon

written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 **Assignment.** Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA:	General Manager West Travis County PUA 13215 Bee Cave Parkway Building B, Suite 110

Bee Cave TX 78738

Email: rpugh@wtcpua.org

Copy to:

Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: salbright@lglawfirm.com

Developer:

Email: _____

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

DEVELOPER NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(PROJECT NAME)**

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

WHEREAS, Developer currently owns and plans to develop approximately 15 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Developer Name or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.

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

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 11 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 11 LUEs.

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

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

Section 3.1 ~~Developer Construction of Facilities.~~ Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. ~~Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and~~ construction of all facilities relating to the Proposed Development, including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due may delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer

Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

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

The Developer shall submit technical plans associated with the pProposed dDevelopment that meets PUA requirements. Prior to release of plans for construction, the WTCPUA shall approve the plans and A Developer applicant shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.

Prior to release of water meters for the pProposed dDevelopment, the Developer applicant shall submit close out documents, including a final plat and executed and recorded easements in a form and manner acceptable for to the WTCPUA for recording by the WTCPUA per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA, and pay all applicable fees due including engineering review fees and legal fees. 5. Further, the Developer and/or Retail Customers shall pay the payment of all fees for each new service connection in the dProposed Development, including but not limited to tap fees, meter drop in fees and Impact Fees as provided in Section 4.2.

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

Section 4.2 **Impact Fees.** Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 11 LUEs.

Section 4.3. **Reservation Fees.** Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs

reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period (“Due Date”). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in “reserved status” for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 11 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 11 LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 11 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

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

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 **Assignment.** Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA: General Manager
West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave TX 78738

Email: rpugh@wtcpua.org

Copy to: Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: salbright@lglawfirm.com

Developer: _____

Email: _____

Section 6.4 **Invalid Provision.** Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

DEVELOPER NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

February 21, 2019

Developer

Re: Project Name

Dear Developer:

The West Travis County Public Utility Agency (PUA) has completed its review of requested water service for a 120,000 square foot Office Warehouse. Service Availability for thirty (30) LUEs of water allocation is approved subject to the **Developer** complying with the Service Extension Request (SER) Conditions below.

SER CONDITIONS

1. The **Developer** enters into a Non-Standard Water Service Agreement with the PUA for thirty (30) LUEs of water service within three (3) months of the date of the letter.
2. **Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.**
3. **Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.**
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The **Developer**, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
6. **Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA, and pay all applicable fees due including engineering review fees and legal fees.**
7. **The Developer and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees, meter drop in fees and Impact Fees.**

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

Please be advised that if, for any reason, system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that the PUA will not provide direct fire flow service to the Property and, as such, the **Developer** may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please contact Reuben Ramirez at 512-263-0100.

Sincerely,



Robert W. Pugh,
General Manager

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

ITEM E

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(SIGNAL HILL COMMERCIAL)**

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

WHEREAS, Developer currently owns and plans to develop approximately 28.99 acres of land within the WTCPUA's water service area as shown on the attached **Exhibit A** (the "Proposed Development"); and

WHEREAS, Rooster Springs, L.P. ("Rooster Springs") and West Travis County Public Utility Agency (the "WTCPUA") (each a "Party" and collectively, the "Parties") have previously entered into that certain Letter Agreement dated May 2, 2013 ("Water Reservation Letter Agreement"), by and between Rooster Springs and the WTCPUA concerning 206 Living Unit Equivalent ("LUEs") of potable water capacity in the WTCPUA System benefitting a 424.881 acre tract of land located approximately at U.S. Highway 290 and Trautwein Road; and

WHEREAS, the Parties Amended the Water Reservation Letter Agreement by a First Amendment ("First Amendment") on August 20, 2015 in order to provide Rooster Springs the right to assign LUEs to purchasers of lots within proposed development referenced in the Water Reservation Letter Agreement (the "Assignee"); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

- (a) "Agreement" shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.

- (b) "Assignee" shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party's duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) "Developer" shall mean Gray Mountain, LTD or its Assignees.
- (d) "Developer Deposit" shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) "Developer Facilities" shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached Exhibit B.
- (f) "Effective Date" shall mean the date of the last signature to this Agreement.
- (g) "Impact Fees" shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA's central water facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) "LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) "Reservation Fee" shall mean an annual fee imposed pursuant to the WTCPUA's Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) "Reservation Period" shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) "Water Reservation Letter Agreement" shall mean that certain Letter Agreement dated May 2, 2013 ("Water Reservation Letter Agreement"), by and between Rooster Springs and the WTCPUA.
- (m) "Written Service Commitment" shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (n) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (o) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to

Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.

- (p) "WTCPUA System" shall mean the WTCPUA's existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 30 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 30 LUEs.

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

Section 2.3 Consent to Assignment of Water Reservation Letter Agreement. The WTCPUA consents to the assignment of the Water Reservation Letter Agreement relating to 30 LUEs from Rooster Springs to Gray Mountain, LTD.

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

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

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

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

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

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

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

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code

prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 30 LUEs.

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 30 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 30 LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 Term; Termination. This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 30 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies

by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that the WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI **GENERAL PROVISIONS**

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 **Assignment.** Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA: General Manager
West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave TX 78738

Email: rpugh@wtcpua.org

Copy to: Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: salbright@lglawfirm.com

Developer: _____

Email: _____

Section 6.4 **Invalid Provision.** Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

GRAY MOUNTAIN, LTD.

By: _____

Name: _____

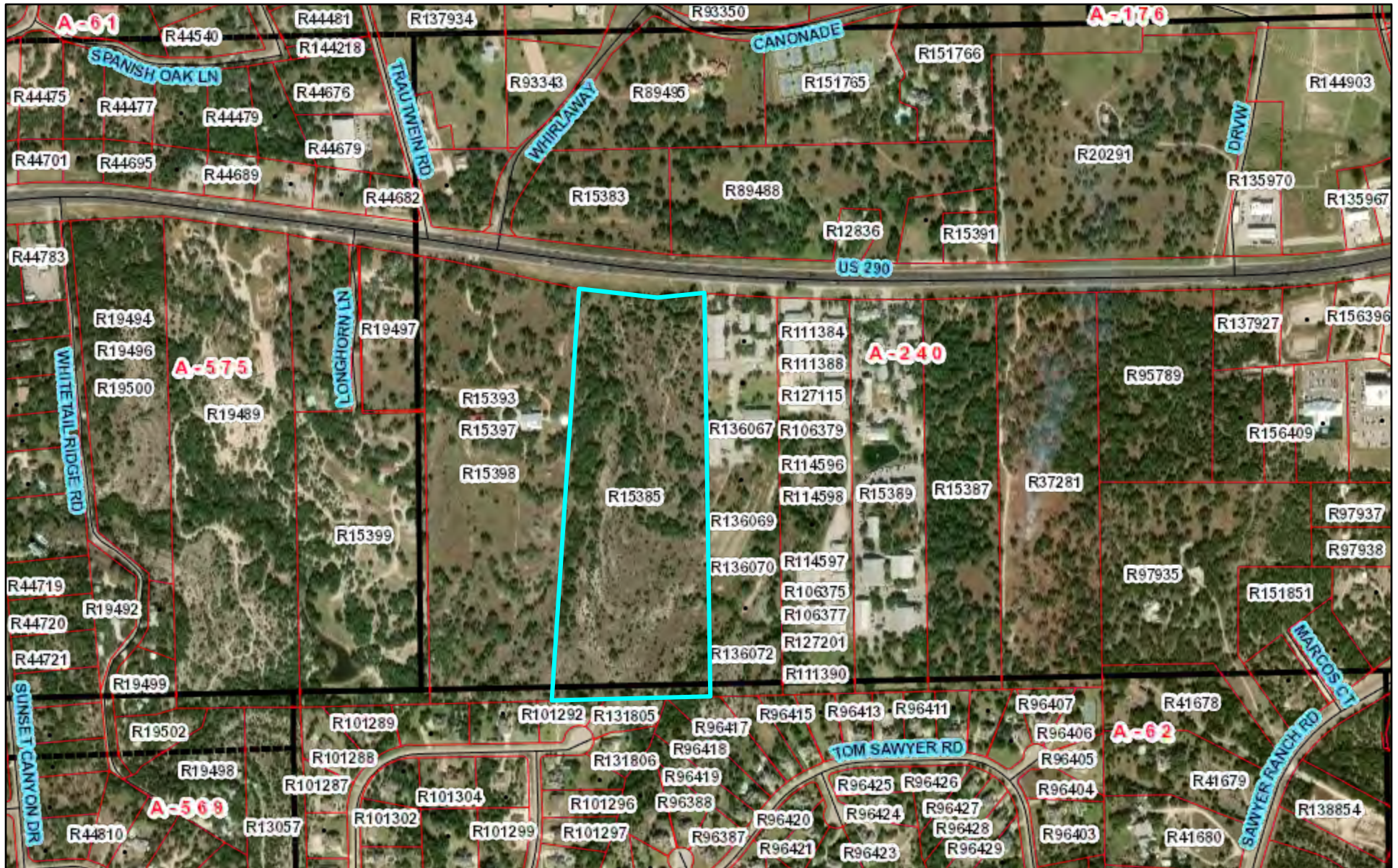
Title: _____

Date: _____

EXHIBIT A

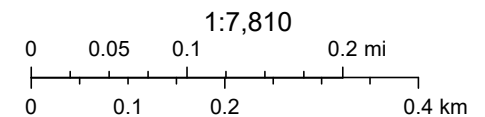
EXHIBIT B
DEVELOPER FACILITIES

Signal Hill Commercial



February 14, 2019

- Parcel Lines
- Historical Lines
- Roads
- Abstracts
- Parcel ID



USDA FSA, DigitalGlobe, GeoEye, CNES/Airbus DS

ITEM F

**RESOLUTION REGARDING REQUEST BY THE WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY TO THE PARTICIPANT ENTITIES TO
USE EMINENT DOMAIN AUTHORITY**

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

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”) is a public utility agency created by concurrent ordinance of Hays County (the “County”), the City of Bee Cave (the “City”), and Lake Pointe Municipal Utility District¹ (the “District”) and governed by Chapter 572 of the Texas Local Government Code (the County, the City, and the District may be collectively referred to as the “Participants” and individually as a “Participant”);

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

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the Participants have the power to exercise eminent domain authority; and

WHEREAS, the WTCPUA desires to facilitate the ability to request that the Participants use their respective eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

WHEREAS, the WTCPUA desires to enter into a Memorandum of Understanding (“MOU”) with each of the Participants to contemplate the terms by which the WTCPUA may request that a Participant exercise its eminent domain on behalf of the WTCPUA.

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

¹ Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

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

Section 2. The WTCPUA Board of Directors directs the General Manager, staff, and consultants to provide a Memorandum of Understanding to Hays County, the City of Bee Cave, and Lake Pointe Municipal Utility District to detail the terms by which the WTCPUA may request that each entity exercise its eminent domain authority on behalf of the WTCPUA.

Section 3. The WTCPUA Board of Directors authorizes the General Manager to negotiate and finalize such Memorandum of Understanding in order to bring a final draft back to the WTCPUA Board of Directors for consideration.

PASSED AND APPROVED this 21st day of March, 2019.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary
Board of Directors

ITEM G

MEMORANDUM OF UNDERSTANDING

The following terms set forth the agreement between the West Travis County Public Utility Agency (the “WTCPUA”) and the City of Bee Cave (the “City”) regarding the ability of the WTCPUA to request that the City use its eminent domain authority to condemn property for water and wastewater facilities within the jurisdiction of the City.

WHEREAS, the WTCPUA is a public utility agency governed by Chapter 572 of the Texas Local Government Code and created pursuant to a Concurrent Ordinance approved by the participating entities of Hays County, the City of Bee Cave, and Lake Pointe Municipal Utility District¹ (the “Participants”); and

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

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the City, as a home-rule municipality, has eminent domain authority; and

WHEREAS, the WTCPUA desires to request that the City use its eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

NOW THEREFORE, the WTCPUA and the City enter into this Memorandum of Understanding (the “MOU”) and understand and agree to the following:

1. The City and the WTCPUA agree that the WTCPUA may request that the City use its eminent domain authority to condemn real property rights determined by the WTCPUA to be necessary to the operation, maintenance, repair, and construction of facilities necessary to provide water and/or wastewater treatment services to current and future customers of the WTCPUA.
2. The WTCPUA shall use all reasonable efforts to acquire such necessary real property rights prior to requesting that the City exercise its eminent domain authority.

¹ Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

3. If the City agrees to use its eminent domain authority for the benefit of the WTCPUA, the WTCPUA agrees to pay any legal or engineering costs associated with pursuing condemnation of a real property interest, including legal costs relating to the defense of any challenge to the condemnation action.
4. The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this MOU.

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

[Signature pages to follow]

City of Bee Cave

By: _____
Monty Parker, Mayor

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

West Travis County Public Utility Agency

By: _____
Scott Roberts, President

Date: _____

ATTEST:

Ray Whisenant, Secretary

ITEM H

**RESOLUTION REGARDING REQUEST BY THE WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY TO THE CITY OF BEE CAVE TO
USE EMINENT DOMAIN AUTHORITY
(Manly Tract)**

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

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”) is a public utility agency created by concurrent ordinance of Hays County (the “County”), the City of Bee Cave (the “City”), and Lake Pointe Municipal Utility District¹ (the “District”) and governed by Chapter 572 of the Texas Local Government Code (the County, the City, and the District may be collectively referred to as the “Participants” and individually as a “Participant”);

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

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, the WTCPUA is seeking to enter into a Memorandum of Understanding with the Participants, whereby the WTCPUA may request that a Participant use its eminent domain authority to condemn property rights for WTCPUA facilities necessary to provide continuous water and/or wastewater treatment services to current and future customers of the WTCPUA;

WHEREAS, the WTCPUA is currently seeking to obtain easement rights for the 1080 Transmission Main project (the “Project”); and

WHEREAS, the WTCPUA has been unable to negotiate an easement with the owner of a tract of land on West Highway 71, as approximately shown on **Exhibit A** (the “Manley Tract”); and

WHEREAS, the WTCPUA requests that the City agree us its eminent domain authority to condemn easement rights on a portion of the Manley Tract for the Project;

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

¹ Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

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

Section 2. The WTCPUA Board of Directors requests that the City of Bee Cave exercise its eminent domain authority on behalf of the WTCPUA to condemn a portion of the Manley Tract necessary for an easement for the 1080 Transmission Main project.

PASSED AND APPROVED this 21st day of March, 2019.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary
Board of Directors

ITEM J

**West Travis County Public Utility Agency
Water and Wastewater Utility
Service Extension Request (SER) Form**

**Please Return To:
13215 Bee Cave Parkway, Building B, Suite #110
Austin, TX 78738**

☐ **Water** ☐ **Wastewater** ☐ **Residential Service** ☐ **Commercial Service**

Project Name:				SER #
Site Address:				Zip:
Legal Description	Lot	Block	Subdivision	Sec #
OR	Acres	of the		Survey #
Tax Parcel #				

Name of Developer (Type or Print)	Signature of Developer	Date

Name of Applicant (Type or Print) (If Different than Developer)	Signature of Applicant	Date

Name of Engineer (Type or Print)	Signature of Engineer	Date

Unless otherwise indicated, all correspondence shall be to the following:

Project Name		File Number:
Engineer:		
Firm:		
Address:		
Phone #:	Fax #:	Email

Developer Billing Information

Project Name		File Number:
Name of Owner/Developer:		
Firm:		
Address:		
Phone #:	Fax #:	Email

Have you submitted both Water and Wastewater SER's? Yes ☐ No ☐

If not, please explain why applicable service is not necessary:

Property Description (acres):

Proposed Development Intended Use:

No. of units or square footage (ft²)

A	Single Family Residence, Modular Home, Mobile Home	_____ (number of units)
B	Duplex	_____ (number of units)
C	Triplex, Fourplex	_____ (number of units)
D	Condominium (Less than or equal to 24 units per acre)	_____ (number of units)
E	Condominium (Greater than 24 Units per acre)	_____ (number of units)
F	Apartment	_____ (number of units)
G	Hotel or Motel Room	_____ (number of units)
H	Office	_____ (number of ft ²)
I	Office Warehouse	_____ (number of ft ²)
J	Retail Shopping Center	_____ (number of ft ²)
K	Restaurant, Cafeteria	_____ (number of seats)
L	Hospital	_____ (number of rooms/beds)
M	Assisted Living Center	_____ (number of rooms/beds)
N	Church (Worship only)	_____ (number of seats)
O	Movie Theatre	_____ (number of seats)
P	High School / Middle School	_____ (number of students)
Q	Elementary School	_____ (number of students)
R	Other (Specify)	_____ (number of _____)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour _____ gpm; Peak Day _____ gpm

Highest (Unsprinkled) Fire Flow Requirement: _____ gpm for _____ at 20 psi

Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for __ hours at _____ psi minimum residual pressure

Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): _____ gpm

* Water Living Unit Equivalents (LUE's): _____

* Wastewater Living Unit Equivalents (LUE's): _____

Lowest elevation on the land to be served by the SER: _____ above mean sea level

Provide Location map, Plat and/or Site Plan as applicable.

* Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room

Commercial

Office	1 LUE/3,000 ft ² of floor
Office Warehouse	1 LUE/4,000 ft ² of floor
Retail, Shopping Center	1 LUE/1,660 ft ² of floor
Restaurant, Cafeteria	1 LUE/200 ft ² of floor
Hospital	1 LUE/bed
Rest Home	1 LUE's/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

***SER Deposit (Commercial Service):**

\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

SER Application Fees:

LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000

EXISTING APPLICATION

**West Travis County Public Utility Agency
Water and Wastewater Utility
Service Availability Form**

**Please return to:
13215 Bee Cave Pkwy, Bldg. B Suite 110
Bee Cave, TX 78738**

☐ **Water** ☐ **Wastewater**

Project Name:				SER #
Site Address:				Zip:
Legal Description	Lot	Block	Subdivision	Sec #
OR	Acres	of the		Survey #
Tax Parcel #				

Name of Owner (Type or Print)	Signature of Owner	Date

Name of Applicant (Type or Print) (If Different than Owner)	Signature of Applicant	Date

Name of Engineer (Type or Print)	Signature of Engineer	Date

Unless otherwise indicated, all correspondence shall be to the following:

Project Name		File Number:
Engineer:		
Firm:		
Address:		
Phone #:	Fax #:	Email

Have you submitted both Water and Wastewater service extensions? Yes ☐ No ☐

If not please explain why it is not necessary: _____

EXISTING APPLICATION

Property Description (acres):
Water Provider:
Wastewater Provider:

Proposed Development Intended Use:

No. of units or square footage

A	Single Family Residence, Modular Home, Mobile Home	_____ (number of units)
B	Duplex	_____ (number of units)
C	Triplex, Fourplex	_____ (number of units)
D	Condominium (Less than or equal to 24 units per acre)	_____ (number of units)
E	Condominium (Greater than 24 Units per acre)	_____ (number of units)
F	Apartment	_____ (number of units)
G	Hotel or Motel Room	_____ (number of units)
H	Office	_____ (number of sq ft)
I	Office Warehouse	_____ (number of sq ft)
J	Retail Shopping Center	_____ (number of sq ft)
K	Restaurant, Cafeteria	_____ (number of seats)
L	Hospital	_____ (number of rooms/beds)
M	Assisted Living Center	_____ (number of rooms/beds)
N	Church (Worship only)	_____ (number of seats)
O	Movie Theatre	_____ (number of seats)
P	High School / Middle School	_____ (number of students)
Q	Elementary School	_____ (number of students)
R	Other (Specify)	_____ (number of _____)

Information for the Proposed Service Extension:

Water Utility Requirements: Peak Hour _____ gpm; Peak Day _____ gpm
 Highest (unsprinkled) Fire Flow Requirement: _____ gpm for _____ at 20 psi
 Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for __ hours at ____ psi minimum residual pressure
 Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): _____ gpm
 Water Living Unit Equivalents* (LUEs) _____
 Wastewater Living Unit Equivalents* (LUEs) _____
 Lowest elevation on the land to be served by the SER: _____ above mean sea level

Provide Engineer's Certification (water quality guidelines)

Provide Location map, Plat and/or Site Plan as applicable.

* - Calculated according to the conversion table on the following page.

LUE Conversions by Use

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUEs
One (1) Triplex, Fourplex, Condominium Unit (6-24 Units/acre)	.7 LUEs/Unit
One (1) Apartment Unit (24+ Units/acre)	.5 LUEs/Unit
One (1) Hotel or Motel Room	.5 LUEs/Room

Commercial

Office	1 LUE/3,000 sq. ft. of floor
Office Warehouse	1 LUE/4,000 sq. ft. of floor
Retail, Shopping Center	1 LUE/1,660 sq. ft. of floor
Restaurant, Cafeteria	1 LUE/200 sq. ft. of floor
Hospital	1 LUE/bed
Rest Home	1 LUE/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

SER Application Fee

\$50 Application Fee +

Engineering Review Fees as outlined below:

LUEs	Base Fee
1-10	\$850
11-50	\$2,000
51-250	\$4,800
251-1,000	\$9,500
>1,000	\$19,000

Additional fees to those presented above may apply if the PUA has to utilize outside engineering or legal services in the evaluation and/or processing of an SER Application.

ITEM K

WATER CONSERVATION & DROUGHT CONTINGENCY PLAN

for

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FIRM WATER CONTRACT

July, 2013

Amended October, 2014

Amended April, 2019

Prepared by:

West Travis County Public Utility Agency

and

Murfee Engineering Company, Inc.

Texas Registered Engineering Company No. F-353

1101 Capital of Texas Hwy., South, Building D

Austin, Texas 78746

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1.0 INTRODUCTION

The West Travis County Public Utility Agency (WTCPUA) has developed this Water Conservation and Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code, Title 30, sections 288.2, 288.20 and 288.22, regarding water conservation and drought contingency planning for municipal water suppliers. Appendix A provides details on how the Water Conservation and Drought Contingency Plan adheres to the Texas Administrative Code for water conservation and drought contingency plan requirements. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The WTCPUA Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The WTCPUA Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the WTCPUA Board of Directors will designate an individual to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA water conservation staff will assist with implementation of programs and projects described in this Plan.

1.2 Public Involvement

This Plan is based on the *2014 Raw Water Conservation Plan*, the *2015 Drought Contingency Plan for Firm Water Customers*, the *2013 Drought Contingency Plan Rules for Water Sale Contracts*, and the *2015 Water Conservation Plan Rules for Water Sale Contracts*. All customers in the service area of the utilities were provided an opportunity for input through the LCRA and WTCPUA adoption processes. Any future revisions to this Water Conservation and Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

1.3 Application

This Plan applies only to treated water utility systems, both wholesale and retail, owned and operated by WTCPUA.

1.4 Coordination with Regional Water Planning Groups

The service area of the WTCPUA is located within the Lower Colorado Regional Water Planning Area and WTCPUA will provide a copy of this Plan to the Lower Colorado Regional Water Planning Group (Region K).

2.0 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

Agriculture water use: water use for fruit and vegetable gardens.

Conservation: those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for future use.

Customer: any person, company, or organization using water supplied by WTCPUA.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms “livestock” and “exotic livestock” are to be used as defined in § 142.001 of the Agriculture Code, and the terms “game animals” and “furbearing animals” are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life;
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice; and
- i. Drawing from hydrants for construction purposes or any other purposes other than fire fighting or protecting public drinking water supplies.

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases raw water from LCRA to sell to the public for consumption. The term does not include an individual or entity that supplies LCRA water to its employees, visitors, or tenants.

3.0 WATER CONSERVATION PLAN

3.1 Service Area Characteristics and Goals

The WTCPUA Water System provides water to about 8,000 commercial and residential customer accounts which represents an equivalent population of approximately 34,500. In addition, the WTCPUA Water System also provides water service for twelve wholesale water customers with an estimated equivalent population approximately 24,500 for a total population served of approximately 59,000.

The WTCPUA Water System serves mostly single-family residential homes, although the number of multi-family, mixed-use, and commercial customers has grown significantly in the past five years. The service area generally consists of residential and commercial development west of the City of Austin— in and around the City of Bee Cave, along Hamilton Pool Road, and along State Highway 290 from Austin to the City of Dripping Springs.

Appendix B includes tables that provide the baseline total water use, per capita water use and water loss for the WTCPUA Water System from 2016 through 2018. The three-year average for total gallons per capita per day water use (GPCD) was 124 which includes both wholesale and retail treated water customers. Of the 124 GPCD, 12.3 GPCD was attributable to unbilled water in 2018 (*e.g.*, losses, waterline & hydrant flushing, *etc.*), or 9.9 percent of total water use.

The water demands in this region more than triple during the summer months due to water for outdoor irrigation purposes. With this in mind, the WTCPUA has focused its conservation and demand management measures on outdoor water use, and will continue to expand this effort to meet the growing need for water in this system.

3.2 Water Conservation Goals

In accordance with Title 30 Texas Administrative Code, Chapter 288 rules, water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for WTCPUA were established in 2014 using baseline data available at that time. Goals have been updated in 2019 per baseline data is shown in Appendix B. Conservation goals for the WTCPUA have been set for three metrics:

1. Total unit water use reduction (GPCD)
2. Peak day demand reduction (peak day/average day)
3. System-wide water loss reduction.

The five-year total unit water use reduction goal is five percent (5%), or a unit usage of 118 GPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 112 GPCD.

The five-year, peak day demand reduction goal is ten percent (10%) or a peak day/average day ratio of 1.84. The ten-year goal for peak day demand reduction is an additional five percent, or a peak day annual average ratio of 1.74.

The water loss reduction goal is five percent (5%), or a total water loss 9.4% compared to a total water loss of 9.9% in 2018 as a percentage of total water produced at the water treatment plant (WTP).

3.3 Water Conservation Strategies

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

3.3.1 Watering Schedule

In October 2014, the WTCPUA Board approved a plan to adopt a mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water, and lower daily peak demand at the water treatment plant.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

WTCPUA will continue this program, which begins on May 1 and runs through September 30. Based on data collected during summer 2018, WTCPUA's watering schedule, coupled with water conservation education and increased water rates, resulted in an estimated peak day demand savings of 0.8 MGD.

3.3.2 Increasing Block Water Rates

The West Travis County Regional Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Copies of the complete rates schedules for these systems are available on the WTCPUA web site.

3.3.3 LCRA Water Smart Rebates Program

The WTCPUA actively promotes, through its website and customer newsletters, LCRA's WaterSmart Rebates program, which can help offset the cost of upgrading irrigation systems, maintaining landscapes and pools, and installing rainwater harvesting equipment to help customers save water and money. LCRA provides rebates of 50 percent of the total cost, or up to \$600 per residential property, for irrigation evaluations, retrofitting or replacing irrigation system equipment, new pool filters and

covers, aeration, compost and mulch, and rainwater harvesting equipment. In 2018, thirteen WTCPUA customers participated in the Water Smart Rebates Program.

3.3.4 Landscape Irrigation Standards

In June 2008, the Texas Commission on Environmental Quality (TCEQ) adopted new water efficiency rules for the design, installation, and maintenance of landscape irrigation systems, effective January 1, 2009. Compliance with the rules is required of municipalities with populations of 20,000 or more, and allows water districts to adopt and enforce them.

WTCPUA will evaluate adopting and enforcing supplemental standards for the design, installation, and maintenance of landscape irrigation systems in its retail utility service area.

3.3.5 Conservation Landscape Best Management Practices

WTCPUA reviews all applications for irrigation meters to ensure meters are sized correctly, landscape irrigation complies with WTCPUA's two day a week watering restrictions, and best management practices (BMP) are followed.

3.3.6 Water Loss

WTCPUA has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. WTCPUA evaluates the water losses for our systems and determines the best corrective actions to minimize those losses.

4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

4.1 Water Monitoring and Records Management

WTCPUA maintains records of water distribution and sales through a central customer consumption tracking and billing system. The billing system provides a way to compile, present, and view water-use and billing information.

4.2 Water Metering

WTCPUA Water Contract Rules impose requirements on wholesale customers, which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis.

WTCPUA follows metering, leak detection and repair requirements as stated in the LCRA Water Conservation Plan Rules. Water is metered in and out of all WTCPUA water treatment plants.

The water use of all retail customers is also metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations. Zero consumption accounts are checked to see if water is actually being used or not recorded.

4.3 Wholesale Water Conservation Plans

Wholesale treated water customers must develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

WTCPUA provides technical assistance with the development and review of wholesale treated water customers' water conservation plans and programs. LCRA assists with the development of rules and regulations that encourage water conservation, such as adding water conservation components into landscape ordinances. Conservation education materials are available to wholesale customers for either no charge, or at a reduced rate.

WTCPUA requires drought contingency plans, which meet or exceed LCRA rules for drought contingency plans, for each of its wholesale treated water customers.

4.4 Education and Outreach

4.4.1 Water Conservation Public Awareness Program

WTCPUA posts its Water Conservation and Drought Contingency Plan, Water Conservation Tips and the LCRA WaterSmart Rebates program on its web site Home Page to promote and ensure customer awareness of water conservation. WTCPUA also promotes water conservation through quarterly newsletters, articles in the Lake Travis View, billing insert notifications, and alerts for changes in Drought Contingency Plan Stages. Finally, WTCPUA conducts two annual Customer Academies where customers attend a presentation of WTCPUA finances, rates, operations, regulatory compliance and conservation measures, and receive tours of the WTCPUA water plant and wastewater plants.

4.4.3 WaterSmart Landscaping for Central Texas

WTCPUA promotes and posts on its Web Site Home Page the LCRA WaterSmart landscape guidelines to help homeowners and homebuilders create well-designed, water-efficient landscapes.

4.4.4 Highland Lakes Firm Water Customer Cooperative (HLFWCC).

WTCPUA is a member of HLFWCC which is comprised of municipal utilities that have firm water wholesale contracts with LCRA. HLFWCC meets quarterly to discuss water utility management, conservation best management practices, and LCRA water plans. Feedback is provided through periodic meetings with LCRA.

4.4.5 Support and Participation in Other Organizations

WTCPUA supports and participates in organizations that promote water conservation, including the Central Texas Water Efficiency Network and Hill Country Alliance.

5.0 DROUGHT CONTINGENCY PLAN

5.1 Permanent Water Use Restrictions

The following restrictions apply to all West Travis County Public Utility Agency (WTCPUA) water utility systems on a year-round basis, regardless of water supply or water treatment plant production conditions.

According to the restrictions, a water user must not:

- (1) Fail to repair a controllable leak, including:
 - a. a broken sprinkler head,
 - b. a leaking valve,
 - c. leaking or broken pipes, or
 - d. a leaking faucet.
- (2) Operate an irrigation system with:
 - a. a broken head,
 - b. a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
 - c. a head that is fogging or misting because of excessive water pressure.
- (3) During irrigation, allow water:
 - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
 - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays.

Even number addresses: Thursdays and Sundays

Commercial (including large landscapes such as HOA common areas)
Mondays and Fridays

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

5.2 Triggering Criteria for Initiation and Termination of Drought Response Stages

The WTCPUA General Manager shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for each individual system, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each

system. Notification of the initiation or termination of drought response stages shall be by a variety of methods, possibly including local media, direct mail to each customer, the WTCPUA web site and signs posted at other public places.

The following triggering criteria shall apply to WTCPUA water utility systems:

(1) Stage 1 - Mild Water Shortage Conditions (Voluntary Measures-October 1-April 30)

Requirements for Initiation— Customers shall be requested to conserve water voluntarily and adhere to the Stage 1 Drought Response Measures unless Stage 2 or greater measures are initiated.

(2) Stage 2—Moderate Water Shortage Conditions (Mandatory Measures-May 1-September 30)

Requirements for initiation — Customers shall be required to comply with the Stage 2 Drought Response Measures of this Plan when the following triggering criteria are met:

- a. For surface water supply systems, when total daily water demand equals or exceeds 80 percent of
 - i. the total design capacity of a WTCPUA water treatment plant for three consecutive days; or
- b. When the combined storage level of Lakes Travis and Buchanan reaches 900,000 acre-feet and interruptible stored water supplies to the Lakeside, Gulf Coast, and Pierce Ranch irrigation operations are being curtailed in accordance with the LCRA DCP; or

Requirements for termination — Stage 2 of the Plan may be rescinded when:

- a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- b. For surface water system, LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP; or

Upon termination of Stage 2 Stage 1 becomes operative.

(3) Stage 3 - Severe Water Shortage Conditions (Additional Mandatory Measures)

Requirements for initiation – Customers shall be required to comply with Stage

3 Drought Response Measures of this Plan when severe water shortage conditions exist. WTCPUA will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. For surface water supply systems, when total daily water demand equals or exceeds 85 percent of:
 - i. the total design capacity of a WTCPUA water treatment plant for three consecutive days; or
- b. The LCRA Board determines a drought worse than the drought of record.

Requirements for termination — Stage 3 of the Plan may be rescinded when:

- a. The WTCPUA water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- b. For surface water systems, LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP.

Upon termination of Stage 3, Stage 2 becomes operative.

(4) Stage 4 - Emergency Water Conditions

Initiation and termination of water emergencies will operate under measures listed in the LCRA Drinking Water Emergency Response Plan. A copy of this Plan is available upon request. The WTCPUA General Manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service;
- b. Contamination of the water supply source;
- c. Any other emergency water supply or demand conditions that the WTCPUA General Manager or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan; or

Upon declaration of Stage 4—Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by WTCPUA.

5.3 Drought Response Measures

The WTCPUA General Manager shall monitor reports of water supply and demand conditions and, in accordance with the triggering criteria set forth in Section 5.2 of the WTCPUA Drought Contingency Plan, shall determine that a mild, moderate, severe, or emergency condition exists and shall implement the following measures. Drought response measures are grouped into a category for retail customers and a category for wholesale treated water customers.

5.3.1 Targets for Water-Use Reductions

The target for all WTCPUA water utility systems required to implement their drought contingency plans based on water supply shortage will vary according to the severity and projected duration of the shortage. If the water system receives WTCPUA surface water, the system targets will follow the drought contingency plan targets adopted for the LCRA Water Management Plan.

5.3.2 Retail Customers

(1) Stage 1 - Mild Water Shortage - Voluntary Measures

Supply Management Measures:

WTCPUA will review system operations and identify ways to improve system efficiency and accountability.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 5% reduction in water use.

- a. Provide consumer information and materials on water conservation measures and practices to retail customers
- b. Request that customers voluntarily comply with the water-use restrictions outlined in Stage 1 of this plan

(2) Stage 2- Moderate Water Shortage - Mandatory Measures

Stage 2:

Supply Management Measures:

In addition to measures implemented in Stage 1 of the plan, the WTCPUA will:

- a. Apply water-use restrictions prescribed for Stage 2 of the Plan to WTCPUA facilities for which Stage 2 has been declared.
- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

Under threat of penalty as described in Section 5.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a twice weekly watering schedule determined by WTCPUA and based on the nature of the current drought or water emergency.
- b. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. Hand-held hose
 - ii. Faucet-filled bucket or water can of five gallons or less
- c. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to WTCPUA and has been approved prior to the installation of the landscape, or re-vegetation seed application; and
 - ii. Irrigation of the new landscape, or application follows the schedule identified in the new landscape variance:
 - 1. once a day for the first 10 days after installation;
 - 2. once every other day before 10 a.m. and after 7 p.m. for days 11 through 20 after installation;

3. once every third day before 10 a.m. and after 7 p.m. for day 21 through 30 after installation.
- iii. Alternatives to re-vegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec. 3.2.8).
- iv. Variances for new landscapes and re-vegetation will be issued for the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (over seeding).

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited, unless application for variance is approved on a case by case basis. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

Outside Water Features:

Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. WTCPUA may require proof of such design and consistent maintenance.

Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. WTCPUA may require proof of specific design documentation regarding a pond and the intended purpose.

Golf Courses:

Golf courses receiving water from the WTCPUA or WTCPUA wholesale customer must develop a drought contingency plan in accordance to the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 2 mandatory components.

Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, will work with LCRA to develop appropriate measures to reduce the use of raw water consistent with a 10 – 20 % reduction in raw water use during Stage 2 conditions.

Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or are used for a beneficial purpose such as watering landscaping to prevent water waste.

Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities

necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

Water Waste:

The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed.
- c. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity;
- d. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

(3) Stage 3 - Severe Water Shortage – Additional Mandatory Measures

Supply Management Measures:

In addition to measures implemented in the preceding stages of the plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

Under threat of penalty as described in Section 5.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited at all times during Stage 3.
- b. No new landscapes may be installed. No variances will be approved.

Golf Courses:

Golf courses receiving water from a WTCPUA utility must develop a drought contingency plan in accordance with the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 3 mandatory components. Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, with work with WTCPUA to develop appropriate measures to reduce the use of raw water consistent with a 20% reduction in raw water use during Stage 3 conditions.

Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

Installation of swimming pools is prohibited. The filling or replenishing of water to swimming pools, hot tubs, wading pools, and other types of pools is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact. Operation of splash pad type fountains is prohibited.

Events:

Events involving the use of water such as: car washes, festivals; parties; water slides; and other activities involving the use of water are prohibited.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(4) Stage 4 - Emergency Measures

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of landscaped areas is prohibited.
- b. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited unless the golf course uses an alternative water supply source, such as reclaimed water, rainwater, or gray water
- c. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- d. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Additional measures may be added as needed.

5.3.3 Wholesale Customers

All WTCPUA wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan.

Stage 1 —Mild Water Shortage — Voluntary Measures

WTCPUA will contact wholesale treated water customers to discuss supply and demand conditions. WTCPUA will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

Stage 2 —Moderate Water Shortage — Mandatory Measures

WTCPUA will keep wholesale treated water customers informed about demand and current and projected water supply conditions. WTCPUA will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

Stage 3 —Severe Water Shortage – Additional Mandatory Measures

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of non-essential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, WTCPUA will initiate the curtailment of water provided to wholesale treated water customers on a *pro rata* basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the WTCPUA General Manager and may be adjusted as conditions warrant.

Stage 4 —Emergency Measures

Additional measures may be added as necessary to ensure only essential use of water.

5.4 Conservation and Drought Contingency Plan Implementation

5.4.1 Public Notification

WTCPUA will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available on the WTCPUA web site.

5.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all WTCPUA retail water customers:

- a. No person shall knowingly or intentionally allow the use of water from a WTCPUA water utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- b. Except as otherwise provided in this Section 5.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
 - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;
 - iv. Following the fourth documented violation, the WTCPUA Board of Directors or its designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500, and any other costs incurred by a WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the WTCPUA Board of Directors or its designee, that the same action shall not be repeated while the Plan is in effect. The WTCPUA Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- c. Compliance with this Plan also may be sought through injunctive relief in district court. Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person,

including one classified as a water customer of the WTCPUA, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he or she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that there is no reasonable expectation that parent could have known about the violation. Table 5-1 shows the progressive steps of the drought response enforcement process for retail customers.

Table 5-1: Drought Response Retail Enforcement Process

First documented violation	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second documented violation	Issue surcharge No. 1 \$200
Third documented violation	Issue surcharge No. 2 \$700
Fourth documented violation	Cut-off service \$500 reconnection fee and \$500 deposit required

5.4.3 Enforcement for Wholesale Customers

Wholesale treated water customers shall provide WTCPUA with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer's own conservation and drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the conservation and drought contingency measures in the Plan may be subject to civil penalties or any other remedies available to WTCPUA by law or under the terms of the raw water or wholesale water contracts and subject to the penalties in Table 5-2 below:

Table 5-2: Wholesale Customer Drought Response Violation Penalties

First documented violation	Written notice of violation
Second documented violation	Penalty fee up to \$2,000
Third documented violation	Penalty fee up to \$10,000

5.4.4 Variances

- a. The WTCPUA Board of Directors or it's designee may grant variances:
 - i. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and,

- ii. Allowing the use of alternative water sources that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to Water Customer Services and need not meet the requirements of subsection (b) below.
- b. WTCPUA Board of Directors or its designee may grant in writing temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
 - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- c. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with WTCPUA Customer Service any time the Plan or a particular drought response stage is in effect. The WTCPUA General Manager, or designee, will review petitions for variances. The petitions shall include the following:
 - i. Name and address of the petitioner
 - ii. Purpose of water use
 - iii. Specific provision of the Plan from which the petitioner is requesting relief.
 - iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this Plan
 - v. Description of the relief requested
 - vi. Period of time for which the variance is sought
 - vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date
 - viii. Other pertinent information
- d. Variances shall be subject to the following conditions, unless waived or modified by the WTCPUA Board of Directors or its designee:
 - i. Variances granted shall include a timetable for compliance.
 - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet

specified requirements.

No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

5.4.5 Plan Updates

The Plan will be reviewed consistent with LCRA and TCEQ rules and updated based on developments in the WTCPUA water service area.

5.4.6 Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

5.4.7 Notification to LCRA and TCEQ

The WTCPUA shall notify the LCRA General Manager and the TCEQ Executive Director in writing within five (5) business days of the implementation of any mandatory provisions of this Drought Contingency Plan.

Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 2.1, 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five and Ten Year Goals – Section 2.2, 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 2.3.2, 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan –Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(2)(A) – Program for Leak Detection, Repair and Water Loss Accounting – Section 3.3.1
- 288.2 (a)(2)(B) – Record Management System with Customer Classification – Section 4.1
- 288.2 (a)(2)(C) – Wholesale Customer Conservation Plan Requirement – Section 4.3
- 288.2 (a)(3) – Additional Conservation Strategies – Section 2.3, 4.4

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(B) – Continuing Public Education – Section 4.4
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought Response Stages – Section 5.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 5.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 5.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 5.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public Notification – Section 5.2,5.3,5.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 5.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 5.4.2, 5.4.3

Water Conservation Plan: Baseline Water Use

		Appendix B										
Name of LCRA Firm Raw Water Customer:		West Travis County Public Utility Agency										
<i>(note: fill in all shaded areas)</i>												
Total Water Pumped/Diverted (MG)												
Month	2016	2017	2018	3 Year Average								
Jan	141.65	152.24	150.15	148.01								
Feb	158.88	139.95	126.65	141.83								
Mar	167.16	181.44	179.61	176.07								
Apr	167.09	205.55	230.23	200.95								
May	170.48	252.68	265.80	229.65								
Jun	228.66	269.44	335.69	277.93								
Jul	356.55	352.56	356.21	355.11								
Aug	281.24	327.33	393.36	333.98								
Sep	251.38	283.01	200.58	244.99								
Oct	265.03	248.88	155.28	223.06								
Nov	191.22	207.95	144.55	181.24								
Dec	168.31	155.40	145.38	156.36								
Total	2547.64	2776.40	2683.47	2669.17								
Average daily use (MGD)	6.98	7.61	7.35	7.31								
Total Water Sold (MG)												
Month	2016	2017	2018	3 Year Average								
Jan	110.82	126.74	143.37	126.98								
Feb	116.70	120.18	112.19	116.36								
Mar	135.68	138.77	157.09	143.85								
Apr	130.13	180.48	194.71	168.44								
May	130.61	208.21	240.89	193.24								
Jun	193.58	238.27	291.62	241.16								
Jul	275.25	305.29	338.83	306.46								
Aug	260.29	278.31	332.47	290.36								
Sep	218.89	238.31	230.89	229.36								
Oct	206.80	209.59	130.84	182.41								
Nov	165.09	182.12	128.53	158.58								
Dec	113.66	137.59	117.64	122.96								
Total	2057.50	2363.86	2419.07	2280.14								
Gross yearly water loss	19.2%	14.9%	9.9%	14.6%								

Water Conservation Plan: Baseline Water Use

Peak Day (MGD) and Peak Day/Average Day Ratio									
Year	Peak Day	Date Occurred	Peak/Ave Day	5-Year Peak/Ave Day Reduction Goal	5-Year % Peak/Ave Day Reduction Goal	10-Year Peak/Ave Day Reduction Goal	10-Year % Peak/Ave Day Reduction Goal	Year	GPCD* Water Loss
2016	14.52	8/10/2016	2.0803					2016	22.8
2017	14.43	8/17/2017	1.8970					2017	19.2
2018	15.79	8/29/2018	2.1477					2018	12.3
		Average:	2.0417	1.84	10%	1.74	15%	Average:	18.1
2018 Population				58807					
2016-2018 Average GPCD*				124					
Water Use Reduction Goal									
			5-year goal	118	95%				
			10-year goal	112	90%				

* GPCD = Gallons per person per day.

WATER CONSERVATION & DROUGHT CONTINGENCY PLAN

for

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FIRM WATER CONTRACT

July, 2013
Amended October, 2014
Amended April, 2019

Prepared by:

West Travis County Public Utility Agency
and

Murfee Engineering Company, Inc.
Texas Registered Engineering Company No. F-353
1101 Capital of Texas Hwy., South, Building D
Austin, Texas 78746

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1.0 INTRODUCTION

The West Travis County Public Utility Agency (WTCPUA) has developed this Water Conservation and Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code, Title 30, sections 288.2, 288.20 and 288.22, regarding water conservation and drought contingency planning for municipal water suppliers. Appendix A provides details on how the Water Conservation and Drought Contingency Plan adheres to the Texas Administrative Code for water conservation and drought contingency plan requirements. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The WTCPUA Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The WTCPUA Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the WTCPUA Board of Directors will designate an individual to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA ~~water utilities and~~ water conservation staff will assist with implementation of programs and projects described in this Plan.

1.2 Public Involvement

This Plan ~~was adopted from~~ is based on the Revised 2009 Water Utilities Conservation and Drought Contingency Plan, the 2014 Raw Water Conservation Plan, the 2015 Drought Contingency Plan for Firm Water Customers, the 2013 Drought Contingency Plan Rules for Water Sale Contracts, and the 2015 Water Conservation Plan Rules for Water Sale Contracts of the LCRA with minor modification. As such, All customers in the service area of the utilities were provided an opportunity for input through the LCRA and

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WTCPUA adoption processes. Any future revisions to this Water Conservation and Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

1.3 Application

This Plan applies only to treated water utility systems, both wholesale and retail, owned and operated by WTCPUA.

1.4 Coordination with Regional Water Planning Groups

The service area of the WTCPUA is located within the Lower Colorado Regional Water Planning Area and WTCPUA will provide a copy of this Plan to the Lower Colorado Regional Water Planning Group (Region K).

2.0 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

Agriculture water use: water use for fruit and vegetable gardens.

Conservation: those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for future use.

Customer: any person, company, or organization using water supplied by WTCPUA.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms “livestock” and “exotic livestock” are to be used as defined in § 142.001 of the Agriculture Code, and the terms “game animals” and “furbearing animals” are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life;
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice; and
- i. Drawing from hydrants for construction purposes or any other purposes other than fire fighting or protecting public drinking water supplies.

Use of water for agriculture or livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases raw water from LCRA to sell to the public for consumption. The term does not include an individual or entity that supplies LCRA water to its employees, visitors, or tenants.

3.0 WATER CONSERVATION PLAN

3.1 Service Area Characteristics and Goals

The WTC~~PUA-Regional~~ Water System provides water to about 85,000 commercial and residential customer accounts which represents an equivalent population of approximately ~~241,343,595~~00. In addition, the WTC~~PUA-Regional~~ Water System also provides water service for twelve wholesale water customers with an estimated equivalent population ~~of over approximately 3210,000~~24,500 for a total population served of ~~about approximately 5623,500~~59,000.

The WTC~~PUAest Travis County-Regional~~ Water System serves mostly single-family residential homes, although the number of multi-family, mixed-use, and commercial customers has grown significantly in the past five years. The service area generally consists of residential and commercial development west of the City of Austin ~~—~~ in and around the City of Bee Cave, along Hamilton Pool ~~R~~road, and along State Highway 290 from Austin to the City of Dripping Springs.

Appendix B includes tables that provide the baseline total water use, per capita water use and water loss ~~for the WTCPUA Water System for systems in the West Travis County Region~~ from 20106 through 20108. The three-year average for total gallons per capita per day water use (GPCD) was ~~124226~~83 which included~~s~~ both wholesale and retail treated water customers. Of the ~~124226~~83 GPCD, ~~12.338~~XX GPCD was attributable to unbilled water in 2018 (e.g., losses, waterline & hydrant flushing, etc.), or ~~9.917~~XX percent of total water use.

The water demands in this region ~~nearly more than double~~triple during the summer months due to water for outdoor irrigation purposes. With this in mind, ~~LTRA~~the WTCPUA has focused its conservation and demand management measures on outdoor water use, and will continue to expand this effort to meet the growing need for water in this system.

3.2 Water Conservation Goals

In accordance with Title 30 Texas Administrative Code, Chapter 288 rules, water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for WTCPUA were established in 201408 using baseline data available at that time. Goals have been updated in 2019 ~~That per b~~baseline data is shown in Appendix B. Conservation goals for the WTCPUA~~est Travis County Region~~ have been grouped-set for into three sectionsmetrics:

1. ~~retail~~Total unit water use reduction (GPCDS);
2. ~~system-wide, p~~peak day demand reduction (peak day/average day:annual annual average);
3. ~~and-s~~system-wide water loss reduction.

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The five-year ~~average retail treated total unit~~ water use reduction goal is ~~490,000 gallons per average day savings (549 acre-feet per year)~~ five percent (5%), or a unit usage of 11879 GPCD. The 10-year goal for total unit water use reduction is an additional five percent (5%), or a total unit usage of 11275 GPCD.

The five-year, peak day demand reduction goal is ten percent (10%) or a peak day/~~average day:annual average~~ ratio of 1.842-75. The ten-year goal for peak day demand reduction is an additional five percent, or a peak day ~~:annual average~~ ratio of 1.742-60.

The water loss reduction goal is ~~five~~ XX percent (5%), or a total water loss ~~of less than 9.4%XX compared to a total water loss of 9.9% in 2018 as a percentage of total water produced at the water treatment plant (WTP).~~ -and a 10-year goal of 750,000 gallons per average day savings (840 acre-feet per year). These goals include an estimated savings of 100,000 gallons per year from the mandatory watering schedule, implemented in the summer of 2008. This projected savings represents about a 5 percent decrease in water use in 2014.

The WTCPUA five-year retail GPCD goal for the West Travis County Region is 215 GPCD, which assumes the same ratio of population to residential meter connection. The 215 GPCD goal reflects a 5-percent reduction in the retail treated GPCD, from 189 to 179, and an unbilled water reduction from 38 to 36 GPCD. The WTCPUA 10-year GPCD goal will be to maintain GPCD at or below 215 GPCD.

The 10-year goal will be reassessed during the next water conservation planning cycle. At that time, WTCPUA will benefit from access to updated Census information in calculating a GPCD for this region.

The five-year system-wide peak reduction goal is 1.3 million gallons a day (MGD), and the 10-year reduction goal is 2 MGD. This decrease in peak demand includes a 0.5 MGD estimated savings from the implementation of the mandatory watering schedule.

Finally, the water loss goals are to decrease from 1217 percent to 1015 percent in five years and 10 percent in 10 years.

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3.3 Water Conservation Strategies

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

3.3.1 Watering Schedule

In ~~October 2014~~ May 2008, the WTCPUA Board ~~LCRA~~ approved a plan to adopt a mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water, and

lower daily peak demand ~~of at~~ the water treatment plant.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

WTCPUA will continue this program, which begins on May 1 and runs through September 30. Based on data collected during summer 2018, ~~WTCPUA~~ ~~LCRA's~~ watering schedule, coupled with water conservation education and increased water rates, resulted in an estimated peak day demand savings of ~~approximately 0.85~~ MGD.

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3.3.2 Increasing Block Water Rates

The West Travis County Regional Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Copies of the complete rates schedules for these systems are available on the WTCPUA web site ~~by request~~.

3.3.3 ~~LCRA Water Smart Rebates Program~~ ~~landscape Irrigation System Audits~~

~~The WTCPUA actively promotes, through its website and customer newsletters, LCRA's WaterSmart Rebates program, which can help offset the cost of upgrading irrigation systems, maintaining landscapes and pools, and installing rainwater harvesting equipment to help customers save water and money. LCRA provides rebates of 50 percent of the total cost, or up to \$600 per residential property, for irrigation evaluations, retrofitting or replacing irrigation system equipment, new pool filters and covers, aeration, compost and mulch, and rainwater harvesting equipment. In 2018, thirteen WTCPUA customers participated in the Water Smart Rebates Program. Landscape irrigation system audits have grown in popularity throughout the West Travis County region since the program began in 2005. Each audit has resulted in an estimated average water savings of between 15 and 25 percent to the homeowner. This program has grown from just audits to basic irrigation controller resets as well, aimed at assisting customers by programming their controllers to comply with the twice-weekly watering schedule.~~

~~As the number of homes in the West Travis County Regional Water System with automatic irrigation systems continues to grow, the demand for the irrigation system audit program likely will grow as well. Irrigation audits typically are offered to residential customers with high water-use bills.~~

3.3.4 Landscape Irrigation Standards

In June 2008, the Texas Commission on Environmental Quality (TCEQ) adopted new water efficiency rules for the design, installation, and maintenance of landscape

irrigation systems, effective January 1, 2009. Compliance with the rules is required of municipalities with populations of 20,000 or more, and allows water districts to adopt and enforce them.

WTCPUA will evaluate adopting and enforcing supplemental standards for the design, installation, and maintenance of landscape irrigation systems in its retail utility service area.

3.3.5 Conservation Landscape Best Management Practices

WTCPUA reviews all applications for irrigation meters to ensure meters are sized correctly, landscape irrigation complies with WTCPUA's two day a week watering restrictions, and LCRA developed conservation landscape guidelines, or best management practices (BMP) are followed. ; which are included in new utility wholesale service agreements within the West Travis County Regional Water system. Several residential developments have incorporated the BMPs into their deed restrictions.

The guidelines that apply to commercial and residential development include specifications for installing and operating irrigation systems, minimum soil depth requirements, and limitations on the size of landscaped areas to be irrigated.

3.3.6 Education and Public Outreach

The Water IQ public awareness campaign has been an integral part of the overall effort to educate West Travis County Regional water customers about the mandatory watering schedule and provide tips on outdoor water conservation. Public outreach includes a portable Water IQ information booth, which was set up and staffed at the Hill Country Galleria on the past Fourth of July, and Water IQ billboards, which have been located strategically throughout the West Travis County service area since 2006.

WTCPUA staff also promotes the water saving landscape programs, the Texas Hill Country Landscape Option (HCLO) and Grow Green, to builders, new homeowners, and businesses in the West Travis County service area. LCRA provides presentations and articles about the HCLO to community groups and neighborhood newsletters. Section 3.4 provides additional information about these programs.

3.3.6.7 Water Loss

WTCPUAThe West Travis County Regional Water System has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. WTCPUA evaluates the water losses for our systems, and determines the best corrective actions to minimize those losses.

~~3.3.8 Additional Strategies~~

~~Additional strategies that apply to all LCRA Water Utilities are found in Section 4.0 of this plan.~~

4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

4.1 Water Monitoring and Records Management

The WTCPUA ~~water system operator~~ maintains records of water distribution and sales through a ~~central~~~~common customer consumption tracking~~~~monitoring~~ and billing system. The billing system provides a ~~central location for water billing information and~~ way to compile, present, and view water-use and billing information.

4.2 Water Metering

The WTCPUA Water Contract Rules impose requirements on wholesale customers, which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis.

WTCPUA ~~water utilities~~ follows ~~the~~ metering ~~and~~ leak detection and repair requirements as stated in the LCRA Water Conservation Plan Rules. Water is metered in and out of all WTCPUA water treatment plants.

The water use of all ~~retail~~~~utility~~ customers is also metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations. Zero consumption accounts are checked to see if water is actually being used or not recorded.

4.3 Wholesale Water Conservation Plans

Wholesale treated water customers must develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

WTCPUA provides technical assistance with the development and review of wholesale treated water customers' water conservation plans and programs. LCRA assists with the development of rules and regulations that encourage water conservation, such as adding water conservation components into landscape ordinances. Conservation education materials are available to wholesale customers for either no charge, or at a reduced rate.

WTCPUA requires drought contingency plans, which meet or exceed LCRA rules for drought contingency plans, for each of its wholesale treated water customers.

4.4 Education and Outreach

4.4.1 Water ~~IQ~~ Conservation Public Awareness Program

WTCPUA posts its Water Conservation and Drought Contingency Plan, Water Conservation Tips and the LCRA WaterSmart Rebates program on its web site Home Page to promote and ensure customer awareness of water conservation. WTCPUA also promotes water conservation through quarterly newsletters, articles in the Lake Travis View, billing insert notifications, and alerts for changes in Drought Contingency Plan Stages. Finally, WTCPUA conducts two annual Customer Academies where customers attend a presentation of WTCPUA finances, rates, operations, regulatory compliance and conservation measures, and receive tours of ~~the~~ WTCPUA water plant and wastewater plants. The Water IQ Program uses a diverse set of tools to reach the audiences with water-saving tips and information including television, radio and print ads, billboards, electronic advertising, and community outreach with target audiences.

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~~*In 2008, the City of Austin, LCRA, and the City of Cedar Park collaborated on the Water IQ: Know Your Water campaign. The agency partners pooled their resources to fund a joint outdoor water efficiency campaign, including promotion of the twice-weekly watering schedule that is required in the West Travis County water system service area. Plans are to continue this collaborative effort in the future.*~~

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4.4.32 WaterSmart Landscaping for Central Texas ~~Texas Hill Country Landscape Option~~
WTCPUA promotes and posts on its Web Site Home Page the LCRA WaterSmart landscape guidelines to help homeowners and homebuilders create well-designed, water-efficient landscapes.

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The Texas Hill Country Landscape Option (HCLO) is a best management practice that promotes conservation landscaping in the Hill Country portion of LCRA's water service area. The Texas Hill Country Landscape Option incorporates adequate amounts of healthy soil, the use of native and well-adapted plants, efficient irrigation system design, and information about sustainable management practices. Such landscaping can significantly reduce not only the amount of water used, but the potential use of landscape chemicals that pose a threat to water quality.

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Materials have been developed that are intended to present conservation landscaping as an easy, practical alternative to conventional landscaping, and to provide guidance in sustainable landscape management. HCLO brochures are central to a larger marketing campaign regarding water-wise landscaping targeting new homebuyers in the Hill Country. This information also complements an effort to encourage conservation landscaping through deed restrictions, particularly in the environmentally sensitive areas of the Barton Springs Edwards Aquifer.

HCLC materials are available through real estate agents, developers, and builders. The information also is available on the LCRA Web site. Developers and builders in western Travis and northern Hays counties have marketed themselves as environmentally conscious communities through the promotion of the HCLC.

4.4.3 Grow Green

Grow Green is a City of Austin and Texas Agrilife Extension Service (TAES) program that LCRA promotes outside the city limits of Austin. The program provides technical information to show people the benefits of using native and adapted plants in their landscapes and to design and maintain landscapes that reduce water use and runoff carrying chemicals into nearby waterways.

Nurseries and garden centers in the Highland Lakes region, western and eastern Travis County, and northern Hays County are provided with Grow Green native and adapted landscape plant booklets and fact sheets at minimal or no cost. The booklet features information on trees, shrubs, grass, perennials, and vines native or adapted to Central Texas, and includes information about their optimum growing conditions, their water use requirements, and resistance to foraging deer and upkeep information. Fact sheets include topics such as landscape design, lawn care, lawn problems, hiring landscape professionals, toxicity comparisons of landscape products, and controlling fleas and fire ants.

4.4.44 ~~Highland Lakes Firm Water Customer Cooperative (HLFWCC).~~ WTCPUA Municipal Raw Water Conservation Program

WTCPUA is a member of HLFWCC which is comprised of municipal utilities that have firm water wholesale contracts with LCRA. HLFWCC meets quarterly to discuss water utility management, conservation best management practices, and LCRA water plans. Feedback is provided through periodic meetings with LCRA. LCRA water utility systems will participate in the additional raw water conservation programs to be added during the next five years. The programs include new incentives for the end users of water, additional regulations, and expanded education and outreach initiatives.

4.4.55 ~~Support and Participation in Other Organizations~~Other activities

WTCPUA supports and participates and assists in organizations that promote water conservation, including the and teach conservation landscaping. These organizations include local garden clubs and the Texas Agrilife Master Gardeners program Central Texas Water Efficiency Network and Hill Country Alliance. LCRA staff provides presentations and other information on water conservation topics such as conservation landscaping and rainwater harvesting to various organizations and to participants at community events in the water utility service area.

5.0 DROUGHT CONTINGENCY PLAN

5.1 Permanent Water Use Restrictions

The following restrictions apply to all West Travis County Public Utility Agency (WTCPUA) water utility systems on a year-round basis, regardless of water supply or water treatment plant production conditions.

According to the restrictions, a water user must not:

- (1) Fail to repair a controllable leak, including:
 - a. a broken sprinkler head,
 - b. a leaking valve,
 - c. leaking or broken pipes, or
 - d. a leaking faucet.
- (2) Operate an irrigation system with:
 - a. a broken head,
 - b. a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
 - c. a head that is fogging or misting because of excessive water pressure.
- (3) During irrigation, allow water:
 - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
 - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

~~Effective May 1 through September 30 each year~~

Commercial (including large landscapes such as HOA common areas)

~~Mondays, Tuesdays~~ and Fridays

~~Effective all year~~

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

~~Effective all year~~

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5.2 Triggering Criteria for Initiation and Termination of Drought Response Stages

The ~~WTCPUA General Manager~~~~Executive Manager of Water Services~~ shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for each individual system, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each system. Notification of the initiation or termination of drought response stages shall be by a variety of ~~methods~~~~ways~~, possibly including local media, direct mail to each customer, the WTCPUA web site and signs posted at ~~WTCPUA utility offices and~~ other public places.

The following triggering criteria shall apply to WTCPUA water utility systems:

~~(1)~~ Stage 1 - Mild Water Shortage Conditions (Voluntary Measures ~~October 1-April 30~~)

Requirements ~~for initiation~~ ~~for initiation~~— Customers shall be requested to conserve water voluntarily and adhere to the Stage 1 Drought Response Measures ~~unless Stage 2 or greater measures are initiated. when one or a combination of such triggering criteria occurs:~~

~~(1)~~

~~a. For surface water supply systems, when total daily water demand equals or exceeds 80 percent of:~~

- ~~i. the total design capacity of a WTCPUA water treatment plant for three consecutive days, or 85 percent on a single day; or~~
- ~~ii. the contracted peak day capacity for systems supplied by another non-WTCPUA provider; or~~

~~b. For groundwater supply systems, when maximum daily usage equals or exceeds 70 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days; or~~

~~c. For surface water supply systems, when combined storage level of Lakes Travis and Buchanan reaches 1.4 million acre feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP); or~~

Requirements for termination— Stage 1 of the Plan may be rescinded when:

~~a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or~~

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~~b. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or~~

~~c. For surface water systems, LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP; or~~

(2) Stage 2(a) / 2(b) — Moderate Water Shortage Conditions (Mandatory Measures — May 1-September 30)

~~Stage 2(a):~~

Requirements for initiation — Customers shall be required to comply with the Stage 2(a) Drought Response Measures of this Plan when the following triggering criteria are met:

- a. For surface water supply systems, when total daily water demand equals or exceeds ~~8093~~ percent of:

~~i. the total design capacity of a WTCPUA water treatment plant for three consecutive days or 95 percent on a single day; or~~

~~ii. the contracted peak day capacity for systems supplied by another non-WTCPUA provider; or~~

~~b. For groundwater supply systems, when maximum daily usage equals or exceeds 85 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days;~~

~~c. b.~~ When the combined storage level of Lakes Travis and Buchanan reaches 900,000 acre-feet [and interruptible stored water supplies to the Lakeside, Gulf Coast, and Pierce Ranch irrigation operations are being curtailed](#) in accordance with the LCRA DCP; or

Requirements for termination — Stage 2(a) of the Plan may be rescinded when:

- a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or

~~b. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or~~

~~c. b.~~ For surface water system, LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought

contingency measures of the LCRA DCP; or

Upon termination of Stage 2(a), Stage 1 becomes operative.

~~Stage 2(b):~~

~~Requirements for initiation~~ — Customers shall be required to comply with the Stage 2(b) Drought Response Measures of this Plan when:

- ~~a. the triggering criteria for Stage 2(a) are met, and~~
- ~~b. when (i) the combined storage level of Lakes Travis and Buchanan is below 1.1 million acre-feet and (ii) TCEQ has issued an order that results in the cutoff of interruptible stored water supply to the Gulf Coast, Lakeside, and Pierce Ranch for irrigation operations.~~

~~Requirements for termination~~ — Stage 2(b) of the Plan may be rescinded when either (i) the combined storage of lakes Travis and Buchanan **increases to 1.1 million acre-feet or above**, or (ii) interruptible stored water is supplied by LCRA to any customers in the Gulf Coast, Lakeside, or Pierce Ranch for irrigation operations.

~~Upon termination of Stage 2(b), Stage 2(a) becomes operative.~~

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(3) Stage 3 - Severe Water Shortage Conditions (Additional Mandatory Measures)

Requirements for initiation – Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. WTCPUA will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. For surface water supply systems, when total daily water demand equals or exceeds ~~89~~95 percent of:
 - ~~i. the total design capacity of an WTCPUA/LCRA water treatment plant for three consecutive days; or 97 percent on a single day; or~~
 - ~~i. b. the contracted peak day capacity for systems supplied by another non-LCRA provider; or~~
 - b. For groundwater supply systems, when maximum daily usage equals or exceeds 95 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days; or

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~~c. When the combined storage level of Lakes Travis or Buchanan reaches 600,000 acre feet, in accordance with the LCRA DCP; or~~

~~d. The LCRA Board determines a drought worse than the drought of record; or~~

Requirements for termination — Stage 3 of the Plan may be rescinded when:

~~a. For surface water supply systems, the WTCPUA water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or~~

~~b.a. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or~~

~~b. For surface water systems, LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP; or~~

Upon termination of Stage 3, Stage 2 ~~(a) or Stage 2(b)~~ becomes operative, ~~as applicable at that time.~~

(4) Stage 4 - Emergency Water Conditions

Initiation and termination of water emergencies will operate under measures listed in the LCRA Drinking Water Emergency Response Plan. A copy of this Plan is available upon request. The WTCPUA ~~General Manager~~ Water Services executive manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service; ~~or~~
- b. Contamination of the water supply source; ~~or~~
- c. Any other emergency water supply or demand conditions that the WTCPUA ~~General Manager~~ Water Services executive manager, or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan; ~~or~~

Upon declaration of Stage 4—Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by WTCPUA.

5.3 Drought Response Measures

The ~~WTCPUA General Executive~~ Manager ~~of Water Services~~ shall monitor reports of water supply and demand conditions and, in accordance with the triggering criteria set forth in Section 5.2 of the WTCPUA Drought Contingency Plan, shall determine that a mild, moderate, severe, or emergency condition exists and shall implement the following measures. Drought response measures are grouped into a category for retail customers and a category for wholesale treated water customers.

5.3.1 Targets for Water-Use Reductions

The target for all WTCPUA water utility systems required to implement their drought contingency plans based on water supply shortage will vary according to the severity and projected duration of the shortage. If the water system receives WTCPUA surface water, the system targets will follow the drought contingency plan targets adopted for the LCRA Water Management Plan.

5.3.2 Retail Customers

(1) Stage 1 - Mild Water Shortage - Voluntary Measures

Supply Management Measures:

~~Affected~~ WTCPUA ~~water utility system~~ will review system operations and identify ways to improve system efficiency and accountability.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 5% reduction in water use.

- a. Provide consumer information and materials on water conservation measures and practices to retail customers
- b. Request that customers voluntarily comply with the water-use restrictions outlined in Stage ~~12~~ of this plan

(2) Stage ~~2(a) / 2(b)~~ - Moderate Water Shortage - Mandatory Measures

Stage ~~2(a)~~:

Supply Management Measures:

In addition to measures implemented in Stage 1 of the plan, the ~~affected~~ WTCPUA ~~water utility system~~ will:

- a. Apply ~~all~~ water-use restrictions prescribed for Stage 2 of the Plan to WTCPUA ~~utility-owned~~ facilities ~~and properties associated with the system~~ for which Stage 2 has been declared.
- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

Under threat of penalty as described in Section 5.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- ~~a.~~ Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a twice weekly watering schedule determined by WTCPUA and based on the nature of the current drought or water emergency.

- ~~a.~~
- ~~b. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a once weekly watering schedule as determined by WTCPUA and based on the nature of the current drought or water emergency and if the combined water storage volumes of Lakes Travis and Buchanan are less than or equal to 750,000 acre-feet.~~

- ~~e.~~ b. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:

- i. Hand-held hose
- ii. Faucet-filled bucket or water can of five gallons or less

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~~d.~~ **c.** New landscapes may be installed and re-vegetation seeding performed under these specific criteria:

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- i. A completed variance form for new landscapes has been submitted to ~~WTCPUA~~~~the LCRA~~ and has been approved prior to the installation of the landscape, or re-vegetation seed application; and
- ii. Irrigation of the new landscape, or application follows the schedule identified in the new landscape variance:
 1. once a day for the first 10 days after installation;
 2. once every other day before 10 a.m. and after 7 p.m. for days 11 through 20 after installation;
 - ~~3.~~ once every third day before 10 a.m. and after 7 p.m.
 - ~~4.~~~~3.~~ for day 21 through 30 after installation.
- iii. Alternatives to re-vegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec. 3.2.8).
- iv. Variances for new landscapes and re-vegetation will be issued for the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan. Variances will not be granted for seasonal "color bed" or temporary grass installation (over seeding).

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited, unless application for variance is approved on a case by case

basis. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:

- i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

Outside Water Features:

Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. WTCPUA ~~LCRA~~ may require proof of such design and consistent maintenance.

Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. WTCPUA may require proof of specific design documentation regarding a pond and the intended purpose.

Golf Courses:

Golf courses receiving water from ~~the~~ WTCPUA or WTCPUA wholesale customer utility must develop a drought contingency plan in accordance to the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 2 mandatory components.

Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, will work with LCRA to develop appropriate measures to reduce the use of raw water consistent with a 10 – 20 % reduction in raw water use during Stage 2 conditions.

Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or are used for a beneficial purpose such as watering landscaping to prevent water waste.

Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

Water Waste:

The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed.
- c. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity;

- d. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

(3)

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**Stage 2(b):
Supply Management Measures:**

~~In addition to measures implemented in Stages 1 and 2(a) of the plan, the affected WTCPUA water utility system will limit the irrigation of ornamental landscaped areas (such as lawns) with hose-end sprinklers or automatic irrigation systems other than drip irrigation to no more than once per week.~~

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(3) Stage 3 - Severe Water Shortage – Additional Mandatory Measures

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Supply Management Measures:

In addition to measures implemented in the preceding stages of the plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

Under threat of penalty as described in Section 5.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited at all times during Stage 3.
- b. No new landscapes may be installed. No variances will be approved.

Golf Courses:

Golf courses receiving water from a WTCPUA utility must develop a drought contingency plan in accordance with the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 3 mandatory components. Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, with work with WTCPUA to develop appropriate measures to reduce the use of raw water consistent with a 20% reduction in raw water use during

Stage 3 conditions.

Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

Installation of swimming pools is prohibited. The filling or replenishing of water to swimming pools, hot tubs, wading pools, and other types of pools is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact. Operation of splash pad type fountains is prohibited.

Events:

Events involving the use of water such as: car washes, festivals; parties; water slides; and other activities involving the use of water are prohibited.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(4) Stage 4 - Emergency Measures

Water Supply Reduction Target: As determined by the WTCPUA Board of Directors.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of landscaped areas is prohibited.
- b. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited unless the golf course uses an alternative water supply source,

such as reclaimed water, rainwater, or gray water

- c. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- d. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Additional measures may be added as needed.

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5.3.3 Wholesale Customers

All WTCPUA wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan.

Stage 1 —Mild Water Shortage — Voluntary Measures

WTCPUA will contact wholesale treated water customers to discuss supply and demand conditions. WTCPUA will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

Stage 2 ~~(a)~~ / ~~2(b)~~ —Moderate Water Shortage — Mandatory Measures

WTCPUA will keep wholesale treated water customers informed about demand and current and projected water supply conditions. WTCPUA will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

Stage 3 —Severe Water Shortage – Additional Mandatory Measures

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of non-essential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, WTCPUA will initiate the curtailment of water provided to wholesale treated water customers on a *pro rata* basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the ~~WTCPUA General Manager~~~~Executive Manager of Water Services~~ and may be adjusted as conditions warrant.

Stage 4 —Emergency Measures

Additional measures may be added as necessary to ensure only essential use of water.

5.4 Conservation and Drought Contingency Plan Implementation

5.4.1 Public Notification

WTCPUA will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available ~~on~~~~at~~ the WTCPUA ~~web site~~~~utility office~~.

5.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all WTCPUA retail water customers:

- a. No person shall knowingly or intentionally allow the use of water from a WTCPUA water utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- b. Except as otherwise provided in this Section 5.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
 - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;

- iv. Following the fourth documented violation, the WTCPUA Board of Directors or its designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500, and any other costs incurred by a WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the WTCPUA Board of Directors or its designee, that the same action shall not be repeated while the Plan is in effect. The WTCPUA Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.

~~c. In the event that the WTCPUA is operating under Stage 2(b) of the Plan, any person who violates this Plan shall be subject to the following surcharges and conditions of service:~~

- ~~i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.~~
- ~~ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of up to \$2,000;~~
- ~~iii. Following the third and any subsequently documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of up to \$10,000;~~

~~d.c.~~ Compliance with this Plan also may be sought through injunctive relief in district court. Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of ~~the~~ WTCPUA ~~water utility system~~, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he ~~or she~~ did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be

excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that there is no reasonable expectation that parent could have known about the violation. Table 5-1 shows the progressive steps of the drought response enforcement process for retail customers.

Table 5-1: Drought Response Retail Enforcement Process

First documented violation	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second documented violation	Issue surcharge No. 1 \$200
Third documented violation	Issue surcharge No. 2 \$700
Fourth documented violation	Cut-off service \$500 reconnection fee and \$500 deposit required

5.4.3 Enforcement for Wholesale Customers

Wholesale treated water customers shall provide ~~WTCPUA~~^{LCRA} with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer's own conservation and drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the conservation and drought contingency measures in the Plan may be subject to civil penalties or any other remedies available to WTCPUA by law or under the terms of the raw water or wholesale water contracts and subject to the penalties in Table 5-2 below:-

Table 5-2: Wholesale Customer Drought Response Violation Penalties

First documented violation	Written notice of violation
Second documented violation	Penalty fee up to \$2,000
Third documented violation	Penalty fee up to \$10,000

5.4.4 Variances

- a. The WTCPUA Board of Directors or its designee may grant variances:
 - i. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and,
 - ii. Allowing the use of alternative water sources that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to Water Customer Services and need not meet the requirements of subsection (b) below.

- b. WTCPUA Board of Directors or its designee may grant in writing temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to do so would cause an emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:
 - i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
 - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- c. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with ~~the WTCPUA Water Customer Services~~ any time the Plan or a particular drought response stage is in effect. The ~~WTCPUA General Manager~~ Water Services executive manager, or designee, will review petitions for variances. The petitions shall include the following:
 - i. Name and address of the petitioner
 - ii. Purpose of water use
 - iii. Specific provision of the Plan from which the petitioner is requesting relief.
 - iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this Plan
 - v. Description of the relief requested
 - vi. Period of time for which the variance is sought
 - vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date
 - viii. Other pertinent information
- d. Variances shall be subject to the following conditions, unless waived or modified by the WTCPUA Board of Directors or its designee:
 - i. Variances granted shall include a timetable for compliance.
 - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

5.4.5 Plan Updates

The Plan will be reviewed consistent with LCRA and TCEQ rules and updated based on developments in the WTCPUA water service area.

5.4.6 Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

5.4.7 Notification to LCRA and TCEQ

The WTCPUA shall notify the LCRA General Manager and the TCEQ Executive Director in writing within five (5) business days of the implementation of any mandatory provisions of this Drought Contingency Plan.

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Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 2.1, 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five and Ten Year Goals – Section 2.2, 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 2.3.2, 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan – Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(2)(A) – Program for Leak Detection, Repair and Water Loss Accounting – Section 3.3.1
- 288.2 (a)(2)(B) – Record Management System with Customer Classification – Section 4.1
- 288.2 (a)(2)(C) – Wholesale Customer Conservation Plan Requirement – Section 4.3
- 288.2 (a)(3) – Additional Conservation Strategies – Section 2.3, 4.4

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(B) – Continuing Public Education – Section 4.4
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought
- Response Stages – Section 5.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 5.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 5.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 5.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public
- Notification – Section 5.2, 5.3, 5.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 5.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 5.4.2, 5.4.3

WATER CONSERVATION & DROUGHT CONTINGENCY PLAN

for

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FIRM WATER CONTRACT

July, 2013

Amended October, 2014

Prepared by:

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1.0 INTRODUCTION

The West Travis County Public Utility Agency (WTCPUA) has developed this Water Conservation and Drought Contingency Plan (Plan) for its treated water utility systems to manage public water resources efficiently and to plan appropriate responses to emergency and drought conditions. This Plan fulfills requirements of the Texas Administrative Code, Title 30, sections 288.2, 288.20 and 288.22, regarding water conservation and drought contingency planning for municipal water suppliers. Appendix A provides details on how the Water Conservation and Drought Contingency Plan adheres to the Texas Administrative Code for water conservation and drought contingency plan requirements. The Plan recognizes that conservation is a valuable tool in managing water and wastewater utility systems. Water conservation can extend available water supplies; reduce the risk of shortage during periods of extreme drought; reduce water and wastewater utility operating costs; improve the reliability and quality of water utility service; reduce customer costs for water service; reduce wastewater flows; improve the performance of wastewater treatment systems; enhance water quality and protect the environment.

1.1 Authorization and Implementation

The WTCPUA Board of Directors is authorized and directed to implement the applicable provisions of this Plan. The WTCPUA Board of Directors has the authority to initiate and terminate drought or other water supply emergency response measures as described in this Plan.

Further, the WTCPUA Board of Directors will designate an individual to act as administrator of this Plan. The administrator will oversee the implementation of the program and will be responsible for ensuring that staff keeps adequate records for program verification. LCRA water utilities and water conservation staff will assist with implementation of programs and projects described in this Plan.

1.2 Public Involvement

This Plan was adopted from the Revised 2009 Water Utilities Conservation and Drought Contingency Plan of the LCRA with minor modification. As such, all customers in the service area of the utilities were provided an opportunity for input through the LCRA adoption process. Any future revisions to this Water Conservation and Drought Contingency Plan will be made through a process that includes the opportunity for public participation.

1.3 Application

This Plan applies only to treated water utility systems, both wholesale and retail, owned and operated by WTCPUA.

1.4 Coordination with Regional Water Planning Groups

The service area of the WTCPUA is located within the Lower Colorado Regional Water Planning Area and WTCPUA will provide a copy of this Plan to the Lower Colorado Regional Water Planning Group (Region K).

2.0 DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative features such as fountains, reflecting pools and water gardens.

Conservation: those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse of water so that supply is conserved and made available for future use.

Customer: any person, company, or organization using water supplied by WTCPUA.

Domestic water use: use of water by an individual or a household to support its domestic activity. Such use may include consumption, washing, or cooking; irrigation of lawns, family garden or orchard; consumption by animals; and recreation including fishing, swimming, and boating. If the water is diverted, it must be diverted solely through the efforts of the user. Domestic use does not include water used to support activities for which consideration is given or received or for which the product of the activity is sold.

Industrial water use: water used in commercial processes, including commercial fish and shellfish production and the development of power by means other than hydroelectric. This does not include agricultural use.

Landscape irrigation use: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Livestock water use: water used for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purposes of this definition, the terms “livestock” and “exotic livestock” are to be used as defined in § 142.001 of the Agriculture Code, and the terms “game animals” and “furbearing animals” are to be used as defined in §63.001 and §71.001, respectively, of the Parks and Wildlife Code.

“New landscape” means:

- a. Installed during construction of a new house, multi-family building, or commercial building;
- b. Installed as part of a governmental entity’s capital improvement project; or
- c. Alters more than one-half of the area of an existing landscape.

Non-essential water use: water uses that are not essential or are not required for the protection of public health, safety and welfare, such as:

- a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except for as otherwise provided under this Plan;
- b. Washing any motor vehicle, motorbike, boat trailer, airplane, or other vehicle;
- c. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- d. Washing buildings or structures for purposes other than immediate fire protection;
- e. Flushing gutters or permitting water to run or accumulate in any gutter or street;
- f. Filling, refilling, or adding to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- g. Filling a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life;
- h. Failure to repair a controllable leak within a reasonable period after having been directed to do so by formal notice; and
- i. Drawing from hydrants for construction purposes or any other purposes other than fire fighting or protecting public drinking water supplies.

Use of water for livestock is not included in the definition of “non-essential water use.”

Retail Water Customer: an individual or entity that purchases water from an LCRA water utility for its consumption.

Wholesale Treated Water Customer: an individual or entity that purchases water from LCRA to sell to the public for consumption. The term does not include an individual or entity that supplies LCRA water to its employees, visitors, or tenants.

3.0 WATER CONSERVATION PLAN

3.1 Service Area Characteristics and Goals

The WTC Regional Water System provides water to about 5,000 commercial and residential customer accounts which represents a population of approximately 13,500. In addition, the WTC Regional Water System also provides water service for twelve wholesale water customers with an estimated population of over 10,000 for a total population served of about 23,500.

The West Travis County Regional Water System serves mostly single-family residential homes, although the number of multi-family, mixed-use, and commercial customers has grown in the past five years. The service area generally consists of residential and commercial development west of the City of Austin: in and around the City of Bee Cave, on Hamilton Pool road, and along State Highway 290 from Austin to the City of Dripping Springs.

Appendix B includes tables that provide the baseline total water use, per capita water use and water loss for systems in the West Travis County Region from 2006 through 2008. The three-year average for total gallons per capita per day water use (GPCD) was 226 which included both wholesale and retail treated water customers. Of the 226 GPCD, 38 GPCD was attributable to unbilled water (*e.g.*, losses, waterline & hydrant flushing, *etc.*), or 17 percent of total water use.

The water demands in this region nearly double during the summer months due to water for outdoor irrigation purposes. With this in mind, LCRA has focused its conservation measures on outdoor water use, and will continue to expand this effort to meet the growing need for water in this system.

3.2 Water Conservation Goals

In accordance with Title 30 Texas Administrative Code, Chapter 288 rules water conservation plans must have specific, quantified goals for municipal use in gallons per capita per day (GPCD). Water conservation goals for WTC were established in 2008 using baseline data available at that time. That baseline data is shown in Appendix B. Conservation goals for the West Travis County Region have been grouped into three sections: retail water use reduction; system-wide, peak day demand reduction, and system-wide water loss reduction.

The five-year average retail treated water reduction goal is 490,000 gallons per average day savings (549 acre-feet per year) and a 10-year goal of 750,000 gallons per average day savings (840 acre-feet per year). These goals include an estimated savings of 100,000 gallons per year from the mandatory watering schedule, implemented in the summer of 2008. This projected savings represents about a 5 percent decrease in water use in 2014.

The WTCPUA five-year retail GPCD goal for the West Travis County Region is 215 GPCD, which assumes the same ratio of population to residential meter connection. The 215 GPCD goal reflects a 5 percent reduction in the retail treated GPCD, from 189 to 179, and an unbilled water reduction from 38 to 36 GPCD. The WTCPUA 10-year GPCD goal will be to maintain GPCD at or below 215 GPCD.

The 10-year goal will be reassessed during the next water conservation planning cycle. At that time, WTCPUA will benefit from access to updated Census information in calculating a GPCD for this region.

The five-year system-wide peak reduction goal is 1.3 million gallons a day (MGD), and the 10-year reduction goal is 2 MGD. This decrease in peak demand includes a 0.5 MGD estimated savings from the implementation of the mandatory watering schedule.

Finally, the water loss goals are to decrease from 17 percent to 15 percent in five years and 10 percent in 10 years.

3.3 Water Conservation Strategies

The water conservation strategies to meet these goals include measures to decrease outdoor water use, which will decrease overall water use and peak day demands, and strategies to reduce system-wide water loss. Additional strategies include expanded public education and outreach efforts.

3.3.1 Watering Schedule

In May 2008, LCRA approved a plan to adopt a mandatory twice-weekly watering schedule for the West Travis County Regional Water System, to conserve water and lower daily peak demand of the water treatment plant.

This schedule assumes an application rate of one inch of water per week in two half-inch applications. According to research, one inch of water per week is sufficient to sustain most residential lawns and landscapes. However, multiple applications on yards of shallow soil depth allow for less runoff and improved soil retention.

WTCPUA will continue this program, which begins on May 1 and runs through September 30. Based on data collected during summer 2008, LCRA's watering schedule, coupled with water conservation education and increased water rates, resulted in an estimated peak day demand savings of approximately 0.5 MGD.

3.3.2 Increasing Block Water Rates

The West Travis County Regional Water System has a multi-tiered, increasing block water rate that reflects the cost drivers for the water systems and sends a water conservation price signal to customers.

Copies of the complete rates schedules for these systems are available by request.

3.3.3 Landscape Irrigation System Audits

Landscape irrigation system audits have grown in popularity throughout the West Travis County region since the program began in 2005. Each audit has resulted in an estimated average water savings of between 15 and 25 percent to the homeowner. This program has grown from just audits to basic irrigation controller resets as well, aimed at assisting customers by programming their controllers to comply with the twice-weekly watering schedule.

As the number of homes in the West Travis County Regional Water System with automatic irrigation systems continues to grow, the demand for the irrigation system audit program likely will grow as well. Irrigation audits typically are offered to residential customers with high water-use bills.

3.3.4 Landscape Irrigation Standards

In June 2008, the Texas Commission on Environmental Quality (TCEQ) adopted new water efficiency rules for the design, installation, and maintenance of landscape irrigation systems. Compliance with the rules is required of municipalities with populations of 20,000 or more, and allows water districts to adopt and enforce them.

WTCPUA will evaluate adopting and enforcing supplemental standards for the design, installation, and maintenance of landscape irrigation systems in its retail utility service area.

3.3.5 Conservation Landscape Best Management Practices

LCRA developed conservation landscape guidelines, or best management practices (BMP), which are included in new utility wholesale service agreements within the West Travis County Regional Water system. Several residential developments have incorporated the BMPs into their deed restrictions.

The guidelines that apply to commercial and residential development include specifications for installing and operating irrigation systems, minimum soil depth requirements, and limitations on the size of landscaped areas to be irrigated.

3.3.6 Education and Public Outreach

The Water IQ public awareness campaign has been an integral part of the overall effort to educate West Travis County Regional water customers about the mandatory watering schedule and provide tips on outdoor water conservation. Public outreach includes a portable Water IQ information booth, which was set up and staffed at the Hill Country Galleria on the past Fourth of July, and Water IQ billboards, which have been located strategically throughout the West Travis County service area since 2006.

WTCPUA staff also promotes the water-saving landscape programs, the Texas Hill Country Landscape Option (HCLO) and Grow Green, to builders, new homeowners, and

businesses in the West Travis County service area. LCRA provides presentations and articles about the HCLO to community groups and neighborhood newsletters. Section 3.4 provides additional information about these programs.

3.3.7 Water Loss

The West Travis County Regional Water System has experienced rapid growth. In such systems, water loss typically occurs from construction flushing and theft. In addition, additional flushing is needed to maintain water quality in dead-end lines. WTCPUA evaluates the water losses for our systems, and determines the best corrective actions to minimize those losses.

3.3.8 Additional Strategies

Additional strategies that apply to all LCRA Water Utilities are found in Section 4.0 of this plan.

4.0 ADDITIONAL WATER CONSERVATION STRATEGIES

4.1 Water Monitoring and Records Management

The WTCPUA water system operator maintains records of water distribution and sales through a common monitoring and billing system. The billing system provides a central location for water billing information and way to compile, present, and view water-use and billing information.

4.2 Water Metering

The WTCPUA Water Contract Rules impose requirements on wholesale customers, which require all water meters to be accurate within plus or minus 5 percent of the indicated flow over the possible flow range. The meters are read on a monthly basis.

WTCPUA water utilities follow the metering and leak detection and repair requirements as stated in the LCRA Water Conservation Plan Rules. Water is metered in and out of all WTCPUA water treatment plants.

The water use of all utility customers is also metered. A regularly scheduled maintenance program of meter repair and replacement is performed in accordance with the manufacturer's recommendations. Zero consumption accounts are checked to see if water is actually being used or not recorded.

4.3 Wholesale Water Conservation Plans

Wholesale treated water customers must develop a drought contingency and a water conservation plan in accordance with LCRA Water Contract Rules. The plans must include a governing board resolution, ordinance, or other official document noting that the plan has been formally adopted by the utility. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and implement a water conservation and drought contingency plan.

WTCPUA provides technical assistance with the development and review of wholesale treated water customers' water conservation plans and programs. LCRA assists with the development of rules and regulations that encourage water conservation, such as adding water conservation components into landscape ordinances. Conservation education materials are available to wholesale customers for either no charge, or at a reduced rate.

WTCPUA requires drought contingency plans, which meet or exceed LCRA rules for drought contingency plans, for each of its wholesale treated water customers.

4.4 Education and Outreach

4.4.1 Water IQ Public Awareness Program

The Water IQ Program uses a diverse set of tools to reach the audiences with water-saving tips and information including television, radio and print ads, billboards, electronic advertising, and community outreach with target audiences.

In 2008, the City of Austin, LCRA, and the City of Cedar Park collaborated on the Water IQ: Know Your Water campaign. The agency partners pooled their resources to fund a joint outdoor water efficiency campaign, including promotion of the twice-weekly watering schedule that is required in the West Travis County water system service area. Plans are to continue this collaborative effort in the future.

4.4.2 Texas Hill Country Landscape Option

The Texas Hill Country Landscape Option (HCLO) is a best management practice that promotes conservation landscaping in the Hill Country portion of LCRA's water service area. The Texas Hill Country Landscape Option incorporates adequate amounts of healthy soil, the use of native and well-adapted plants, efficient irrigation system design, and information about sustainable management practices. Such landscaping can significantly reduce not only the amount of water used, but the potential use of landscape chemicals that pose a threat to water quality.

Materials have been developed that are intended to present conservation landscaping as an easy, practical alternative to conventional landscaping, and to provide guidance in sustainable landscape management. HCLO brochures are central to a larger marketing campaign regarding water-wise landscaping targeting new homebuyers in the Hill Country. This information also complements an effort to encourage conservation landscaping through deed restrictions, particularly in the environmentally sensitive areas of the Barton Springs Edwards Aquifer.

HCLO materials are available through real estate agents, developers, and builders. The information also is available on the LCRA Web site. Developers and builders in western Travis and northern Hays counties have marketed themselves as environmentally conscious communities through the promotion of the HCLO.

4.4.3 Grow Green

Grow Green is a City of Austin and Texas Agrilife Extension Service (TAES) program that LCRA promotes outside the city limits of Austin. The program provides technical information to show people the benefits of using native and adapted plants in their landscapes and to design and maintain landscapes that reduce water use and runoff carrying chemicals into nearby waterways.

Nurseries and garden centers in the Highland Lakes region, western and eastern Travis County, and northern Hays County are provided with Grow Green native and adapted

landscape plant booklets and fact sheets at minimal or no cost. The booklet features information on trees, shrubs, grass, perennials, and vines native or adapted to Central Texas, and includes information about their optimum growing conditions, their water use requirements, and resistance to foraging deer and upkeep information. Fact sheets include topics such as landscape design, lawn care, lawn problems, hiring landscape professionals, toxicity comparisons of landscape products, and controlling fleas and fire ants.

4.4.4 WTCPUA Municipal Raw Water Conservation Program

LCRA water utility systems will participate in the additional raw water conservation programs to be added during the next five years. The programs include new incentives for the end-users of water, additional regulations, and expanded education and outreach initiatives.

4.4.5 Other activities

WTCPUA supports and assists organizations that promote and teach conservation landscaping. These organizations include local garden clubs and the Texas Agrilife Master Gardeners program. LCRA staff provides presentations and other information on water conservation topics such as conservation landscaping and rainwater harvesting to various organizations and to participants at community events in the water utility service area.

5.0 DROUGHT CONTINGENCY PLAN

5.1 Permanent Water Use Restrictions

The following restrictions apply to all West Travis County Public Utility Agency (WTCPUA) water utility systems on a year-round basis, regardless of water supply or water treatment plant production conditions.

According to the restrictions, a water user must not:

- (1) Fail to repair a controllable leak, including:
 - a. a broken sprinkler head,
 - b. a leaking valve,
 - c. leaking or broken pipes, or
 - d. a leaking faucet.
- (2) Operate an irrigation system with:
 - a. a broken head,
 - b. a head that is out of adjustment and the arc of the spray head is over a street or parking area, or
 - c. a head that is fogging or misting because of excessive water pressure.
- (3) During irrigation, allow water:
 - a. to run off a property and form a stream of water in a street for a distance of 50 feet or greater, or
 - b. to pool in a street or parking lot to a depth greater than one-quarter of an inch.
- (4) Irrigate outdoors using an in-ground irrigation system or hose-end sprinkler more than twice per week or outside of scheduled days and times as indicated below:

Residential

Odd number addresses: Wednesdays and Saturdays

Even number addresses: Thursdays and Sundays

Effective May 1 through September 30 each year

Commercial (including large landscapes such as HOA common areas)

Tuesdays and Fridays

Effective all year

Watering Hours:

Midnight to 10 a.m. and 7 p.m. to midnight

Effective all year

5.2 Triggering Criteria for Initiation and Termination of Drought Response Stages

The Executive Manager of Water Services shall monitor water supply and demand conditions and shall determine when conditions warrant initiation and termination of each stage of the Drought Contingency Plan. Water supply conditions will be determined by the availability of the source of supply for each individual system, system capacity, and weather conditions. Demand will be measured by the peak daily demands on each system. Notification of the initiation or termination of drought response stages shall be by a variety of ways, possibly including local media, direct mail to each customer, the WTCPUA web site and signs posted at WTCPUA utility offices and other public places.

The following triggering criteria shall apply to WTCPUA water utility systems:

(1) Stage 1 - Mild Water Shortage Conditions (Voluntary Measures)

Requirements for initiation – Customers shall be requested to conserve water voluntarily and adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:

- a. For surface water supply systems, when total daily water demand equals or exceeds 80 percent of:
 - i. the total design capacity of a WTCPUA water treatment plant for three consecutive days, or 85 percent on a single day; or
 - ii. the contracted peak day capacity for systems supplied by another non-WTCPUA provider; or
- b. For groundwater supply systems, when maximum daily usage equals or exceeds 70 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days; or
- c. For surface water supply systems, when combined storage level of Lakes Travis and Buchanan reaches 1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP); or

Requirements for termination — Stage 1 of the Plan may be rescinded when:

- a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- b. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive

days; or

- c. For surface water systems, LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP; or

(2) Stage 2(a) / 2(b)—Moderate Water Shortage Conditions (Mandatory Measures)

Stage 2(a):

Requirements for initiation — Customers shall be required to comply with the Stage 2(a) Drought Response Measures of this Plan when the following triggering criteria are met:

- a. For surface water supply systems, when total daily water demand equals or exceeds 93 percent of:
 - i. the total design capacity of a WTCPUA water treatment plant for three consecutive days or 95 percent on a single day; or
 - ii. the contracted peak day capacity for systems supplied by another non-WTCPUA provider; or
- b. For groundwater supply systems, when maximum daily usage equals or exceeds 85 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days;
- c. When the combined storage level of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP; or

Requirements for termination — Stage 2(a) of the Plan may be rescinded when:

- a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- b. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- c. For surface water system, LCRA announces that curtailment of water supplies to firm water customers is no longer required under the drought contingency measures of the LCRA DCP; or

Upon termination of Stage 2(a), Stage 1 becomes operative.

Stage 2(b):

Requirements for initiation — Customers shall be required to comply with the Stage 2(b) Drought Response Measures of this Plan when:

- a. the triggering criteria for Stage 2(a) are met, and
- b. when (i) the combined storage level of Lakes Travis and Buchanan is below 1.1 million acre-feet and (ii) TCEQ has issued an order that results in the cutoff of interruptible stored water supply to the Gulf Coast, Lakeside, and Pierce Ranch for irrigation operations.

Requirements for termination — Stage 2(b) of the Plan may be rescinded when either (i) the combined storage of lakes Travis and Buchanan increases to 1.1 million acre-feet or above, or (ii) interruptible stored water is supplied by LCRA to any customers in the Gulf Coast, Lakeside, or Pierce Ranch for irrigation operations.

Upon termination of Stage 2(b), Stage 2(a) becomes operative.

(3) Stage 3 - Severe Water Shortage Conditions (Additional Mandatory Measures)

Requirements for initiation — Customers shall be required to comply with Stage 3 Drought Response Measures of this Plan when severe water shortage conditions exist. WTCPUA will recognize that a severe water shortage condition exists when either of the following criteria is met:

- a. For surface water supply systems, when total daily water demand equals or exceeds 95 percent of:
 - i. the total design capacity of an LCRA water treatment plant for three consecutive days, or 97 percent on a single day; or
 - ii. the contracted peak day capacity for systems supplied by another non-LCRA provider; or
- b. For groundwater supply systems, when maximum daily usage equals or exceeds 95 percent of the pump's or well's rated capacity, whichever is less, for three consecutive days; or
- c. When the combined storage level of Lakes Travis or Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP; or

- d. The LCRA Board determines a drought worse than the drought of record;
or

Requirements for termination — Stage 3 of the Plan may be rescinded when:

- a. For surface water supply systems, the water treatment plant capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- b. For groundwater supply systems, the groundwater capacity condition listed above as a triggering event has ceased to exist for five consecutive days; or
- c. For surface water systems, LCRA announces that curtailment of water supplies to firm water customers is no longer required under drought contingency measures of the LCRA DCP; or

Upon termination of Stage 3, Stage 2(a) or Stage 2(b) becomes operative, as applicable at that time.

(4) Stage 4 - Emergency Water Conditions

Initiation and termination of water emergencies will operate under measures listed in the LCRA Drinking Water Emergency Response Plan. A copy of this Plan is available upon request. The WTCPUA Water Services executive manager or designee will notify affected retail customers, wholesale customers, and the media of the initiation and termination of Stage 4. Examples of a water emergency include, but are not limited to, the following:

- a. Major water line breaks, loss of distribution pressure, or pump system failures that cause substantial loss in its ability to provide water service,
- b. Contamination of the water supply source,
- c. Any other emergency water supply or demand conditions that the WTCPUA Water Services executive manager, or designee, determines to constitute a water supply emergency more severe than that contemplated in the triggers contained in the LCRA Water Management Plan, or

Upon declaration of Stage 4—Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply and be in effect until lifted by WTCPUA.

5.3 Drought Response Measures

The Executive Manager of Water Services shall monitor reports of water supply and demand conditions and, in accordance with the triggering criteria set forth in Section 5.2 of the WTCPUA Drought Contingency Plan, shall determine that a mild, moderate, severe, or emergency condition exists and shall implement the following measures. Drought response measures are grouped into a category for retail customers and a category for wholesale treated water customers.

5.3.1 Targets for Water-Use Reductions

The target for all WTCPUA water utility systems required to implement their drought contingency plans based on water supply shortage will vary according to the severity and projected duration of the shortage. If the water system receives WTCPUA surface water, the system targets will follow the drought contingency plan targets adopted for the LCRA Water Management Plan.

5.3.2 Retail Customers

(1) Stage 1 - Mild Water Shortage - Voluntary Measures

Supply Management Measures:

Affected WTCPUA water utility system will review system operations and identify ways to improve system efficiency and accountability.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 5% reduction in water use.

- a. Provide consumer information and materials on water conservation measures and practices to retail customers
- b. Request that customers voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan

(2) Stage 2(a) / 2(b) - Moderate Water Shortage - Mandatory Measures

Stage 2(a):

Supply Management Measures:

In addition to measures implemented in Stage 1 of the plan, the affected WTCPUA water utility system will:

- a. Apply all water-use restrictions prescribed for Stage 2 of the Plan to WTCPUA utility owned facilities and properties associated with the system for which Stage 2 has been declared.
- b. Discontinue water main and line flushing unless necessary for public health reasons; and
- c. Keep customers informed about issues regarding current and projected water supply and demand conditions.

Demand Management Measures:

Water Supply Reduction Target: Achieve a 10-20% reduction in water use.

Under threat of penalty as described in Section 5.4, the following water-use restrictions shall apply to all retail water customers:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a twice weekly watering schedule determined by WTCPUA and based on the nature of the current drought or water emergency.
- b. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than a once weekly watering schedule as determined by WTCPUA and based on the nature of the current drought or water emergency and if the combined water storage volumes of Lakes Travis and Buchanan are less than or equal to 750,000 acre-feet.
- c. Outdoor watering hours will be limited to between midnight and 10 a.m. and between 7 p.m. and midnight on designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of:
 - i. Hand-held hose
 - ii. Faucet-filled bucket or water can of five gallons or less
- d. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:
 - i. A completed variance form for new landscapes has been submitted to the LCRA and has been approved prior to the installation of the landscape, or re-vegetation seed application;

and

- ii. Irrigation of the new landscape, or application follows the schedule identified in the new landscape variance:
 - 1. once a day for the first 10 days after installation;
 - 2. once every other day before 10 a.m. and after 7 p.m. for days 11 through 20 after installation;
 - 3. once every third day before 10 a.m. and after 7 p.m.
 - 4. for day 21 through 30 after installation.
- iii. Alternatives to re-vegetation may be available in times of low water supply. Specific information regarding such alternatives is available in the LCRA Highland Lakes Watershed Ordinance Technical Manual (sec. 3.2.8).
- iv. Variances for new landscapes and re-vegetation will be issued for the shortest period necessary to reasonably assure the landscapes survival. A variance is not an exemption from compliance with the permanent water use restrictions under *Permanent Water Restrictions* of this plan. Variances will not be granted for seasonal “color bed” or temporary grass installation (over seeding).

Vehicle Washing:

Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

- a. Filling of all new and existing swimming pools, hot tubs, wading pools, is prohibited. Replenishing to maintenance level is permitted. Draining is permitted only onto pervious surfaces or onto a surface where water will be transmitted directly to a pervious surface, and only if:
 - i. Draining excess water from pool due to rain in order to lower water to maintenance level;

- ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- b. Refilling of public/community swimming pools permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.

Outside Water Features:

Operation of outside water features, such as, but not limited to, fountains or outdoor misting systems, is prohibited, except where such features are designed and consistently maintained to sustain aquatic life or maintain water quality. LCRA may require proof of such design and consistent maintenance.

Ponds:

Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. WTCPUA may require proof of specific design documentation regarding a pond and the intended purpose.

Golf Courses:

Golf courses receiving water from an WTCPUA utility must develop a drought contingency plan in accordance to the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 2 mandatory components.

Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, will work with LCRA to develop appropriate measures to reduce the use of raw water consistent with a 10 – 20 % reduction in raw water use during Stage 2 conditions.

Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are permitted, if the water being used drains to a re-circulating device, or are used for a beneficial purpose such as watering landscaping to prevent water waste.

Restaurants:

All restaurants are encouraged to serve water to their patrons only upon request.

Fire Hydrants:

Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and will require a meter; a variance application must be submitted and approved before a hydrant meter will be provided.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow irrigation of landscaped areas schedule. A variance can be applied for if necessary.

Water Waste:

The following uses of water are prohibited at all times during periods in which restrictions have gone into effect unless a variance has been approved:

- a. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious outdoor surfaces; except for immediate health and safety;
- b. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but permitted for surface preparation of maintenance work to be performed.
- c. Controlling dust, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of a construction plan approved by a governmental entity;
- d. Flushing gutters or allowing a substantial amount of water to run off a property and accumulate in a gutter, street, or parking lot to a depth greater than one-fourth of an inch.

Stage 2(b):

Supply Management Measures:

In addition to measures implemented in Stages 1 and 2(a) of the plan, the affected WTCPUA water utility system will limit the irrigation of ornamental landscaped areas (such as lawns) with hose-end sprinklers or automatic irrigation systems other than drip irrigation to no more than once per week.

(3) Stage 3 - Severe Water Shortage – Additional Mandatory Measures

Supply Management Measures:

In addition to measures implemented in the preceding stages of the plan, affected WTCPUA water utility systems will implement additional water control options to limit water to only critical use for protection of health and safety and maintenance of treatment quality.

Demand Management Measures:

Water Supply Reduction Target: Achieve a minimum 20% reduction in water use.

Under threat of penalty as described in Section 5.4, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions:

Irrigation of Landscaped Areas:

- a. Irrigation of landscaped areas is prohibited, except with hand-held hoses, hand-held buckets, or drip irrigation. The use of hose-end sprinklers or in-ground irrigation systems are prohibited at all times during Stage 3.
- b. No new landscapes may be installed. No variances will be approved.

Golf Courses:

Golf courses receiving water from a WTCPUA utility must develop a drought contingency plan in accordance with the LCRA Drought Contingency Plan rules for firm water contracts and will implement its Stage 3 mandatory components. Golf courses using alternative sources of water, such as reclaimed water, rainwater, or groundwater, and that supplement with LCRA raw water through the utility, will work with WTCPUA to develop appropriate measures to reduce the use of raw water consistent with a 20% reduction in raw water use during

Stage 3 conditions.

Vehicle Washing:

Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited. A vehicle can be washed at any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.

Pools:

Installation of swimming pools is prohibited. The filling or replenishing of water to swimming pools, hot tubs, wading pools, and other types of pools is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact. Operation of splash pad type fountains is prohibited.

Events:

Events involving the use of water such as: car washes, festivals; parties; water slides; and other activities involving the use of water are prohibited.

Recreational Areas (Includes Parks and Athletic Fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(4) Stage 4 - Emergency Measures

Water Supply Reduction Target: As determined by the WTCPUA Board.

Under threat of penalty for violation as described in Section 5.4, customers are required to eliminate non-essential water uses during an emergency. This includes, but is not limited to the following measures:

- a. Irrigation of landscaped areas is prohibited.
- b. Use of water for the irrigation of golf course greens, tees, and fairways is prohibited unless the golf course uses an alternative water supply source,

such as reclaimed water, rainwater, or gray water

- c. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
- d. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

Additional measures may be added as needed.

5.3.3 Wholesale Customers

All WTCPUA wholesale treated water customers are required to develop and formally adopt drought contingency plans for their own systems in accordance with Title 30 Texas Administrative Code Sections 288.20 and 288.22. The measures of this Plan must be at least as stringent as the drought response measures required by WTCPUA for its retail customers. Wholesale treated water customers must include in their wholesale water supply contracts the requirement that each successive wholesale customer develop and formally adopt a drought contingency plan.

Stage 1 —Mild Water Shortage — Voluntary Measures

WTCPUA will contact wholesale treated water customers to discuss supply and demand conditions. WTCPUA will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

Stage 2(a) / 2(b) —Moderate Water Shortage — Mandatory Measures

WTCPUA will keep wholesale treated water customers informed about demand and current and projected water supply conditions. WTCPUA will initiate discussions with wholesale treated water customers about potential curtailment and the implementation of mandatory measures to reduce all non-essential water uses.

Stage 3 —Severe Water Shortage – Additional Mandatory Measures

WTCPUA will contact its wholesale treated water customers to initiate additional mandatory measures to control water demand and to ensure capacity for emergency response requirements. Additional mandatory measures will include the curtailment of non-essential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

In addition, if the Stage 3 triggering criteria is based on a water supply shortage, WTCPUA will initiate the curtailment of water provided to wholesale treated water customers on a *pro rata* basis. The wholesale treated water customer's monthly allocation of water shall be based on a percentage of the customer's baseline water use. The percentage will be determined by the Executive Manager of Water Services and maybe adjusted as conditions warrant.

Stage 4 —Emergency Measures

Additional measures may be added as necessary to ensure only essential use of water.

5.4 Conservation and Drought Contingency Plan Implementation

5.4.1 Public Notification

WTCPUA will periodically provide information about the drought contingency components of this plan, including (1) the conditions under which each stage of the Plan is to be initiated or terminated, and (2) the drought response measures to be implemented at each stage. This information will be provided by various means depending on the audience, including articles in the local media and special materials mailed to customers and available at the WTCPUA utility office.

5.4.2 Enforcement for Retail Customers

The following enforcement provisions shall apply to all WTCPUA retail water customers:

- a. No person shall knowingly or intentionally allow the use of water from a WTCPUA water utility system for residential, commercial, industrial, agricultural, ornamental, or any other purpose in a manner contrary to any provision of this plan, or in an amount in excess of that permitted by the drought response stage in effect at the time.
- b. Except as otherwise provided in this Section 5.4.2, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$200;
 - iii. Following the third documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of \$700;

- iv. Following the fourth documented violation, the WTCPUA Board of Directors or its designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$500, and any other costs incurred by a WTCPUA water utility system in discontinuing service, and any outstanding charges including late payment fees or penalties. In addition, suitable assurance in the amount of a deposit of \$500 must be given to the WTCPUA Board of Directors or its designee, that the same action shall not be repeated while the Plan is in effect. The WTCPUA Board of Directors or its designee may apply the deposit to any surcharges or penalties subsequently assessed under this Plan against a customer. Any remaining amount of such deposit, if any, shall be returned to the customer at the time of the customer's voluntary disconnection from the utility system.
- c. In the event that the WTCPUA is operating under Stage 2(b) of the Plan, any person who violates this Plan shall be subject to the following surcharges and conditions of service:
 - i. Following the first documented violation, the violator shall be given a notice specifying the type of violation and the date and time it was observed.
 - ii. Following the second documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of up to \$2,000;
 - iii. Following the third and any subsequently documented violation, the violator shall be sent by certified mail a notice of violation and shall be assessed a surcharge of up to \$10,000;
- d. Compliance with this Plan also may be sought through injunctive relief in district court. Each day that one or more of the provisions in this Plan is violated shall constitute a separate violation. Any person, including one classified as a water customer of a WTCPUA water utility system, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator. Any such person, however, shall have the right to show that he did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, but any such parent may be excused if he proves that he had previously directed the child not to use the water in violation of this Plan and that

there is no reasonable expectation that parent could have known about the violation. Table 5-1 shows the progressive steps of the drought response enforcement process for retail customers.

Table 5-1: Drought Response Retail Enforcement Process

First documented violation	Notice of violation issued Customer is notified of actions to be taken if violations continue
Second documented violation	Issue surcharge No. 1 \$200
Third documented violation	Issue surcharge No. 2 \$700
Fourth documented violation	Cut-off service \$500 reconnection fee and \$500 deposit required

5.4.3 Enforcement for Wholesale Customers

Wholesale treated water customers shall provide LCRA with an order, ordinance, or resolution to demonstrate adequate enforcement provisions for the wholesale customer's own conservation and drought contingency plan.

In addition, wholesale treated water customers who fail to comply with the conservation and drought contingency measures in the Plan may be subject to civil penalties or any other remedies available to WTCPUA by law or under the terms of the raw water or wholesale water contracts.

Table 5-2: Wholesale Customer Drought Response Violation Penalties

First documented violation	Written notice of violation
Second documented violation	Penalty fee up to \$2,000
Third documented violation	Penalty fee up to \$10,000

5.4.4 Variances

- a. The WTCPUA Board of Directors or it's designee may grant variances:
 - i. From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and,
 - ii. Allowing the use of alternative water sources that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to Water Customer Services and need not meet the requirements of subsection (b) below.
- b. WTCPUA Board of Directors or it's designee may grant in writing temporary variances for existing water uses otherwise prohibited under this Plan if it is determined that failure to do so would cause an

emergency adversely affecting the public health, sanitation, or fire protection, and if one or more of the following conditions are met:

- i. Compliance with this Plan cannot be accomplished during the duration of the time the Plan is in effect, or
 - ii. Alternative methods can be implemented that will achieve the same level of reduction in water use.
- c. Persons requesting a variance from the provisions of this Plan shall file a petition for variance with the WTCPUA Water Customer Services any time the Plan or a particular drought response stage is in effect. The Water Services executive manager, or designee, will review petitions for variances. The petitions shall include the following:
 - i. Name and address of the petitioner
 - ii. Purpose of water use
 - iii. Specific provision of the Plan from which the petitioner is requesting relief.
 - iv. Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm the petitioner or others will sustain if petitioner complies with this Plan
 - v. Description of the relief requested
 - vi. Period of time for which the variance is sought
 - vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date
 - viii. Other pertinent information
- d. Variances shall be subject to the following conditions, unless waived or modified by the WTCPUA Board of Directors or its designee:
 - i. Variances granted shall include a timetable for compliance.
 - ii. Variances granted shall expire when the Plan, or its requirements, is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise excuse any violation occurring before the variance was issued.

5.4.5 Plan Updates

The Plan will be reviewed consistent with TCEQ rules and updated based on developments in the WTCPUA water service area.

5.4.6 Drought Surcharge

In order to offset the impact of lost revenues resulting from extended periods of implementing water conservation/drought contingency measures and/or due to implementation of LCRA raw water supply curtailments, the Board of Directors may assess a Drought Surcharge as authorized in the WTCPUA's Tariff, as may be amended from time to time.

Appendix A – Adherence to TCEQ Chapter 288 Rules

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for water conservation plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.2 (a)(1)(A) – Utility Profile – Section 2.1, 3.1
- 288.2 (a)(1)(C) – Specific, Quantified Five and Ten Year Goals – Section 2.2, 3.2
- 288.2 (a)(1)(D) – Measure and Account Water Diverted – Section 4.1, 4.2
- 288.2 (a)(1)(E) – Universal Metering – Section 4.2
- 288.2 (a)(1)(F) – Measures to Determine and Control Unaccounted-for Uses of Water – Section 4.2
- 288.2 (a)(1)(G) – Continuing Public Education and Outreach – Section 4.4
- 288.2 (a)(1)(H) – Rate Structure that is not Promotional – Section 2.3.2, 3.3.2
- 288.2 (a)(1)(I) – Reservoir Systems Operation Plan –Water Management Plan.
- 288.2 (a)(1)(J) – Means of Implementation and Enforcement – Section 1.1, 1.6
- 288.2 (a)(1)(K) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.2 (a)(2)(A) – Program for Leak Detection, Repair and Water Loss Accounting – Section 3.3.1
- 288.2 (a)(2)(B) – Record Management System with Customer Classification – Section 4.1
- 288.2 (a)(2)(C) – Wholesale Customer Conservation Plan Requirement – Section 4.3
- 288.2 (a)(3) – Additional Conservation Strategies – Section 2.3, 4.4

As a municipal water supplier, the minimum requirements in the Texas Administrative Code for drought contingency plans for municipal uses by public water suppliers are covered in this Plan as follows:

- 288.20 (a)(1)(A) – Public Input – Section 1.2
- 288.20 (a)(1)(B) – Continuing Public Education – Section 4.4
- 288.20 (a)(1)(C) – Coordination with Regional Water Planning Group(s) – Section 1.4
- 288.20 (a)(1)(D) – Monitoring and Criteria for the Initiation and Termination of Drought Response Stages – Section 5.2
- 288.20 (a)(1)(E) – Emergency Response Stages – Section 5.3
- 288.20 (a)(1)(F) – Water Use Reduction Targets – Section 5.3
- 288.20 (a)(1)(G) – Water Supply or Water Demand Management Measures – Section 5.3
- 288.20 (a)(1)(H) – Procedures for the Initiation or Termination of Drought Stages and Public Notification – Section 5.2,5.3,5.4.1
- 288.20 (a)(1)(I) – Variances Procedures – Section 5.4.4
- 288.20 (a)(1)(J) – Enforcement of Mandatory Water Use Restrictions – Section 5.4.2, 5.4.3

VII. STAFF REPORTS

ITEM A

General Manager's Report
March 21, 2019

1. Legal:

- a. Monthly Project Call with Lloyd Gosselink, February 19, 2019. Continue to make progress on reducing inherited backlog of Conveyance Agreements, Lease Agreements, and Easement Agreements.
- b. Processed the following Conveyance Agreements:
 - i. Saturn Five Signal Hill (Signal Hill Estates Subdivision).
 - ii. Greenhawe WCID No. 2.
- c. Processed the following Easement Agreements.
 - i. Velocity Credit Union, 1340 Transmission Main, March 11, 2019.
- d. Processed the following NSSAs:
 - i. Animal Care Center of Bee Cave, 10 water and 8 wastewater LUEs, 71 system.
 - ii. Circle Drive Biz Park LLC, 10 water LUEs, 290 system.
 - iii. Signal Hill Commercial, 30 water LUEs, 290 system.
- e. Submitted fourth and fifth amended petitions for Hatchett Lawsuit to TML for consideration of legal expense coverage. TML advised that Risk Pool coverage still will not be provided, February 14, 2019.
- f. Worked with Chief Gary Miller of Bee Cave Police Department to prepare a draft Agreement for Security Services at PUA Board meetings, February 27, 2019.
- g. Prepared draft Agreement between WTCPUA and CCNG Golf, LLC to Install an Effluent Filter System in West Travis County Public Utility Agency Lift Station No. 14, February 27, 2019. Sent to CCNG for review.
- h. Ashley Thomas' last day at LG is Friday, March 1st, 2019. Relocating to Houston.
- i. Prepared updated draft NSSA template with language to provide more specifics on requirements for payment of fees, March 5, 2019.
- j. Reviewed updated SER application form, March 11, 2019.
- k. LG continuing to perform property records research for County Line Pump Station Access Road and Property to determine ownership and maintenance responsibility.

2. Customer Service:

- a. Manual Meter Replacement Program: RTS Water Solutions LLC started project on January 7, 2019. Through March 3, 2019, approximately 1255 meters (43.8%) have been replaced.
 - i. Monthly progress meeting on March 4, 2019.
- b. Monthly Customer Service Staff meeting with GM and Operations February 22, 2019.

c. Researching possible alternatives to AVR Customer Billing System.

i. Onsite demonstration by Incode, February 28, 2019.

ii. Onsite demonstration by Logics, March 14, 2019.

3. Finance:

a. Reviewed Preliminary Official Statement (POS) for Series 2019 Revenue Bond Sale, February 13, 2019.

b. Reviewed and approved proposal from Vintage I/T Services to upgrade office WIFI, February 14, 2019. Work completed March 6, 2019.

c. Sent out notices to customers who are delinquent in paying Engineering Review and Legal Review Fees, February 20, 2019.

d. Conference call with Garry Kimball of Specialized Public Finance on February 20, 2019 to prepare for Moody's Investor Service call on February 26, 2019 regarding April, 2019 FY2019 bond sale.

e. Due diligence call with Bickerstaff, Heath Delgado Acosta LLP and Underwriters regarding FY2019 Bond Issue, Monday, March 11, 2019.

g. Maxwell, Locke and Ritter annual audit in process. To be completed March 14, 2019.

4. Operations:

a. Meeting with MEC and LG to review updates to Water Conservation and Drought Contingency Plan, February 18, 2019. Updated plan due to TCEQ in May, 2019.

b. Received quote to replace High Service Pump No. 5 and Lift Station No. 14 Pump. Meeting with MEC on February 20, 2019 to review specification and procurement procedures.

c. Worked with Provence Contractor to execute tie in of new MUD 22 Tank to yard piping, 16" transmission main and Provence subdivision on February 28, 2019. Gave notice to Belvidere, Madrone Ranch, and Deer Creek subdivisions that 6 hour outage from 10:00 a.m. to 3:00 p.m. would be required to complete work. Project was completed successfully.

d. Submitted TWDB annual water use survey, March 1, 2019.

e. Monthly Operations Meeting with MEC on March 12, 2019 to review CIP plan.

f. Conducted site inspection of Vapex system, residential areas adjacent to Lakepointe WWTP, and Riems Court adjacent to Wager Unit odor control system, March 6, 2019. No odors were detected.

g. Continuing FY2019 Maintenance and Repair plan (Year 1 of 5-Year Plan). Coordinating with MEC.

h. Effluent Management: Due to recent rains, combined pond levels reached mandatory take level of 73%, January 7, 2019. TLAP customers have responded with additional takes. Levels currently at 70%.

5. Personnel:

- a. Staff Valentines Day potluck luncheon, February 14, 2019.
- b. Lead Meter Reader on physical work restrictions until April 20, 2019.

6. Engineering:

- a. Reviewed landscaping irrigation submittal from Headwaters MUD, February 13, 2019.
- b. Completed review of second final draft Wholesale Customers LUE Audit report, February 14, 2019.
- c. Bi-Weekly Engineering Staff meeting, February 12, 2019.
- d. Continuing review of draft Agreement from MyGovernmentOnline for SER Applications and Fees Tracking. Estimating \$260 monthly cost.
- e. Met with the following Pre-Treatment customers to review billings and discuss best management practices to reduce high strength discharges into sanitary sewer collection system:
 - 1. Shops at the Galleria, February 8, 2019.
 - 2. Rosie's Tamale House, March 1, 2019.
- f. Conducted SER Processing Procedures Lunch and Learn for Customer Service staff, March 5, 2019.
- g. Continuing work on FY2019 Goal to add a Developer Resources Section to our Website under "Resources." The information will have a summary of SER procedures and Tariff requirements including fees, plan submittal and approval processes, inspection requirements, and project close out procedures.

7. Capital Program:

- a. Completed review of engineering services proposal from MEC for expansion and upgrade of County Line 1340 Pump Station, March 6, 2019.
- b. Conference call with MEC, LG, and Jeff Francell and Cathy Howell of the The Nature Conservancy (TNC) regarding conservation easement for SW Parkway Pump Station, February 21, 2019. Easement would dedicate no development to tract of land in property to preserve impervious cover to facilitate PUA application to City of Austin under grandfathering provisions. TNC will draft a three page Conservation Easement Agreement for the tract appraised value of \$25,000. MEC to provide Exhibits.
 - i. Received draft Land Use Restriction Agreement for 0.6054 acres ("Undisturbed Tract") on March 12, 2019.
- c. Received TCEQ approval for design plans for West Bee Cave Ground Storage Tank No. 2, February 25, 2019.
- d. 1340 Transmission Main pressure tested and chlorinated week of March 11, 2019.

e. Meeting with Lakepointe HOA, MEC and arborist Don Gardner to discuss tree protection and trimming plan for Second Raw Waterline Project, March 11, 2019.

f. Monthly progress meeting with CP and Y, Staff and Travis Industries on the \$449,900 Uplands Water Treatment Plant/Office Building and High Service Pump Station Renovations and Painting Improvement Project, March 7, 2019. Project scheduled to be complete March 15, 2019.

g. Monthly progress meeting with CP and Y, Staff and CFG Industries on the Tank and Pump Station Improvements Project, March 7, 2019. Project scheduled to be complete March 31, 2019.

8. SERs:

a. Processed the following Service Availability Letters:

i. Ms. Dawn Brady Morris 10111 Davy Crockett Dr., Austin, Texas 78737, 1 residential water LUE, 290 system.

ii. Signal Hill Commercial, 30 water LUEs, 290 system.

iii. Circle Drive Biz Park LLC, 10 water LUEs, 290 system.

b. Received 1000 LUE water SER from City of Dripping Springs, Double L Ranch / Anarene Tract, January 29, 2019. MEC preparing engineering proposal for capacity and infrastructure analysis.

c. Received notification from Malone-Wheeler on February 14, 2019 that they have been engaged by LTISD to identify potential elementary school sites in the Hamilton Pool Road corridor area for an estimated 20-30 LUEs of water service for normal, domestic use.

9. Developer Meetings:

a. Meeting with Masonwood Properties to review Engineering Review Fee and Legal Review Fee invoices for Provence Development, February 15, 2019. Payment received March 11, 2019.

b. Meeting with representatives of the Backyard Project, March 15, 2019.

10. Wholesale Agreements:

a. Completed capacity audit of Wholesale Agreements on February 19, 2019. Will present to Board at March 21, 2019 meeting.

11. Emergency Interconnects:

a. City of Austin: Advised Austin Water on February 22, 2019 that WTCPUA Board was not interested in PUA staff pursuing further negotiations on the Agreement at this time.

b. West Cypress Hills: MEC has model established and is proceeding with analysis. LG is processing legal review.

c. WCID No. 18: Meeting with MEC and WCID No. 18 to discuss Engineering details of proposed Emergency Interconnect Agreement, February 27, 2019.

ITEM B

West Travis County Public Utility Agency
Budget to Actual Report-General Fund
February 2019 and 2019 Fiscal Year to Date with FY 2018 Comparison

	Feb 19	Oct 18 - Feb 19	Oct 17 - Feb 18	Annual Budget	% of Budget	Notes
Income						
30 · Water Department-Rev	\$ 1,108,390	\$ 5,303,194	\$ 6,871,659	\$ 22,069,000	24.03%	Gallons sold in last quarter 2018 down 29% from prior year
31 · Wastewater Department-Rev	443,783	2,048,760	2,092,606	5,265,000	38.91%	
32 · Investment Income	5,267	25,499	14,668	60,000	42.50%	
33 · Other Income	425	1,370	2,951	4,000	34.25%	
Total Income	1,557,865	7,378,823	8,981,884	27,398,000	26.93%	
Expense						
41 · Water Department - Exp						
16101 · Maintenance & Repairs-W	54,366	268,528	324,742	827,800	32.44%	
16110 · Grounds Maintenance-W	2,550	21,640	16,010	34,000	63.65%	Includes \$9K for tree & brush clearing at water plant
16120 · Raw Water-W	76,073	345,782	372,458	1,139,800	30.34%	
16130 · Chemicals-W	18,708	72,128	66,983	242,600	29.73%	
16140 · Sludge Disposal-W	16,100	105,380	112,365	285,600	36.90%	
16160 · Utilities-W	59,192	370,509	466,839	1,238,400	29.92%	
16170 · Permit Expense-W	-	17,640	15,056	17,800	99.10%	Annual payment
16172 · Laboratory Fees-W	1,485	8,596	14,459	30,100	28.56%	
16175 · SER Legal & Engineer Fees-W	22,148	68,500	95,068	30,000	228.33%	Expense will be back-billed to customers (1 month lag)
16178 · Construction Inspection Fees-W	823	33,147	24,990	207,000	16.01%	
16180 · Contracted Services-W	8,761	28,844	26,601	69,700	41.38%	
16190 · Other Expenses-W	1,058	27,691	8,203	12,000	230.76%	Additional SCADA work
Total 41 · Water Department - Exp	261,263	1,368,386	1,543,774	4,134,800	33.09%	
42 · Wastewater Department - Exp						
16201 · Maintenance & Repairs-WW	14,184	80,916	141,251	273,000	29.64%	
16210 · Grounds Maintenance-WW	3,250	28,003	20,320	40,000	70.01%	Includes \$11.8K for tree planting at Bohls
16230 · Chemicals-WW	4,882	24,549	23,746	46,300	53.02%	
16236 · Pre-Treatment Program-WW	1,494	9,257	15,305	32,000	28.93%	
16240 · Sludge Disposal-WW	48,505	279,596	323,791	759,700	36.80%	
16260 · Utilities-WW	21,718	111,078	104,689	260,300	42.67%	
16270 · Permit Expense-WW	-	1,250	1,250	1,300	96.15%	Annual payment
16272 · Laboratory Fees-WW	2,077	12,273	45,787	74,000	16.59%	
16275 · Lease-Effluent Pond-WW	-	93,000	93,000	96,300	96.57%	Annual payment
16280 · Contracted Services-WW	-	4,274	4,950	12,300	34.75%	
16290 · Other Expense-WW	114	535	873	1,800	29.75%	
Total 42 · Wastewater Department - Exp	96,224	644,731	774,962	1,597,000	40.37%	

West Travis County Public Utility Agency
Budget to Actual Report-General Fund
February 2019 and 2019 Fiscal Year to Date with FY 2018 Comparison

	Feb 19	Oct 18 - Feb 19	Oct 17 - Feb 18	Annual Budget	% of Budget	Notes
43 · Shared Department-Exp						
17105 · Billing System & Support	10,089	43,690	41,856	224,200	19.49%	
17110 · Insurance	-	115,244	118,819	159,400	72.30%	Annual payment
17125 · Occupancy	24,380	110,667	67,575	250,000	44.27%	
17400 · Payroll Expense	227,975	1,198,525	1,117,561	2,996,700	40.00%	
17500 · Professional Services						
17501 · General Counsel	25,094	72,434	51,721	185,800	38.99%	
17502 · Litigation	28,889	59,841	32,145	250,000	23.94%	
17503 · Engineering	15,860	96,092	109,148	243,500	39.46%	
17505 · Rate Consultant	-	1,833	1,549	10,000	18.33%	
17506 · Public Relations	-	906	469	600	151.06%	
17507 · IT Support Services	3,157	17,370	17,422	41,400	41.96%	
17508 · Auditor	15,000	30,000	52,000	52,000	57.69%	Audit nearing completion
17509 · Other	-	10,248	779	21,400	47.89%	Fees for developer reimbursement reports
Total 17500 · Professional Services	88,000	288,724	265,233	804,700	35.88%	
17660 · Utilities	2,373	12,056	18,624	34,500	34.94%	
17700 · Vehicle Expense	5,656	29,231	54,948	119,700	24.42%	
17800 · Other Expenses	25,219	71,622	66,533	169,200	42.33%	
17950 · Bad Debt Expense	(10)	(2,466)	29,123	136,700	-1.80%	
Total 43 · Shared Department-Exp	383,682	1,867,293	1,780,272	4,895,100	38.15%	
50 · Capital Outlay	-	-	95,012	500,000	0.00%	
Total Expense	741,168	3,880,410	4,194,019	11,126,900	34.87%	
Net Ordinary Income	816,696	3,498,412	4,787,865	16,271,100	21.50%	
Transfers Out						
18000 · Transfer to Debt Service Fd-GOF	777,083	3,885,417	4,216,667	9,325,000	41.67%	
18010 · Transfer to Facilities Fund-GOF	194,271	971,354	1,054,167	2,331,250	41.67%	
Total Transfers Out	971,354	4,856,771	5,270,833	11,656,250	41.67%	
Net Income (Deficit)	\$ (154,658)	\$ (1,358,359)	\$ (482,968)	\$ 4,614,850		

West Travis County Public Utility Agency
Balance Sheet-All Funds
As of February 28, 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
ASSETS							
Cash & Investments							
01 · Cash & Cash Equivalents	\$ 3,485,559	\$ 837,656	\$ 903	\$ 1,437,890	\$ 96,604	\$ 13,493,329	\$ 19,351,942
02 · Investments	3,059,016	5,813,453	3,030,549	16,830,722	24,481,609	28,798,691	82,014,040
Total Cash & Investments	6,544,576	6,651,109	3,031,451	18,268,613	24,578,214	42,292,020	101,365,982
Accounts Receivable	1,742,063	-	-	-	-	-	1,742,063
Other Current Assets							
05 · Receivables-Other	26,904	-	-	-	-	-	26,904
06 · Due from Other Funds	10,758,014	1,115,979	-	-	1,541,695	904,128	14,319,817
08 · Deposits	24,461	-	-	-	-	-	24,461
Total Other Current Assets	10,809,380	1,115,979	-	-	1,541,695	904,128	14,371,182
TOTAL ASSETS	\$ 19,096,019	\$ 7,767,088	\$ 3,031,451	\$ 18,268,613	\$ 26,119,909	\$ 43,196,148	\$ 117,479,227
LIABILITIES & FUND BALANCES							
Liabilities							
Accounts Payable	\$ 944,659	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 944,659
Other Current Liabilities							
13 · Refundable Deposits	590,753	-	-	-	-	-	590,753
14 · Other Accrued Liabilities	373,474	-	-	-	-	-	373,474
15 · Due to Other Funds	3,561,857	1,735,279	-	-	8,941,467	81,213	14,319,817
Total Other Current Liabilities	4,526,084	1,735,279	-	-	8,941,467	81,213	15,284,043
Total Liabilities	5,470,743	1,735,279	-	-	8,941,467	81,213	16,228,702
Fund Balances							
20 · Fund Balances-Beginning of Year	14,983,634	5,574,628	3,008,007	17,373,166	20,559,245	39,420,687	100,919,368
Net Income (Deficit)	(1,358,359)	457,181	23,444	895,447	(3,380,803)	3,694,248	331,157
Total Fund Balances	13,625,276	6,031,809	3,031,451	18,268,613	17,178,442	43,114,935	101,250,525
TOTAL LIABILITIES & FUND BALANCES	\$ 19,096,019	\$ 7,767,088	\$ 3,031,451	\$ 18,268,613	\$ 26,119,909	\$ 43,196,148	\$ 117,479,227

West Travis County Public Utility Agency
Profit & Loss-All Funds
October 2018 through February 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
Income							
30 · Water Department-Rev	\$ 5,303,194	\$ -	\$ -	\$ -	\$ -	\$ 3,835,086	\$ 9,138,280
31 · Wastewater Department-Rev	2,048,760	-	-	-	-	597,119	2,645,879
32 · Investment Income	25,499	45,433	23,444	131,625	191,543	231,206	648,750
33 · Other Income	1,370	-	-	-	-	-	1,370
Total Income	7,378,823	45,433	23,444	131,625	191,543	4,663,411	12,434,279
Expense							
41 · Water Department - Exp	1,368,386	-	-	-	-	-	1,368,386
42 · Wastewater Department - Exp	644,731	-	-	-	-	-	644,731
43 · Shared Department-Exp	1,867,293	-	-	-	-	465	1,867,758
50 · Capital Outlay							
52 · Capital Projects Fund							
26015 · RWI/PS Expansion Ph 1-D&A	-	-	-	-	8,184	-	8,184
26020 · RWI/PS Expansion Ph 1-C	-	-	-	-	232,310	-	232,310
26025 · RW TM #2-D&A	-	-	-	-	222,940	-	222,940
26105 · SWPPS Upgrade Ph 1-D&A	-	-	-	-	3,535	-	3,535
26125 · 1340 EST-D&A	-	-	-	-	36,457	-	36,457
26130 · 1340 EST-C	-	-	-	-	792,541	-	792,541
26145 · 1340 TM-D&A	-	-	-	-	50,016	-	50,016
26150 · 1340 TM-C	-	-	-	-	1,139,722	-	1,139,722
26205 · HPR Conv & Upgrade to 1500-D&A	-	-	-	-	17,563	-	17,563
26215 · WBCPS GST 2 Upgrade Ph 2&3-D&A	-	-	-	-	41,308	-	41,308
26225 · 1080 Bee Cave TM-D&A	-	-	-	-	24,388	-	24,388
26245 · Warranty Work-1280 EST Repairs	-	-	-	-	3,900	-	3,900
26305 · WW Master Planning & Permitting	-	-	-	-	135	-	135
26315 · Bohls WWTP Expansion-D&A	-	-	-	-	21,296	-	21,296
26325 · Effluent Disposal-D&A	-	-	-	-	8,820	-	8,820
26950 · Developer Reimbursements	-	-	-	-	969,233	-	969,233
Total 52 · Capital Projects Fund	-	-	-	-	3,572,346	-	3,572,346
53 · Facilities Fund							
45025 · Uplands WTP Off/Trident Bld-D&A	-	33,532	-	-	-	-	33,532
45030 · Uplands WTP Off/Trident Bld-C	-	220,714	-	-	-	-	220,714

West Travis County Public Utility Agency
Profit & Loss-All Funds
October 2018 through February 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
45035 · Tank & PS Repainting-D&A	-	23,873	-	-	-	-	23,873
45040 · Tank & PS Repainting-C	-	116,691	-	-	-	-	116,691
45105 · SCADA	-	47,690	-	-	-	-	47,690
45125 · Meter Purchases	-	6,686	-	-	-	-	6,686
45130 · Automated Metering Proj-Install	-	32,243	-	-	-	-	32,243
45300 · Wastewater System Large M&R	-	28,368	-	-	-	-	28,368
45500 · Mobile Equipment	-	49,810	-	-	-	-	49,810
Total 53 · Facilities Fund	-	559,606	-	-	-	-	559,606
Total 50 · Capital Outlay	-	559,606	-	-	3,572,346	-	4,131,952
55 · Debt Service	-	-	-	4,090,294	-	-	4,090,294
Total Expense	3,880,410	559,606	-	4,090,294	3,572,346	465	12,103,122
Net Ordinary Income (Deficit)	3,498,412	(514,173)	23,444	(3,958,669)	(3,380,803)	4,662,946	331,157
Transfers In (Out)							
Transfers In	-	971,354	-	4,854,115	-	-	5,825,470
Transfers Out	4,856,771	-	-	-	-	968,699	5,825,470
Net Transfers In (Out)	(4,856,771)	971,354	-	4,854,115	-	(968,699)	-
Net Income (Deficit)	\$ (1,358,359)	\$ 457,181	\$ 23,444	\$ 895,447	\$ (3,380,803)	\$ 3,694,248	\$ 331,157

FY 2020 BUDGET & RATE PLANNING CALENDAR

Updated: 3/15/19

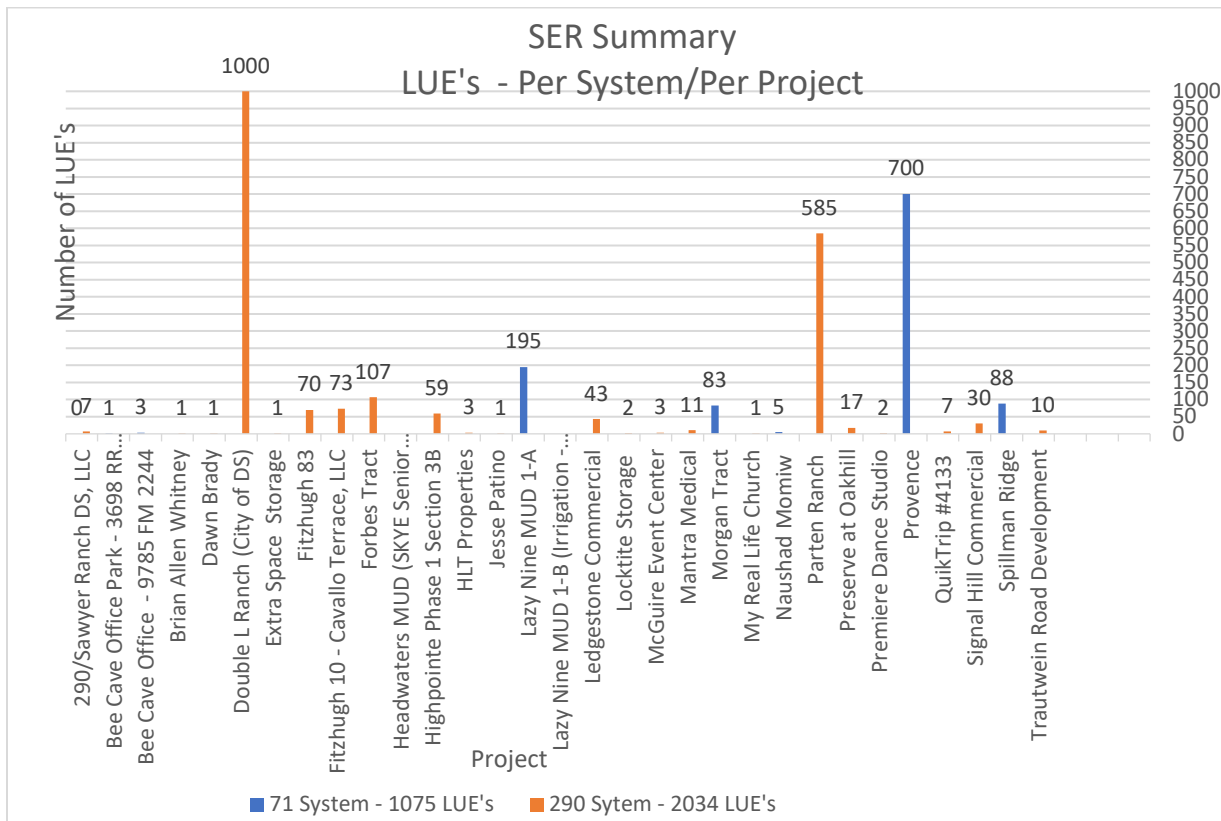
MARCH 21, 2019
Board to consider authorizing the sale and delivery of bonds for final LCRA installment payment and capital projects (approx \$16.290M).
APRIL 24-MAY 1, 2019
Bond proceeds are received and final equity payment made to LCRA.
JUNE 15, 2019
Draft rates provided to wholesale customers (must be 60 days prior to Board consideration).
JUNE 20, 2019
Call Public Hearing for Board consideration of rate changes for August 15, 2019
JUNE 24-28, 2019
FY20 Budget Work Session with Finance Committee: 1 Review of historical expenses. 2 Review of staff proposals for budget adjustments. 3 Review potential impact to customer rates as a result of proposed budget adjustments. 4 Review final rate study and recommendations. 5 Receive Finance Committee direction.
JULY 15, 2019
Publish Public Hearing Notice on Board consideration of rate changes.
JULY 18, 2019
Draft budgets presented to Board for General Operating Fund, Facilities Fund, Rate Stabilization Fund, Debt Service Fund, Impact Fee Fund and Capital Projects Fund.
Draft budget provided to wholesale customers (must be 60 days prior to Board consideration).
AUGUST 15, 2019
Draft budgets presented to Board for General Operating Fund, Facilities Fund, Rate Stabilization Fund, Debt Service Fund, Impact Fee Fund and Capital Projects Fund.
Public Hearing on rate changes.
Board to consider adoption of retail and wholesale rates.
Notice of revised rates to be sent to wholesale customers (must be 30 days prior to effective date).
SEPTEMBER 19, 2019
Board to consider adoption of final budgets for all funds.
OCTOBER 1, 2019
FY20 budgets become effective.
New retail and wholesale rates become effective.

ITEM C

PROJECT STATUS UPDATE
BOARD MEETING – MARCH 21, 2019
Page 1 of 7

SER UPDATE(S):

SER's	290 System	71 System
New:	4	1
Under Engineering Review:	3	0
Pending Applicant Action:	14	7
Construction:	7	5
Close-Out:	1	3



NEW:

- Brian Allen Whitney (290-19-006 – 1 LUE) – 14029 N. Green Hills Loop
 - Service Extension Received – 02.26.19
 - Service Availability Letter Pending
- Headwaters MUD – SKYE Headwaters Senior Living LUE conversion determination
- HLT Properties (290-19-005 - 3 LUE's) – 3992 Hwy 290
 - Service Extension Received – 02.27.19
 - Service Availability Letter Pending

SER UPDATE(S): (Con't)

NEW (con't):

- Lazy MUD 1B – Irrigation LUE Conversion Determination – Sweetwater Commercial Lot 5
- McGuire Event Center (290-19-007 - 3 LUE's) – 10700 Signal Hill Road
 - o Service Extension Received – 03.01.19
 - o Service Availability Letter Pending

UNDER ENGINEERING REVIEW:

- Double L Ranch (290-19-001 – 1,000 LUE's)
 - o Service Extension Received – 01.26.19
 - o System Evaluation Proposal – Murfee Engineering
- Signal Hill Commercial (30 LUE's – 290 System) – 14155 W US Hwy 290
 - o Service Extension Request 12.10.18
 - o Service Availability Letter, January Board
 - o NSSA, March Board Approval
- Trautwein Road Development (290-19-003 – 10 LUE's) – 14150 Trautwein Road
 - o Service Extension Received 01.09.19
 - o Applicant to determine proposed development

PENDING APPLICANT ACTION:

- 290/Sawyer Ranch DS LLC (7 LUE's – 290 System) – Lot 1 Block 1
 - o Service Extension Received – 10.17.18
 - o Service Availability Letter Issued – 01.15.19
 - o NSSA due 04.15.19
- Bee Cave Office Park (WW) – 3698 RR 620 South
 - o Service Extension Received – 09.26.18
 - o Service Availability Letter Issued – 11.30.18
 - o NSSA Fully Executed – 01.22.19
- Bee Cave Office – (71-19-001 - 3 LUE's) - 9785 FM 2244
 - o Service Extension Received – 01.10.19
 - o Service Availability Letter Issues – 01.29.19
 - o NSSA due 04.29.19

PENDING APPLICANT ACTION (con't):

- Dawn Brady Morris (290-19-002 – 1 LUE) – 10111 Davy Crockett Drive
 - o Service Extension Received – 01.10.19
 - o Service Availability Letter Issued – 02.22.19
 - o Executed Service Availability Letter due – 04.23.19
- Extra Space Storage (1 LUE – 290 System) – 14001 W US 290:
 - o Service Extension Received – 09.17.18
 - o Service Availability Letter Issued – 10.17.18
 - o Executed NSSA due – 03.18.19
- Forbes Tract (107 LUE's – 290 System) – 14500 FM 1826:
 - o Service Extension Request received 07.30.18
 - o Service Extension Request Approval, November Board
 - o Non-Standard Service Agreement, December Board
 - o NSSA fully executed, Feb. 2019
 - o Construction Plan Submittal Pending
- Fitzhugh 10 – Cavallo Terrace, LLC (5 LUE's – 290 System)
 - o Service Extension Request received – 04.23.18
 - o Service Availability Letter issued – 10.01.18
 - o NSSA Fully Executed NSSA, 02.08.19
- Fitzhugh 83 (73 LUE's – 290 System) – 11070 Fitzhugh Road
 - o Service Extension Received – 10.27.17
 - o Service Extension Request, Board Approval, December 2017 Board
 - o NSSA Board Approval, June 2018 Board
 - o Construction Plan Submittal pending
 - o NSSA Fully Executed, 02.23.18
- Highpointe Phase I, Section 3B (59 LUE's – 290 System) – Sawyer Ranch Road/Cool Springs Way
 - o Service Extension Received – 09.24.18
 - o Service Availability Letter issued – N/A - LCRA UFAA Agreement
 - o Executed NSSA due – N/A – LCRA UFAA Agreement
 - o Construction Plan Review Complete, comments provided 11.28.18
 - o Resubmittal Pending

**ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – MARCH 21, 2019
Page 4 of 7**

SER UPDATE(S): (Con't)

PENDING APPLICANT ACTION (con't):

- Jesse Patino (1 LUE – 290 System) – 10603 Spring Valley Road
 - o Service Extension Received – 12.20.18

- Service Availability Letter Issued 01.07.19
 - Executed Service Availability Letter due 03.08.19
- Lazy Nine MUD 1-A (Increase 195 LUE's – 71 System):
 - Amendment documents in progress
 - Board Approval, February Board
- Ledge Stone Commercial (43 LUE's – 290 System):
 - Service Extension Request Received – 12.11.18
 - Service Extension Request, January Board Approval
 - NSSA Board Approval, February Board
 - Construction Plan Review 1st Round provided – 02.22.19
- Locktite Storage (2 LUE's – 290 System) – 2894 E Hwy 290
 - Service Extension Request Received 04.20.18
 - Project placed on hold per Applicant
 - Service Availability Letter Issued – 10.17.18
 - Executed NSSA Due – 01.17.19
 - Construction Plan Submittal Pending
- Mantra Medical (11 LUE's – 290 System) – 12316 FM Road 1826
 - Service Extension Request Received – 02.27.18
 - Service Extension Request, Board Approval, May 2018 Board
 - NSSA Board Approval, October 2018 Board
 - NSSA Pending Execution by Applicant
 - Construction Plans Submittal received, plans reviewed, comments provided
 - Resubmittal Pending
 - NSSA Follow-up Letter issued 02.26.19
- My Real Life Church (1 LUE – 290 System) – 13701 FM 1826
 - Service Extension Received - 08.02.18
 - Service Availability Letter Issued – 09.25.18
 - Executed NSSA Due – 12.25.18
 - Construction Plan Submittal Pending
 - NSSA Follow-up Letter issued 02.20.19

ENGINEERING PROJECT STATUS UPDATE

BOARD MEETING – MARCH 21, 2019

Page 5 of 7

SER UPDATE(S): (Con't)

PENDING APPLICANT ACTION (con't):

- Morgan Tract (83 LUE's – 71 System) – 3595 S. RR 620
 - Service Extension Received - 02.06.18
 - Service Extension Request, Board Approval, March 2018 Board
 - CCN Agreement w/WCID17 Pending
 - NSSA Execution Pending

- Construction Plan Submittal Pending
- Naushad Momiw (5 LUE's – 71 System) – 17499 Hamilton Pool Road
 - Service Extension Received – 12.06.18
 - Service Availability Letter Issued – 01.07.19
 - NSSA due 04.07.19
- Preserve at Oakhill (17 LUE's – 290 System) – 10304 Circle Drive:
 - Construction Plan Review Complete
 - CCN Transfer completed
 - Construction Plan Submittal Pending
- Premiere Dance Studio (2 LUE's - 290 System) – 13834 Sawyer Ranch Road
 - Service Extension Received – 11.19.18
 - Service Availability Letter Issued – 01.18.19
 - NSSA due – 04.18.19
- Provence Phase 1, Section 2 (700 LUE's – 71 System)
 - Construction Plans Received 11.06.18
 - Construction Plan Review complete, comments provided 11.26.18
 - Construction Plan Resubmittal Pending
- QuikTrip #4133 (7 LUE's – 290 System) – 290/Sawyer Ranch Road
 - Service Extension Received – 06.05.18
 - Service Availability Letter Issued – 06.07.18
 - NSSA Executed 09.27.18
 - Construction Plan submittal pending
- Spillman Ridge (88 LUE's – 71 System) – W SH 71
 - Service Extension Received – 02.21.18
 - Service Extension, Board Approval, September 2018 Board
 - NSSA Execution, November 2018 Board
 - Construction Plan submittal pending

**ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – MARCH 21, 2019
Page 6 of 7**

SER UPDATE(S): (Con't)

UNDER CONSTRUCTION:

- Allstor (1 LUE -71 System) – 9021 FM 2244
- Animal Care Center – 71 System
- Anthem at Ledgestone Apartments – 290 System
- Code Ranch – 290 System
- Highpointe Phase I, Section 3A – 290 System
- Highpointe Phase 2, Section 2B (Revised Construction Plans) (50 LUE's - 290 System):
 - Previously reviewed and approved during 2014 however not Constructed
 - Complete, signed off on plans (revision)

- Juniper Trace – 71 System
- Lake Travis Fire Rescue – 71 System
- LedgeStone Independent Living Phase II – 290 System
- Parten Ranch (585 LUE's – 290 System)
- Provence Phase 1, Section I (700 LUE's – 71 System)
- Rutherford West, Section 5 – 290 System

CLOSE-OUTS:

- Animal Care Center
 - Verifying/confirming pending close-out documents
 - NSSA needed
 - On-going coordination with Point-of-Contact on the needed close-out documents, etc
- Code Ranch
 - Verifying/confirming pending close-out documents
 - On-going coordination with Point-of-Contact on the pending close-out documents, etc.
- Signal Hill (Grumbles Tract – 4UT Investments, LLC)
 - Verifying/confirming pending close-out documents
 - On-going coordination with Point-of-Contact on the pending close-out documents, etc.
- Spillman Ranch Phase 1, Section 10
 - Close-Out Submittal Received, 02.12.19

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – MARCH 21, 2019
Page 7 of 7

CIP:

CP&Y:

- Tank and Pump Station Coating Improvements
 - o CFG Industries - \$654,500.00
 - o Construction In-Progress, Construction Progress Meetings on-going
 - o Substantial Completion, 01.22.19
 - o Change Order 1 – (\$35,900.00) – Add - \$8.1K; Deduct - \$44K – SW Site
 - o Change Order 2 - \$93,582.00 – Additional Tank Repairs; additional days – 12
 - o Change Order 3 - \$127K – Home Depot Tank Repairs; additional days – 40
 - o Change Orders 1-3 represent a 28.22 percent increase to the original contract.
 - o Change Order 4 – Weather Delays – 55 days
 - o Project final walk-through coordination on-going
- Uplands WTP and HS Pump Station Painting Improvements
 - o Travis Industries - \$449,900.00
 - o Bid Opening held 09.06.18
 - o Pre-Construction Meeting held on 11.01.18
 - o Notice to Proceed Issued 11.01.18
 - o Substantial Completion 04.01.19
 - o Final Completion 05.01.19
 - o Construction In-Progress, Construction Progress Meetings on-going
 - o Contractor anticipating completion, March 23.
 - o Project final walk-through coordination on-going
- Effluent Line (Park at Bee Cave)
 - o On-Hold



Partners for a Better Quality of Life

March 10, 2019

Mr. Robert Pugh, General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

Re: WTCPUA Project Status Summary – March 2019 – Project Nos. 23008 & 1800076

Dear Rob:

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

1. Tank & Pump Station Recoating Project (eight locations) – The contractor is scheduled to complete painting on the final 500,000-gallon County Line GST exterior, in March. Building repairs at the SW Pump Station and County Line PS are also scheduled for completion in March. A final walk-through of the project sites will be conducted with the PUA staff once the contractor completes the work and we will issue the substantial completion certificate once the work is accepted.
2. Uplands WTP & High Service Pump Station Renovations – Travis Industries is scheduled to complete work on the Trident Building by March 23. Work on the high service pump station is complete. A final walk-through of the project will be conducted with the PUA staff once the contractor completes the remaining work and we will issue the substantial completion certificate once the work is accepted.

Thank you and should you have any questions please call me at 254-772-9272 or at swetzel@cpyi.com with written communications.

Sincerely,

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

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

Cc: File 23008 & WTCP1800076



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: March 14th, 2019

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

FROM: Dennis Lozano, P.E.

RE: Capital Improvements Plan Projects Update – March 2019

CC: Robert Pugh, P.E. – WTCPUA General Manager

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

A draft of the contract documents has been prepared and is under review. Preparation of a site plan application package for submittal to the City of Bee Cave, TxDOT, and Travis County is complete and under review. A meeting was conducted with the Lake Pointe HOA recommended arborist to discuss tree pruning and protection. The construction schedule has been revised to begin in October of this year owing to delays in easement procurement and the requirements of the USFWS 10(a) permit.

Wastewater Permit Major Amendment

The Major Amendment Application is currently in technical review. In a recent inquiry into the status of the permit the permit writer indicated that he is preparing the draft permit, indicating that TCEQ internal technical review is likely complete. A request for Board approval of an amendment to the engineering services agreement for additional, unanticipated costs is forthcoming once we have a clearer picture of the administrative path to the permit.

Beneficial Water Recycling Project

The complete source water characterization has been submitted to TCEQ. Development of the pilot protocol is ongoing. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and

equipment.

1340 Transmission Main

Installation of bore encasements is complete and all trenching operations are complete. All known utility conflicts have been resolved and the contractor has installed approximately 8,100 linear feet of pipe and three of the four tie-ins. A significant portion of testing has been completed and substantial completions is anticipated for the week of March 18th. Restoration efforts have begun and are being coordinated with landowners. The operations integration plan has been discussed with WTCPUA staff in the context of the larger pressure plane changing project and work will be ongoing as the phases of the changes are rolled out and tested incrementally.

1340 Elevated Storage Tank

The bowl of the tank was hoisted February 13th. Yard piping work is being completed in anticipation of the tie-in. Substantial completion of the EST will follow the 1340 Transmission Main by a couple of weeks, providing the necessary synchronization to put both facilities in operation together.

Bohls WWTP Expansion Design

The approvals process with the City of Bee Cave and Lake Travis Fire Rescue is ongoing. We are currently working toward Planning and Zoning Commission and City Council approvals. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Southwest Parkway Pump Station Expansion

Coordination with the LCRA and The Nature Conservancy (TNC) is ongoing and we are in the process of securing documentation to provide to the City of Austin that TNC 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. An appraisal for the easement has been procured and provided to TNC as well as a survey description of the property. A conference call to discuss the terms of an easement agreement was held with TNC and a draft agreement provided by them for review.

1080 Transmission Main

Conversations with landowners are ongoing regarding Rights of Entry (RoE). A significant portion of the survey has been completed for that portion of the alignment where RoE is in place. More in-depth subsurface utility information gathering is underway and additional field work and survey is pending resolution of some RoE and easement questions.

West Bee Cave Pump Station Ground Storage Tank No. 2

The project will bid March 28th. We anticipate bringing a recommendation for award to the Board at the April regular meeting.

1240 Conversion at the County Line Pump Station

We have completed review of the available information and determined that the yard piping as constructed is not reflected in any of the records we have access to. For this project and future projects

on this site (e.g., 1340 Pump Station Expansion), accurate records and understanding of the yard piping is a prerequisite. We have requested that WTCPUA operations staff conduct potholing on site a locations as directed to gain further information about the yard piping and await completion of that work to move the project forward.

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	Design	\$350,707	N/A	N/A	95%	Q1 2019	Q2 2020
	Construction	\$5.0M	N/A	N/A	0%	Q2 2020	Q2 2020
Wastewater Permit Major Amendment	Technical Review	\$51,000	\$99,000	\$150,000	99%	Q4 2018	2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	\$356,750	30%	Q3 2019	Q3 2020
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	90%	Q2 2020	Q2 2020
1340 Transmission Main	Construction	\$2,313,549	\$19,231.66	N/A	75%	Q1 2019	Q1 2019
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	80%	Q1 2019	Q1 2019
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	75%	Q4 2019	Q4 2020
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q2 2019	Q4 2019
West Bee Cave PS GST 2	Construction	\$-	N/A	\$-	0%	Q3 2019	Q3 2019
1240 Conversion at CLPS	Design	\$5,120	N/A	\$5,210	10%	Q2 2019	Q1 2019

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



County Line Pump Station 1340 EST Site



County Line Pump Station 1340 EST Detail



1340 Transmission Main Pipe Laying at CLPS Site



Travis County MUD 22 EST Site

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

Bee Cave Parkway 13215

Building B, Suite 110

Bee Cave, Texas 78738

Office: 512/263-0100

Fax: 512/263-2289

wtcpua.org

Operations Report

March 13, 2019

Executive Summary

Continue to work with Engineering to successfully complete capital and maintenance projects on time and within budget.

Critical Issues

New effluent pump irrigation system at Bohls WWTP is nearly complete. The new irrigation system will be set to run independently and will not affect plant process water or hydro-tank pressure. This will allow greater flexibility for onsite irrigation disposal at Bohls WWTP.

Four new ACH chemical pumps were purchased for the water treatment plant. The new pumps are better sized to manage actual plant flow and will help stabilize disinfection process control.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of February 2019. 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	4.780 MGD
AVG Treated Water	4.556 MGD
PEAK Treated Water	5.168 MGD
AVG CFE Turbidity	0.10 NTU
AVG Chlorine	2.93 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.382 MGD	0.675 MGD
MAX Flow	0.623 MGD	
AVG BOD	2.25 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.11 mg/l	2 mg/L
AVG Turbidity	2.16 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.228 MGD	0.325 MGD
MAX Flow	0.336 MGD	
AVG BOD	2.63 mg/l	5 mg/L
AVG Fec.Coli	1.25 mg/l	20 mg/L
AVG NH3	0.11 mg/l	2 mg/L
AVG Turbidity	2.53 mg/l	3 mg/L

Other Performance Measures

During the month of February 299,000 gallons were flushed through various fire hydrants. Routing flushing moves water through the system and helps improve water quality.

2 new auto flushers were purchased. There are 9 auto flushers located throughout the system. Flushers are set to run at non-peak hours to minimize customer concerns of running water.

Public Relations

The MUD 22 EST tie in was completed March 1st. Public was notified through Constant Contact email. Signs were also created and posted at the entrances to the affect subdivision stating, "due to water system improvements water will be temporarily interrupted March 1st between 10 a.m. and 3 p.m." Sign are variable and can be reused to advise customers of future interruptions.

Safety Performance

There were zero reportable injuries for the month of February 2019.

Safety topic(s) this month:

- Shop Safety
- Gas Cylinder Safety
- Machine Guarding Safety

Personnel

John DeLeon was hired through Aerotek on February 18th to fill the Crew Leader vacancy. All 21 positions in Operations Department are filled.

Miscellaneous

- New ice machine was purchased for \$4,800 for Water Treatment Plant. \$3,200 annual lease agreement with Ice Works was canceled.
- Replaced 2 PRV's on Crystal Creek and Bee Cave Rd. All PRV's will be inspected this month. An updated PRV list will be provided next board meeting.
- Received 2 new pickup trucks from Caldwell Ford February 27th. Unit 001 and 005 will be scheduled for salvage.
- Annual tank inspections were completed on March 4th. Inspection were performed by US Underwater.
- Water Use Survey submitted to TWDB February 27th, due March 1st.
- Texas Tier II submitted to TCEQ February 18th, due March 1st.

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 financial statements.*



Summary of Retail Billed Revenues Water Utility

Bee Cave District	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
	1/11-2/9	2/10-3/9	3/10-4/10	4/11-5/10	5/11-6/11	6/12-7/11	7/12-8/10	8/11-9/10	9/11-10/11	10/12-11/9	11/10-12/10	12/11-1/9	
Commercial Water	\$ 24,449	\$ 22,517	\$ 28,570	\$ 26,598	\$ 34,887	\$ 37,406	\$ 34,081	\$ 33,985	\$ 26,971	\$ 21,188	\$ 19,923	\$ 24,588	\$ 335,164
Commercial Base Water	24,408	24,431	24,455	24,418	24,371	24,257	24,257	24,244	23,998	23,637	23,631	23,902	\$ 290,008
Fire Hydrant Water	9,900	10,508	12,713	3,552	4,178	2,284	11,682	13,334	2,820	2,559	3,538	3,430	\$ 80,496
Multi Use Water	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	51,203	\$ 618,030
Residential Base Water	123,023	123,270	124,543	126,684	128,166	128,315	128,611	128,947	128,834	129,350	129,873	129,771	\$ 1,529,386
Residential Water	128,794	102,210	190,478	273,805	413,564	561,914	564,124	455,750	188,889	117,628	124,422	117,960	\$ 3,239,538
Irrigation Water	23,130	23,122	27,954	42,888	97,319	179,824	141,925	147,071	98,723	44,451	28,404	22,111	\$ 876,921
TOTALS	\$ 383,846	\$ 352,026	\$ 456,339	\$ 548,224	\$ 754,169	\$ 989,036	\$ 959,617	\$ 854,198	\$ 525,422	\$ 390,848	\$ 382,853	\$ 372,965	\$ 6,969,543

Bee Cave South	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
	2/1-3/1	3/2-3/29	3/30-4/30	5/1-5/31	6/1-6/29	6/30-7/30	7/31-8/30	8/31-10/1	10/2-10/29	10/30-11/28	11/29-12/31	1/1-1/30	
Commercial Water	\$ 23,419	\$ 22,285	\$ 26,524	\$ 29,527	\$ 22,280	\$ 25,865	\$ 30,677	\$ 24,774	\$ 19,815	\$ 23,432	\$ 22,954	\$ 24,763	\$ 296,316
Commercial Base Water	7,026	7,109	7,222	7,235	7,232	7,232	6,980	7,232	7,232	7,232	7,267	7,344	\$ 86,346
Fire Hydrant Water	2,411	5,601	5,601	6,676	14,054	16,459	14,916	3,819	2,573	3,225	3,213	3,019	\$ 81,567
Residential Base Water	75,764	75,865	75,902	75,955	75,988	76,228	76,425	76,539	76,650	77,227	77,548	77,682	\$ 917,774
Residential Water	55,708	69,080	94,908	119,386	182,351	191,340	244,567	95,139	56,985	66,769	59,714	62,231	\$ 1,298,179
TOTALS	\$ 164,328	\$ 179,941	\$ 210,158	\$ 238,778	\$ 301,905	\$ 317,124	\$ 373,566	\$ 207,503	\$ 163,256	\$ 177,886	\$ 170,696	\$ 175,040	\$ 2,680,182

Homestead / Meadow Fox	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
	1/18-2/16	2/17-3/19	3/20-4/18	4/19-5/18	5/19-6/19	6/20-7/19	7/20-8/17	8/18-9/18	9/19-10/18	10/19-11/19	11/20-12/19	12/20-1/22	
Residential Base Water	\$ 6,957	\$ 6,932	\$ 6,915	\$ 6,944	\$ 6,955	\$ 6,898	\$ 6,900	\$ 6,905	\$ 6,903	\$ 6,910	\$ 6,957	\$ 6,964	\$ 83,140
Residential Water	5,203	7,054	7,478	8,535	16,902	16,164	19,958	13,284	6,295	6,056	6,176	6,566	\$ 119,672
TOTALS	\$ 12,160	\$ 13,985	\$ 14,393	\$ 15,480	\$ 23,857	\$ 23,063	\$ 26,858	\$ 20,190	\$ 13,198	\$ 12,966	\$ 13,132	\$ 13,530	\$ 202,812

290 / HPR	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
	1/20-2/20	2/21-3/21	3/22-4/20	4/21-5/22	5/23-6/21	6/22-7/20	7/21-8/20	8/21-9/19	9/20-10/19	10/20-11/20	11/21-12/20	12/21-1/22	
Commercial Water	\$ 3,537	\$ 3,670	\$ 3,380	\$ 3,814	\$ 7,150	\$ 4,103	\$ 4,474	\$ 7,314	\$ 3,634	\$ 3,991	\$ 3,489	\$ 2,495	\$ 51,051
Commercial Base Water	2,509	2,509	2,524	2,550	2,705	2,713	2,960	2,969	3,216	3,526	3,270	3,240	\$ 34,691
Fire Hydrant Water	3,550	7,701	12,312	16,095	43,052	23,354	14,525	4,514	2,415	2,930	6,482	2,504	\$ 139,433
Residential Base Water	118,121	118,991	119,896	120,850	121,447	122,317	123,740	124,728	125,437	126,195	126,863	127,530	\$ 1,476,117
Residential Water	94,224	111,789	196,602	262,673	409,262	381,734	494,517	356,261	144,342	99,151	110,107	92,073	\$ 2,752,736
Irrigation Water	2,354	6,588	16,331	30,735	45,036	45,268	66,865	52,600	5,152	4,814	10,343	2,027	\$ 288,113
TOTALS	\$ 224,295	\$ 251,249	\$ 351,046	\$ 436,717	\$ 628,651	\$ 579,489	\$ 707,082	\$ 548,386	\$ 284,197	\$ 240,606	\$ 260,554	\$ 229,868	\$ 4,742,140

GRAND TOTALS	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Commercial Water	\$ 51,405	\$ 48,473	\$ 58,474	\$ 59,939	\$ 64,318	\$ 67,374	\$ 69,232	\$ 66,073	\$ 50,421	\$ 48,612	\$ 46,365	\$ 51,846	\$ 682,531
Commercial Base Water	33,943	34,048	34,202	34,203	34,308	34,202	34,197	34,445	34,446	34,394	34,169	34,486	\$ 411,044
Fire Hydrant Water	15,861	23,811	30,626	26,322	61,284	42,096	41,123	21,667	7,809	8,714	13,232	8,953	\$ 301,497
Multi Use Water	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	51,203	\$ 618,030
Residential Base Water	323,865	325,057	327,257	330,433	332,556	333,759	335,676	337,120	337,823	339,682	341,240	341,948	\$ 4,006,416
Residential Water	283,929	290,133	489,467	664,399	1,022,079	1,151,152	1,323,166	920,434	396,512	289,605	300,419	278,830	\$ 7,410,126
Irrigation Water	25,484	29,710	44,285	73,623	142,355	225,092	208,790	199,672	103,874	49,264	38,747	24,138	\$ 1,165,034
TOTALS	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 1,239,199	\$ 1,708,583	\$ 1,908,711	\$ 2,067,122	\$ 1,630,277	\$ 986,073	\$ 822,307	\$ 827,235	\$ 791,403	\$ 14,594,677



Summary of Retail Billed Revenues
Wastewater Utility

Bee Cave District	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Commercial Sewer	\$ 52,217	\$ 58,377	\$ 59,069	\$ 59,589	\$ 63,449	\$ 64,994	\$ 67,211	\$ 62,275	\$ 59,904	\$ 54,358	\$ 53,263	\$ 56,830	\$ 711,536
Multi Use Sewer	63,732	59,408	61,148	63,916	65,382	68,808	68,792	64,606	69,067	65,926	66,749	65,025	\$ 782,558
Grinder Surcharge	1,000	998	1,000	997	975	962	975	975	975	975	971	968	\$ 11,770
Residential Sewer	190,646	182,804	204,255	207,389	213,103	216,694	217,627	216,118	200,002	190,131	192,156	189,289	\$ 2,420,216
TOTALS	\$ 307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$ 343,974	\$ 329,948	\$ 311,390	\$ 313,140	\$ 312,112	\$ 3,926,080



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
Bee Cave	\$ 10,300	\$ 10,402	\$ 9,357	\$ 10,392	\$ 15,972	\$ 14,959	\$ 9,132	\$ 6,919	\$ 5,005	\$ 4,076	\$ 9,417	\$ 11,873
Bee Cave South	1,329	2,041	1,803	2,601	2,955	2,986	1,627	654	2,881	3,372	3,954	2,444
Homestead / Meadow Fox	4,339	4,508	4,477	4,472	4,504	4,569	4,444	4,400	4,354	4,471	4,552	4,611
290 / HPR	2,944	3,313	4,014	4,915	6,175	6,525	5,557	3,730	2,310	5,663	4,429	5,421
TOTALS	\$ 18,913	\$ 20,264	\$ 19,651	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$ 15,703	\$ 14,550	\$ 17,582	\$ 22,352	\$ 24,349



Summary of Retail Billed Revenues
NON PUA Revenue

Hays MUD 4	February	March	April	May	June	July	August	September	October	November	December	January
Sewer	\$ 7,321	\$ 7,810	\$ 7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$ 8,275	\$ 7,940	\$ 7,568	\$ 7,643	\$ 7,235	\$ 7,377
TOTALS	\$ 7,321	\$ 7,810	\$ 7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$ 8,275	\$ 7,940	\$ 7,568	\$ 7,643	\$ 7,235	\$ 7,377

TC MUD 16	February	March	April	May	June	July	August	September	October	November	December	January
Sewer	\$ 23,708	\$ 25,055	\$ 26,669	\$ 26,829	\$ 27,598	\$ 27,365	\$ 27,854	\$ 27,740	\$ 25,318	\$ 23,801	\$ 24,299	\$ 23,630
TOTALS	\$ 23,708	\$ 25,055	\$ 26,669	\$ 26,829	\$ 27,598	\$ 27,365	\$ 27,854	\$ 27,740	\$ 25,318	\$ 23,801	\$ 24,299	\$ 23,630



Summit Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	February	March	April	May	June	July	August	September	October	November	December	January
	2/16-3/15	3/16-4/15	4/15-5/15	5/16-6/15	6/16-7/15	7/16-8/15	8/16-9/15	9/16-10/15	10/16-11/15	11/16-12/14	12/15-1/14	12/15-1/15
Barton Creek West	\$ 18,943	\$ 27,024	\$ 28,328	\$ 37,922	\$ 41,791	\$ 42,274	\$ 39,532	\$ 24,445	\$ 20,334	\$ 19,844	\$ 21,210	\$ 20,241
Headwaters	16,272	16,947	17,931	19,979	20,989	22,695	21,324	17,500	17,468	17,498	\$ 16,418	\$ 16,652
City of Dripping Springs (Blue E	2,590	432	432	432	432	432	432	434	432	432	\$ 432	\$ 432
Crystal Mountain HOA	3,677	4,745	4,805	6,105	6,480	6,617	6,098	4,185	3,713	3,828	\$ 3,674	\$ 4,334
Deer Creek Ranch	12,914	15,296	16,699	19,348	19,735	22,503	19,733	14,362	14,733	14,087	\$ 13,598	\$ 14,016
Dripping Springs WSC	38,307	49,405	45,689	45,837	50,386	60,636	53,875	33,993	23,567	40,631	\$ 38,216	\$ 38,097
Eanes ISD	1,162	1,801	1,565	1,748	1,497	1,906	1,876	1,454	1,165	1,169	\$ 1,019	\$ 1,129
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Hays WCID 1	30,532	37,760	42,558	50,137	50,218	58,672	52,805	36,584	36,220	35,250	\$ 30,672	\$ 30,279
Hays WCID 2	26,810	34,552	39,140	44,617	46,831	56,005	51,631	33,171	21,860	37,785	\$ 28,270	\$ 28,489
Hudson	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Lazy Nine 1A	21,995	30,219	31,624	34,221	35,318	39,560	38,874	51,339	24,259	23,853	\$ 22,630	\$ 22,668
Masonwood	6,702	20,241	13,980	16,679	17,457	21,289	19,295	9,887	12,756	9,832	\$ 9,766	\$ 9,437
Reunion Ranch	9,723	13,750	19,303	22,418	22,501	27,417	24,191	12,481	11,383	10,285	\$ 10,370	\$ 11,009
Senna Hills	12,557	15,545	18,375	21,631	22,247	25,033	21,663	14,409	13,233	12,794	\$ 12,630	\$ 12,394
Travis County MUD 12	43,770	52,476	57,884	62,243	61,295	67,766	60,776	47,474	43,030	42,428	\$ 41,084	\$ 41,345
TOTALS	\$ 245,955	\$ 320,191	\$ 338,314	\$ 383,319	\$ 397,175	\$ 452,805	\$ 412,107	\$ 301,719	\$ 244,152	\$ 269,715	\$ 249,989	\$ 250,523

Wholesale Wastewater

Revenue	February	March	April	May	June	July	August	September	October	November	December	January
Masonwood Wastewater	\$ 23,976	\$ 26,344	\$ 24,602	\$ 23,212	\$ 26,841	\$ 26,313	\$ 28,506	\$ 28,804	\$ 28,621	\$ 28,552	\$ 28,621	\$ 32,372
WCID 17 Wastewater	30,314	33,156	31,401	31,995	32,075	30,635	32,446	32,013	31,982	31,117	32,841	31,970
TOTALS	\$ 54,289	\$ 59,500	\$ 56,003	\$ 55,206	\$ 58,915	\$ 56,948	\$ 60,952	\$ 60,817	\$ 60,603	\$ 59,669	\$ 61,462	\$ 64,342

Effluent/Raw Water/Raw Water Delivery

Revenue	February	March	April	May	June	July	August	September	October	November	December	January
Brinker Texas (Chilis) Effluent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCNG Effluent / Raw	-	-	14,884	28,991	32,287	44,567	31,414	4,850	-	-	-	-
Connell Falconhead Apts	-	-	3,921	4,669	4,636	3,736	3,272	1,525	-	-	-	-
FalconHead HOA (Spillman) Ef	-	-	6,413	5,474	7,325	6,590	6,607	4,863	-	-	-	-
Fire Phoenix (Falconhead Golf	-	-	24,994	43,615	10,849	46,464	23,676	19,733	-	-	-	-
First Star Bank Effluent	-	-	16	29	21	8	8	-	-	-	-	-
Lake Travis ISD Effluent / Raw	119	53	551	251	427	571	1,944	353	1,792	1,147	1,060	1,175
WTCMUD3 Raw Water Deliver	-	512	976	1,000	1,511	2,014	499	-	-	-	-	-
Embrey Partners (Estates at Be	-	-	1,163	312	1,940	234	473	826	-	-	-	-
Ash Creek Homes (Wildwood)	-	-	1,517	1,529	1,270	2,129	1,771	744	-	-	-	-
Lakeway Dermatology	-	-	251	403	526	534	321	53	-	-	-	-
PFP Falconhead Retail, LLC.	-	-	1,311	1,492	933	1,241	1,311	201	-	-	-	-
TOTALS	\$ 119	\$ 565	\$ 55,997	\$ 87,764	\$ 61,725	\$ 108,089	\$ 71,295	\$ 33,150	\$ 1,792	\$ 1,147	\$ 1,060	\$ 1,175

GRAND TOTAL	\$ 300,363	\$ 380,257	\$ 450,314	\$ 526,289	\$ 517,815	\$ 617,842	\$ 544,354	\$ 395,685	\$ 306,547	\$ 330,531	\$ 312,512	\$ 316,040



Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Retail Water	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 1,239,199	\$ 1,708,583	\$ 1,908,711	\$ 2,067,122	\$ 1,630,277	\$ 986,073	\$ 822,307	\$ 827,235	\$ 791,403	\$ 14,594,677
Wholesale Water	245,955	320,191	338,314	383,319	397,175	452,805	412,107	301,719	244,152	269,715	249,989	250,523	\$ 3,865,964
TOTAL	\$ 1,030,585	\$ 1,117,392	\$ 1,370,250	\$ 1,622,518	\$ 2,105,758	\$ 2,361,516	\$ 2,479,229	\$ 1,931,996	\$ 1,230,225	\$ 1,092,022	\$ 1,077,225	\$ 1,041,926	\$ 18,460,640

Wastewater Utility	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Retail Wastewater	\$ 307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$ 343,974	\$ 329,948	\$ 311,390	\$ 313,140	\$ 312,112	\$ 3,926,080
Wholesale Wastewater	54,289	59,500	56,003	55,206	58,915	56,948	60,952	60,817	60,603	59,669	61,462	64,342	\$ 708,707
TOTAL	\$ 361,884	\$ 361,087	\$ 381,475	\$ 387,096	\$ 401,825	\$ 408,406	\$ 415,557	\$ 404,791	\$ 390,551	\$ 371,059	\$ 374,602	\$ 376,454	\$ 4,634,787

Other	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Other Fees - Retail	\$ 18,913	\$ 20,264	\$ 19,651	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$ 15,703	\$ 14,550	\$ 17,582	\$ 22,352	\$ 24,349	\$ 255,149
Raw Water/Effluent	119	565	55,997	87,764	61,725	108,089	71,295	33,150	1,792	1,147	1,060	1,175	\$ 423,878
TOTAL	\$ 19,032	\$ 20,829	\$ 75,649	\$ 110,144	\$ 91,331	\$ 137,127	\$ 92,055	\$ 48,853	\$ 16,342	\$ 18,728	\$ 23,412	\$ 25,524	\$ 679,027

GRAND TOTAL	\$ 1,411,501	\$ 1,499,308	\$ 1,827,373	\$ 2,119,759	\$ 2,598,913	\$ 2,907,049	\$ 2,986,842	\$ 2,385,640	\$ 1,637,118	\$ 1,481,809	\$ 1,475,239	\$ 1,443,905	\$ 23,774,454



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

Retail Water	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Bee Cave	31,618	27,475	40,193	49,526	68,023	85,653	85,562	75,344	43,397	31,133	30,913	29,736	598,573
Bee Cave South	12,681	14,824	18,601	22,059	28,265	29,974	35,412	19,021	12,952	14,346	13,654	14,022	235,811
Homestead / Meadow Fox	938	1,098	1,253	1,368	2,250	2,120	2,428	1,913	1,037	996	1,020	1,027	17,448
HPR / 290	16,628	20,335	31,716	40,891	58,706	54,787	65,825	52,131	22,686	17,339	18,502	16,355	415,901
Total Retail	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	64,089	61,140	1,267,733

Wholesale Water	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Barton Creek West	3,919	7,272	7,813	11,794	13,399	13,600	12,462	6,202	4,748	4,293	4,860	4,457	94,819
City of Dripping Springs (Blue Blazes)	-	-	-	-	-	-	-	1	-	-	-	-	1
Headwaters	736	1,105	1,643	2,762	3,314	4,246	3,497	1,407	1,390	1,406	816	944	23,266
Crystal Mountain HOA	602	1,047	1,072	1,614	1,770	1,827	1,611	814	617	665	601	876	13,116
Deer Creek Ranch	2,929	4,381	5,237	6,852	7,088	8,776	7,087	3,812	4,038	3,644	3,346	3,601	60,791
Dripping Springs WSC	13,621	20,306	18,068	18,157	20,897	27,072	22,999	11,022	4,741	15,021	13,566	13,494	198,964
Eanes ISD	255	631	492	600	452	693	675	427	257	259	171	236	5,148
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	6,706	10,933	13,739	18,171	18,218	23,162	19,731	10,245	10,032	9,465	6,788	6,558	153,748
Hays WCID 2	4,708	8,761	11,163	14,031	15,190	19,993	17,703	8,038	2,116	10,454	5,472	5,587	123,216
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	4,669	9,423	10,235	11,736	12,370	14,822	14,426	21,631	5,978	5,743	5,036	5,058	121,127
Masonwood	803	9,109	5,268	6,924	7,401	9,752	8,529	2,757	4,517	2,723	2,683	2,481	62,947
Reunion Ranch	2,201	4,343	7,297	8,954	8,998	11,613	9,897	3,668	3,084	2,500	2,545	2,885	67,985
Senna Hills	2,853	4,697	6,444	8,454	8,834	10,554	8,474	3,996	3,270	2,999	2,898	2,752	66,225
Travis County MUD 12	6,318	11,350	14,476	16,996	16,448	20,188	16,148	8,459	5,980	5,542	4,765	4,916	131,586
Total Wholesale	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	53,547	53,845	1,122,939

Effluent Water	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	5,705	4,875	6,923	13,484	15,017	20,729	14,611	2,256	1,946	4,737	3,711	5,843	99,837
Connell Falconhead Apartments	284	822	954	1,136	1,128	909	796	371	651	502	579	35	8,167
FH Texas Management Co. LLC.	15,080	11,298	11,625	20,286	5,046	21,611	11,012	9,178	18,539	13,199	7,859	12,991	157,724
First State Bank	3	1	4	7	5	2	2	-	-	-	-	-	24
Lake Travis ISD	29	13	134	61	104	139	473	86	436	279	258	286	2,298
Spillman Ranch Communities Inc.	1,479	699	2,983	2,546	3,407	3,065	3,073	2,262	2,660	459	2,663	1,826	27,122
Ash Creek Homes (Wildwood)	245	305	369	372	309	518	431	181	285	228	110	135	3,488
Embrey Partners (Estates at Bee Cave)	97	334	283	76	472	57	115	201	364	12	3	1	2,015
Lakeway Dermatology	13	29	61	98	128	130	78	13	8	11	6	-	575
PFP Falconhead Retail, LLC.	-	-	319	363	227	302	319	49	33	24	71	4	1,711
Total Wholesale	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	15,260	21,121	302,961

System Summary	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Total Retail	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	64,089	61,140	1,267,733
Total Wholesale	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	53,547	53,845	1,122,939
Effluent Water	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	15,260	21,121	302,961
TOTAL WATER	135,120	175,466	218,365	279,318	317,466	386,294	363,376	245,485	155,762	147,979	132,896	136,106	2,693,633

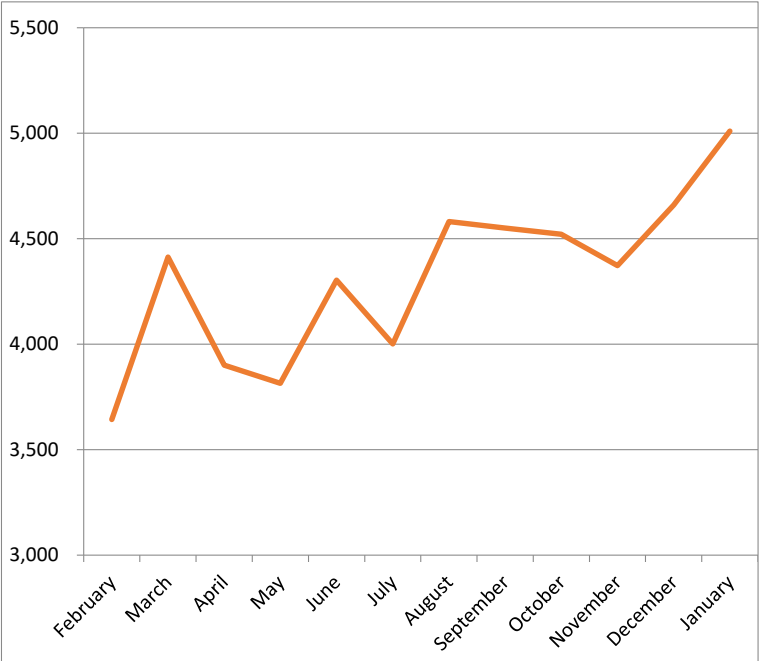
Retail Percent of Total	46%	36%	42%	41%	50%	45%	52%	60%	51%	43%	48%	45%	47%
Wholesale Percent of Total	37%	53%	47%	45%	42%	43%	39%	34%	33%	44%	40%	40%	42%



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

Wholesale Wastewater	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Masonwood Wastewater	1,548	1,858	1,630	1,448	1,923	1,854	2,141	2,180	2,156	2,147	2,156	2,647	23,688
WCID 17 Wastewater	2,095	2,555	2,271	2,367	2,380	2,147	2,440	2,370	2,365	2,225	2,504	2,363	28,082
TOTALS	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	5,010	51,770

System Summary	February	March	April	May	June	July	August	September	October	November	December	January	12 Month Total
Total Wholesale	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	5,010	51,770
TOTAL WASTEWATER	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	5,010	51,770

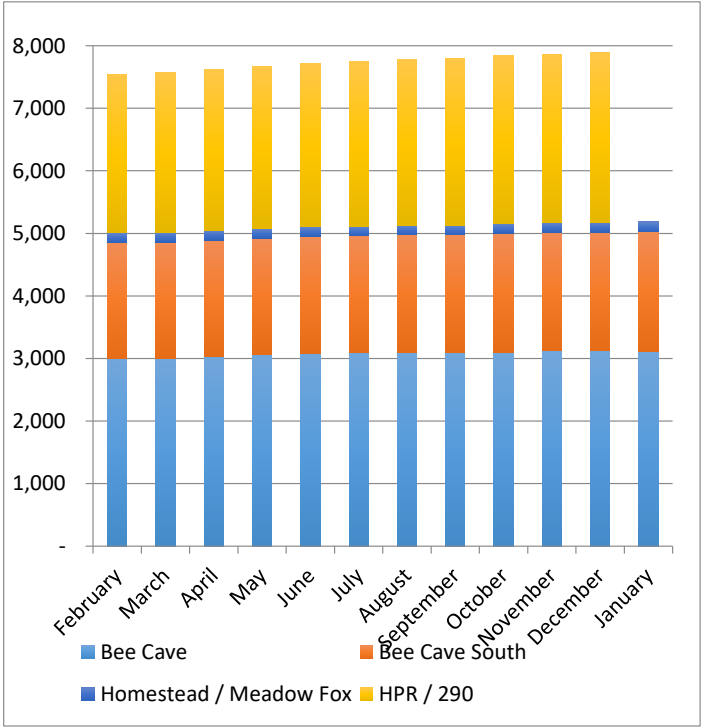




Summary of Total Retail Customer Count Water

Meters	February	March	April	May	June	July	August	September	October	November	December	January
Bee Cave	2,997	3,002	3,031	3,068	3,082	3,090	3,100	3,101	3,103	3,120	3,122	3,119
Bee Cave South	1,856	1,859	1,861	1,857	1,866	1,871	1,875	1,874	1,892	1,896	1,898	1,904
Homestead / Meadow Fox	157	156	156	156	157	156	157	157	157	158	158	159
HPR / 290	2,533	2,557	2,565	2,588	2,605	2,631	2,651	2,671	2,684	2,691	2,707	2,712
TOTALS	7,543	7,574	7,613	7,669	7,710	7,748	7,783	7,803	7,836	7,865	7,885	7,894

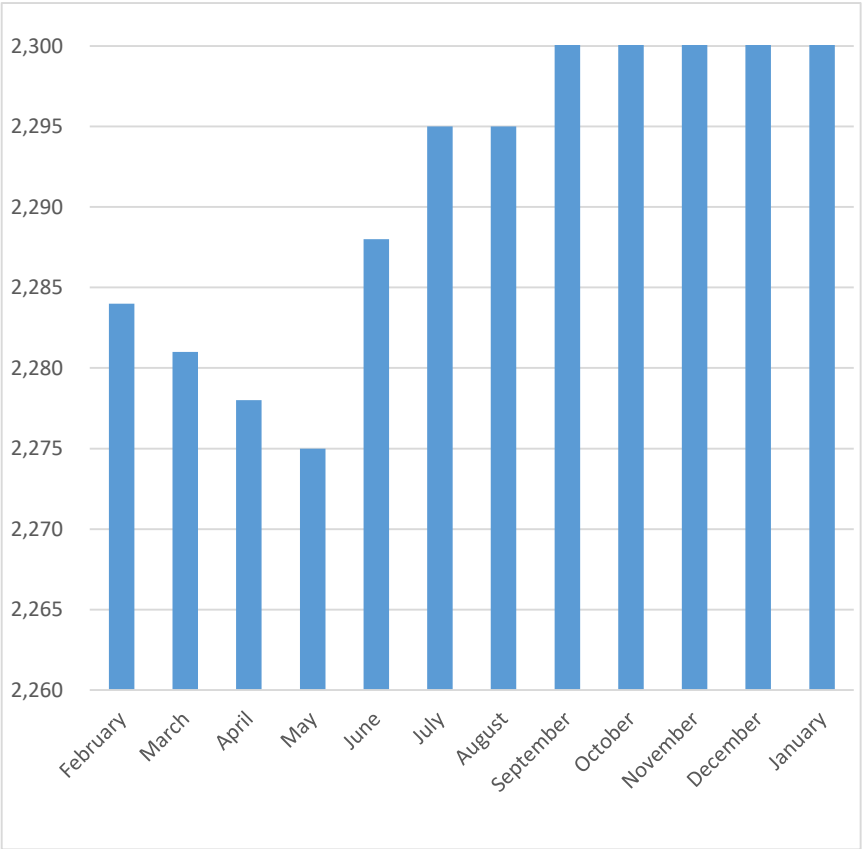
Customer Growth	26	31	39	56	41	38	35	20	33	29	20	9
Monthly Growth Rate	0.35%	0.41%	0.51%	0.74%	0.53%	0.49%	0.45%	0.26%	0.42%	0.37%	0.25%	0.11%
12 Month Growth	276	292	299	342	363	377	385	390	416	423	400	377
12 Month Growth Rate	3.79%	3.99%	4.08%	4.65%	4.92%	5.10%	5.19%	5.26%	5.59%	5.65%	5.32%	5.00%





Summary of Total Retail Customer Count Wastewater

Meters	February	March	April	May	June	July	August	September	October	November	December	January
Wastewater Customers	2,284	2,281	2,278	2,275	2,288	2,295	2,295	2,317	2,319	2,322	2,321	2,328
Customer Growth	12	(3)	(3)	(3)	13	7	-	22	2	3	(1)	7
Monthly Growth Rate	0.53%	-0.13%	-0.13%	-0.13%	0.57%	0.31%	0.00%	0.96%	0.09%	0.13%	-0.04%	0.30%
12 Month Growth	38	55	33	34	70	77	68	70	68	67	44	56
12 Month Growth Rate	1.71%	2.45%	1.47%	1.53%	3.16%	3.46%	3.03%	3.11%	3.02%	2.94%	1.94%	2.45%



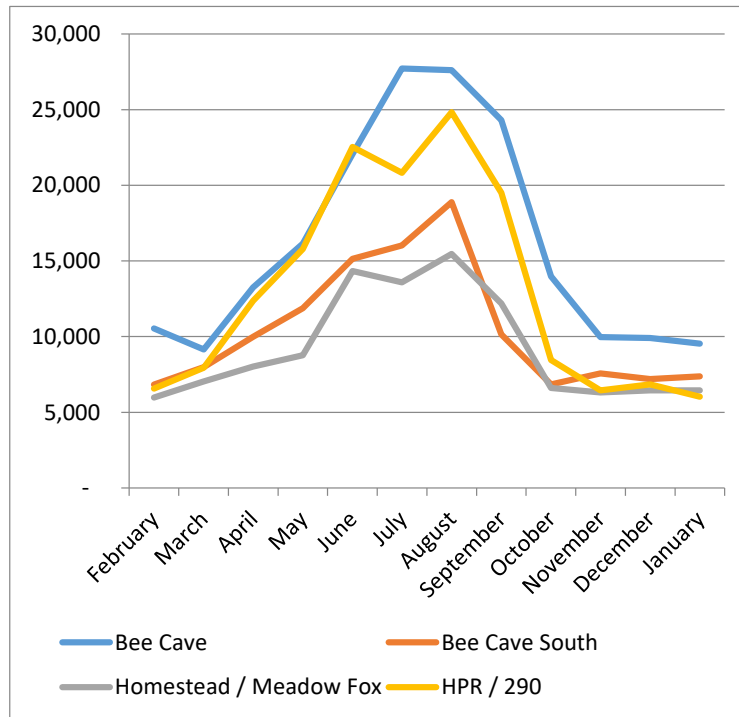


Retail Customer Average Use Analysis

Average Water Usage per Connection, per Month (Gallons)

	February	March	April	May	June	July	August	September	October	November	December	January
Bee Cave	10,550	9,152	13,261	16,143	22,071	27,719	27,601	24,297	13,985	9,979	9,902	9,534
Bee Cave South	6,832	7,974	9,995	11,879	15,147	16,020	18,886	10,150	6,846	7,566	7,194	7,364
Homestead / Meadow Fox	5,975	7,038	8,032	8,769	14,331	13,590	15,465	12,185	6,605	6,304	6,456	6,459
HPR / 290	6,565	7,953	12,365	15,800	22,536	20,824	24,830	19,517	8,452	6,443	6,835	6,031
System Wide Average	8,202	8,415	12,053	14,845	20,395	22,268	24,313	19,019	10,218	8,114	8,128	7,745

12-Month Average	14,468	14,369	14,413	14,374	14,699	14,820	15,002	15,031	14,558	14,027	13,766	13,643





Retail Customer Average Use Analysis

Summary of Customer Contacts/Payment Processing

Customer Contacts	January	February	March	April	May	June	July	August	September	October	November	December	January	February
Date of	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	01/1-1/31	2/1-2/28
Calls	827	741	535	603	623	736	718	625	546	832	421	355	687	682
Emails	141	97	112	140	236	254	224	248	151	160	152	168	152	147
In Office	217	167	230	250	243	249	266	247	750	212	150	149	154	137
TOTALS	1,185	1,005	877	993	1,102	1,239	1,208	1,120	1,447	1,204	723	672	993	966

Payments	January	February	March	April	May	June	July	August	September	October	November	December	January	February
Date of Payments	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28
Mail	1,347	1,001	2,068	1,466	1,396	2,194	1,915	1,886	1,802	1,798	1,833	2,203	1,645	1,805
Walk In/Dropbox Payments	316	230	350	243	283	308	331	319	288	202	183	192	182	203
Online Payments Credit Cards	456	379	378	355	334	458	418	304	340	304	308	295	372	355
Online Payments Echeck	454	394	389	346	370	465	498	471	383	471	455	429	806	413
Ureceivables	2,028	1,653	2,080	1,915	2,046	2,199	2,158	2,198	2,268	2,127	2,138	2,013	1,909	1,642
TOTALS	4,601	3,657	5,265	4,325	4,429	5,624	5,320	5,178	5,081	4,902	4,917	5,132	4,914	4,418



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	12	4	112
Bee Cave South	5	1	16
Homestead / Meadow Fox	1	1	3
290 HPR	13	3	26
TOTAL	31	9	157

DOLLARS	31-60	61-90	91+
Bee Cave	3,345	2,010	99,177
Bee Cave South	10,841	297	37,935
Homestead / Meadow Fox	94	312	12,201
HPR / 290	7,691	783	54,776
TOTAL	21,971	3,402	204,090

Delinquent Letters	Date Sent	Total Del
Bee Cave		
Bee Cave South	14-Feb	111
Homestead / Meadow Fox	4-Feb	18
290 HPR	4-Feb	153
TOTAL		282

Disconnects	Date	How Many
Bee Cave		
Bee Cave South	6-Mar	13
Homestead / Meadow Fox	21-Feb	-
HPR / 290	21-Feb	13

Still Off
2
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