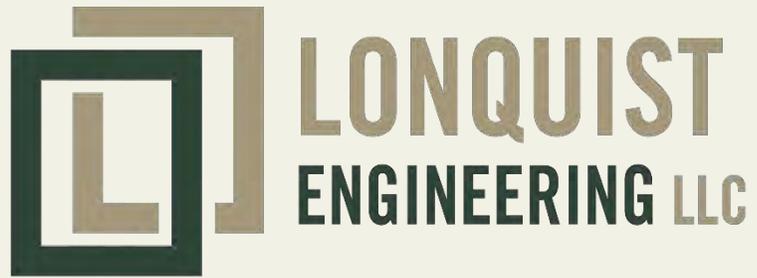


V. NEW BUSINESS

ITEM B



Disposal Zone Investigation

WTCPUA

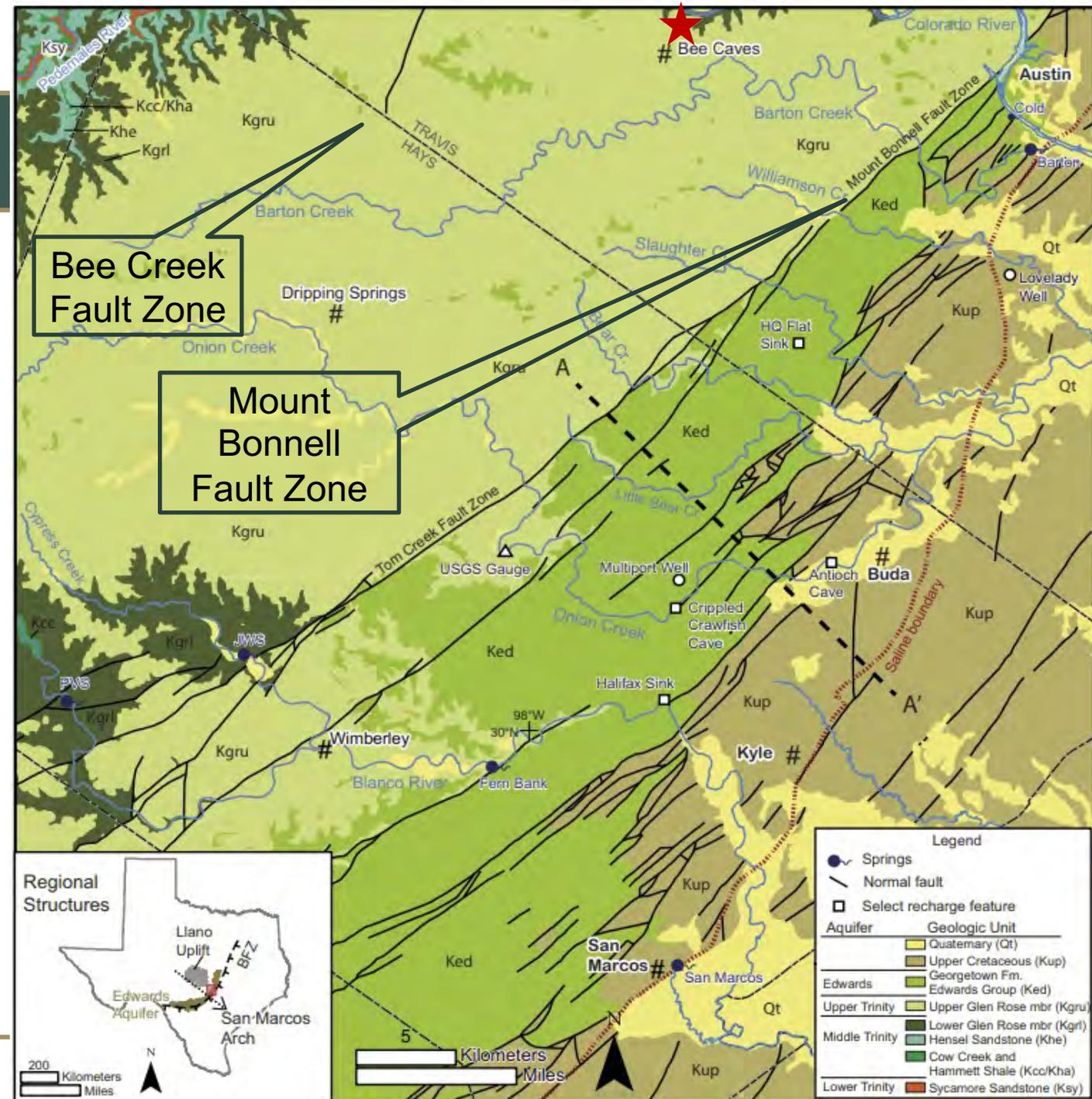
October 18, 2023

Geology Overview

Emily Olson, P.G.

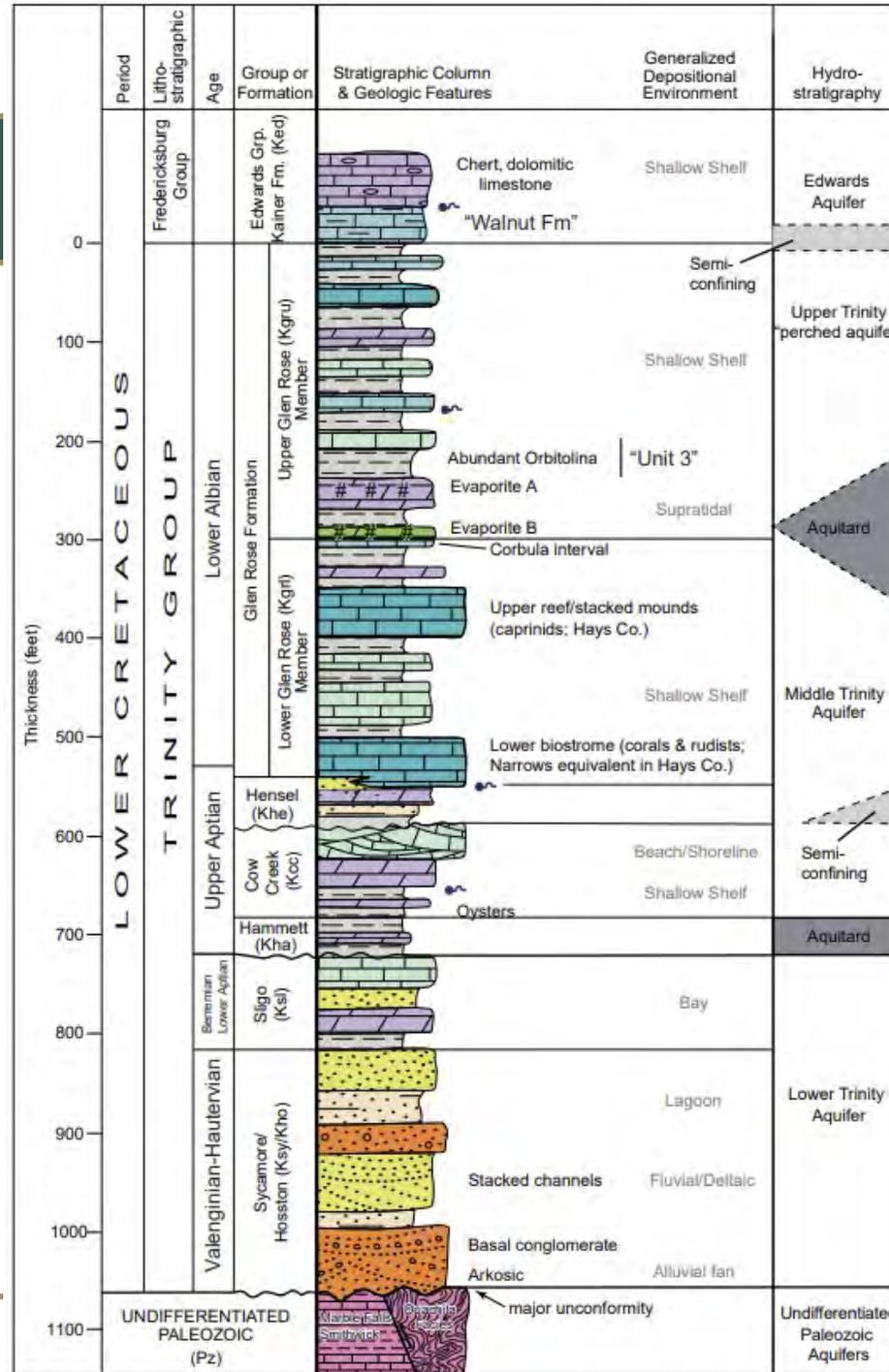
Geologic Surface Map

- Located between known surface faults, southwest of Colorado River
- Bee Creek Fault to the northwest
- Mount Bonnell Fault Zone to the southeast
- Location is within Upper Trinity (Upper Glen Rose) outcrop



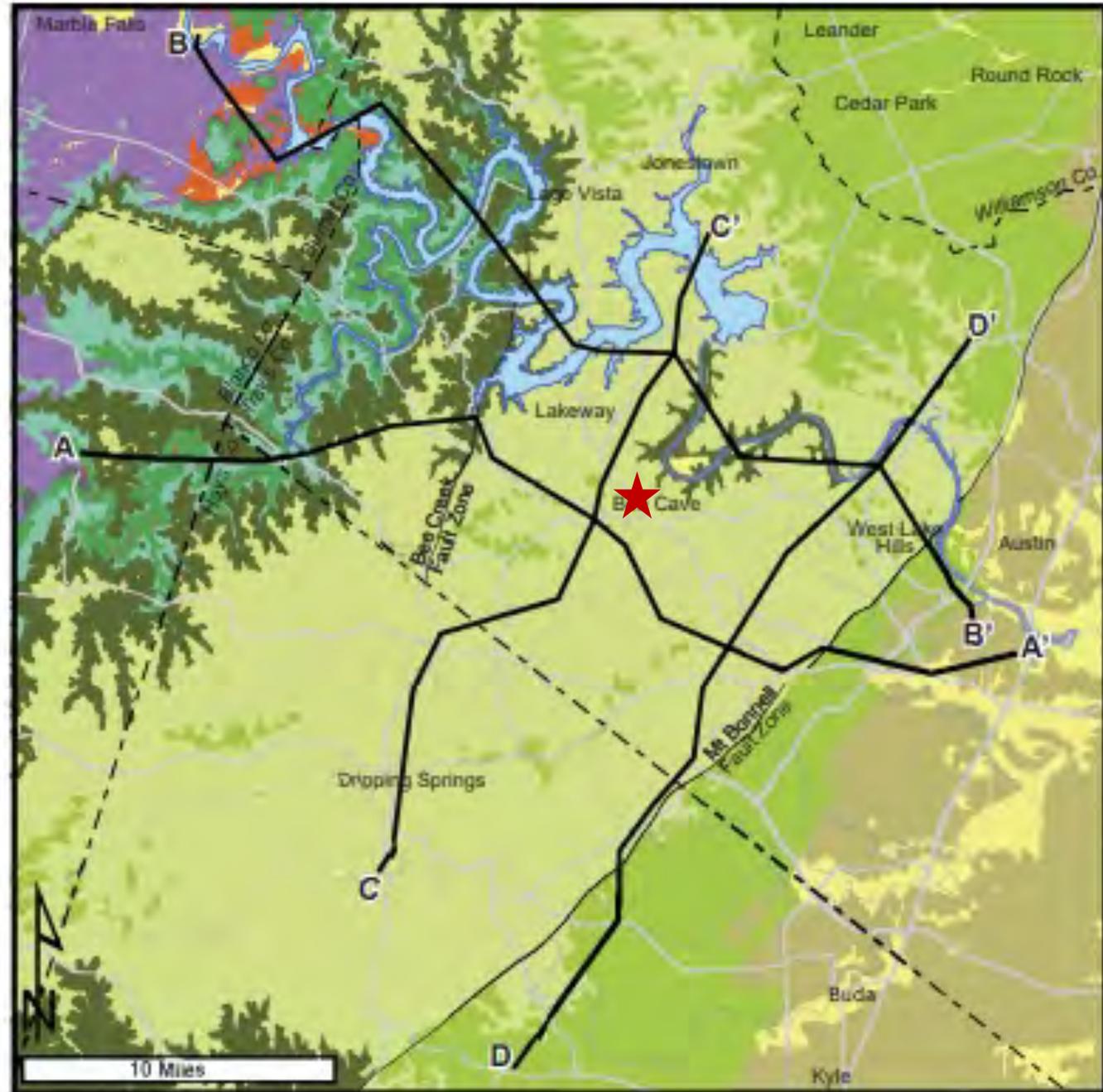
Stratigraphic Column

- Stratigraphic Column of West Travis County

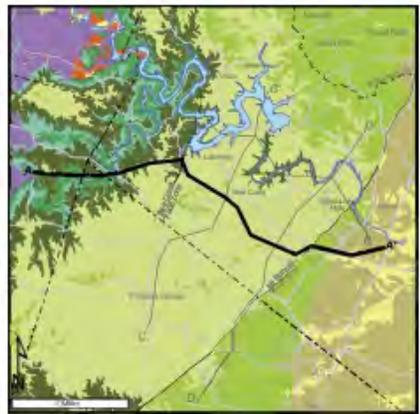
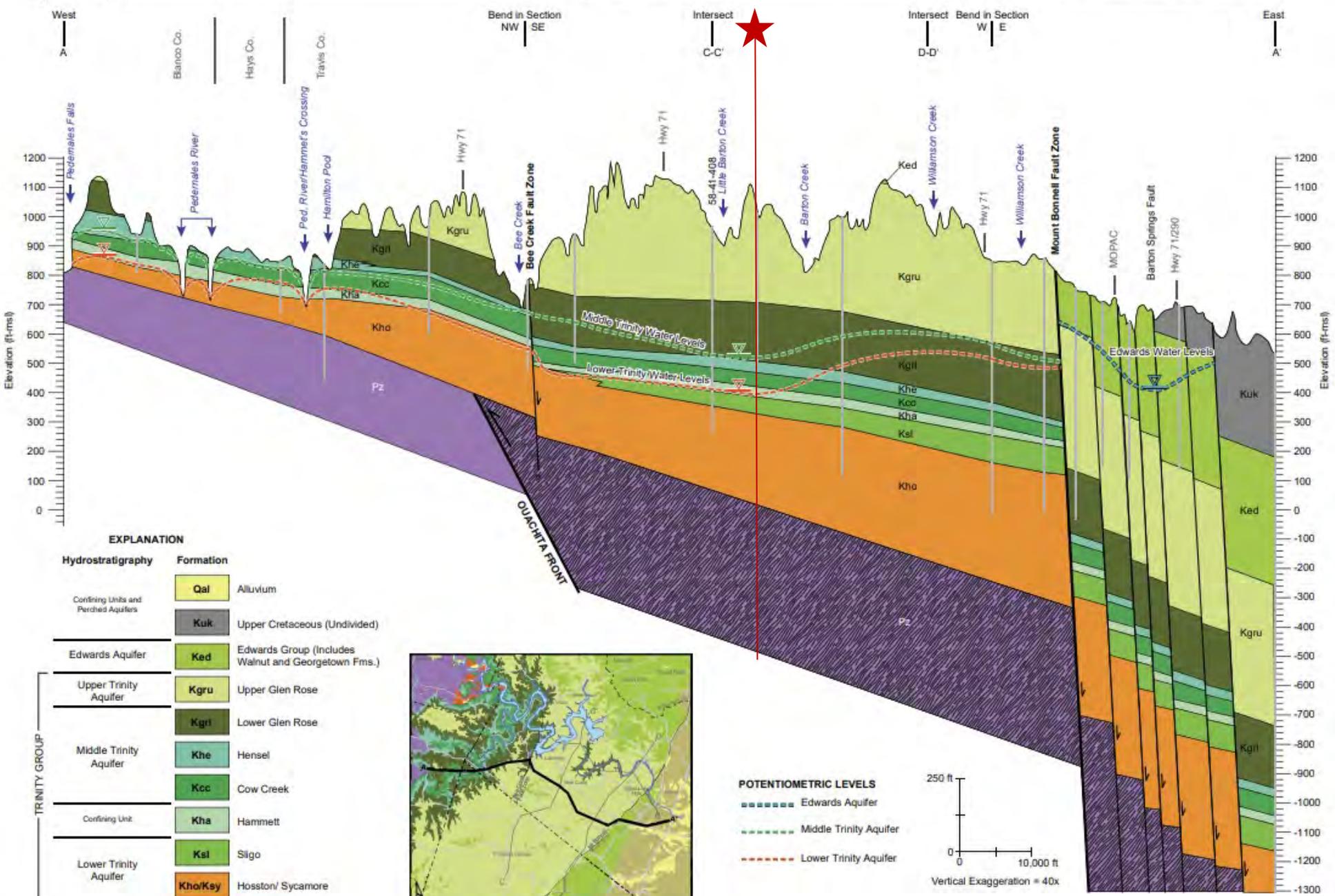


Cross Section Base Map

- At transition of Texas Hill Country and Colorado River Valley regions
- Llano Uplift to the northwest in Burnet and Blanco counties, ends northwest of Ouachita thrust front
- Bee Creek Fault Zone roughly corresponds to Ouachita thrust front
- Mount Bonnell Fault marks northwest limit of Balcones Fault Zone
- Site location is projected onto cross sections A, B, and C.



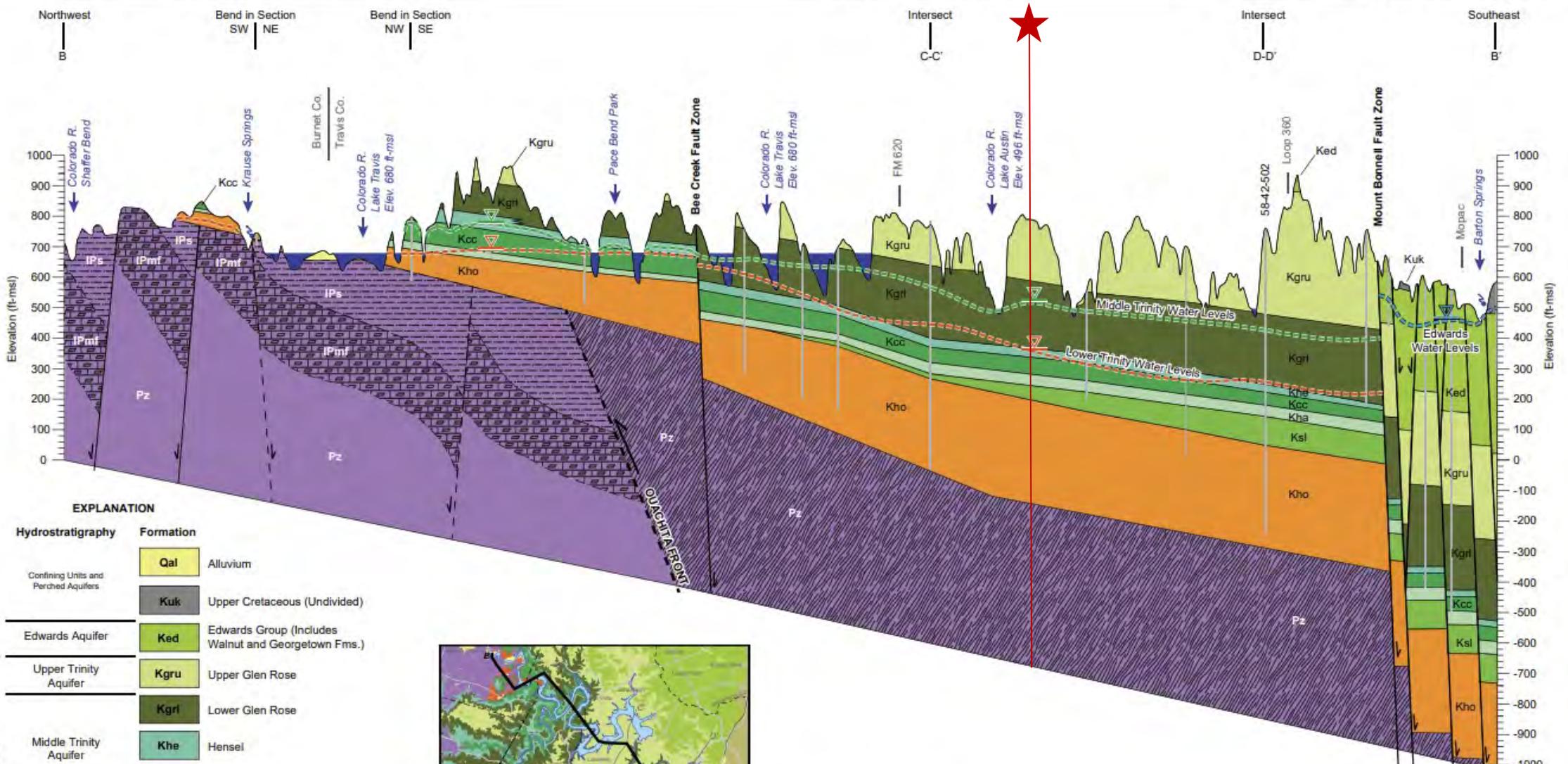
Llano Uplift Texas Hill Country Balcones Fault Zone



Llano Uplift

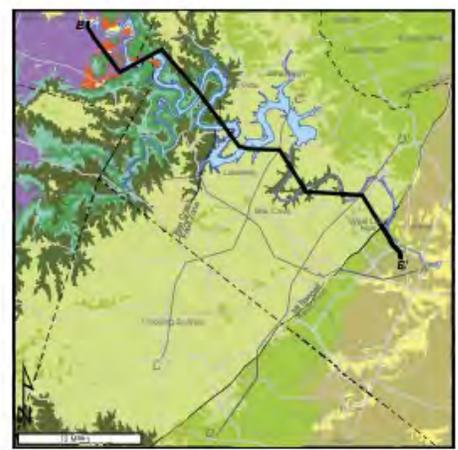
Colorado River Valley

Balcones Fault Zone



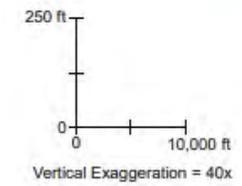
EXPLANATION

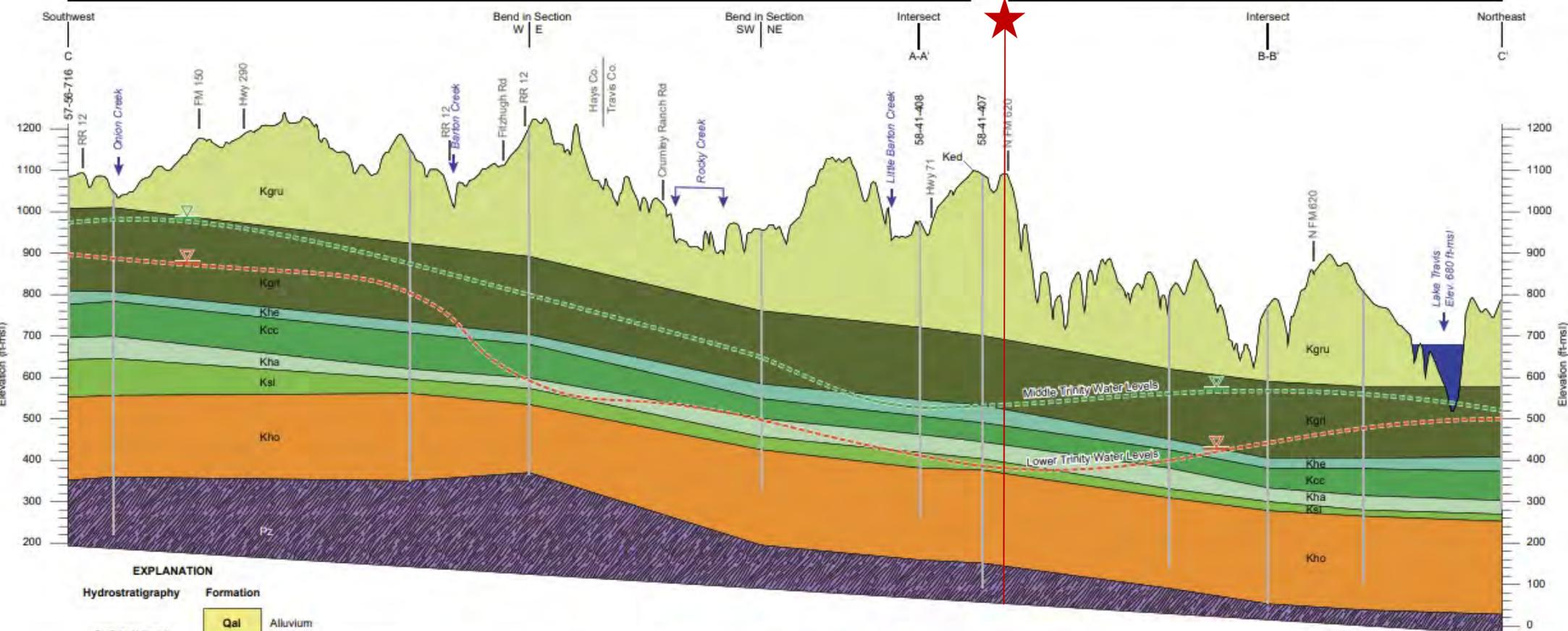
Hydrostratigraphy	Formation	Description
Confining Units and Perched Aquifers	Qal	Alluvium
	Kuk	Upper Cretaceous (Undivided)
Edwards Aquifer	Ked	Edwards Group (Includes Walnut and Georgetown Fms.)
Upper Trinity Aquifer	Kgru	Upper Glen Rose
	Kgrl	Lower Glen Rose
Middle Trinity Aquifer	Khe	Hensel
	Kcc	Cow Creek
Confining Unit	Kha	Hammett
	Ksl	Silgo
Lower Trinity Aquifer	Kho/Ksy	Hosston/ Sycamore
Paleozoic Aquifers	Pz	Paleozoic Undifferentiated (Pattern=Ouachita Facies)
	IPz	Smithwick Shale (and Sandstone)



POTENTIOMETRIC LEVELS

- Edwards Aquifer
- Middle Trinity Aquifer
- Lower Trinity Aquifer



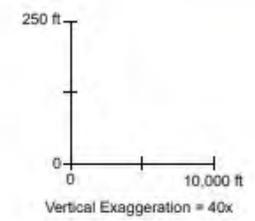
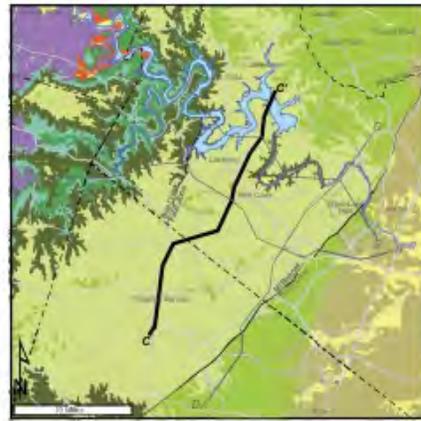


EXPLANATION

Hydrostratigraphy	Formation	Formation
Confining Units and Perched Aquifers	Qal	Alluvium
	Kuk	Upper Cretaceous (Undivided)
Edwards Aquifer	Ked	Edwards Group (Includes Walnut and Georgetown Fms.)
Upper Trinity Aquifer	Kgru	Upper Glen Rose
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	Kcc	Cow Creek
	Kha	Hammett
Confining Unit	Kal	Sligo
Lower Trinity Aquifer	Kho/Ksy	Hosston/ Sycamore
Paleozoic Aquifers	Pz	Paleozoic Undifferentiated (Pattern=Ouachita Facies)

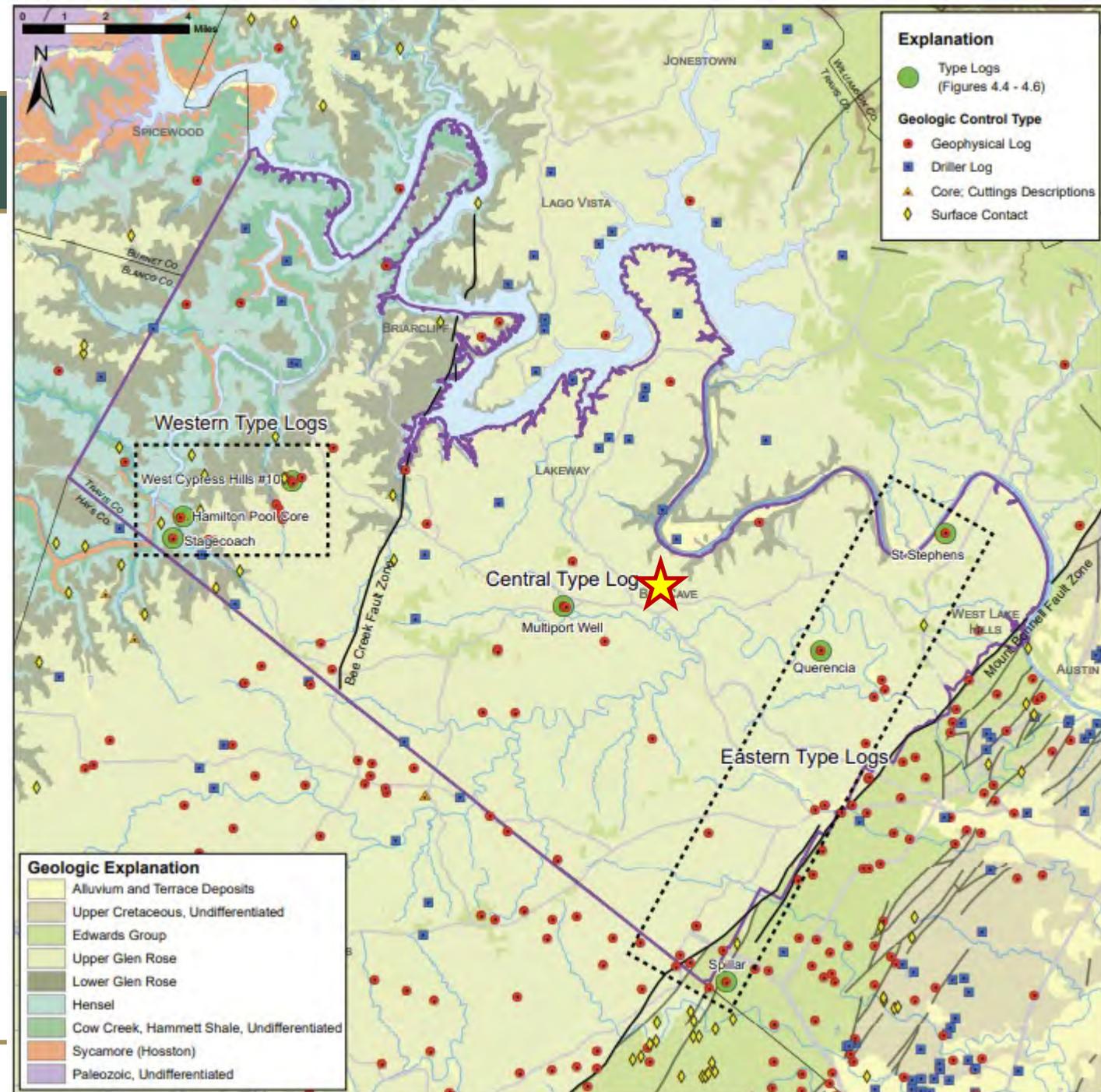
POTENTIOMETRIC LEVELS

- Middle Trinity Aquifer
- - - Lower Trinity Aquifer



Multiport Type Log

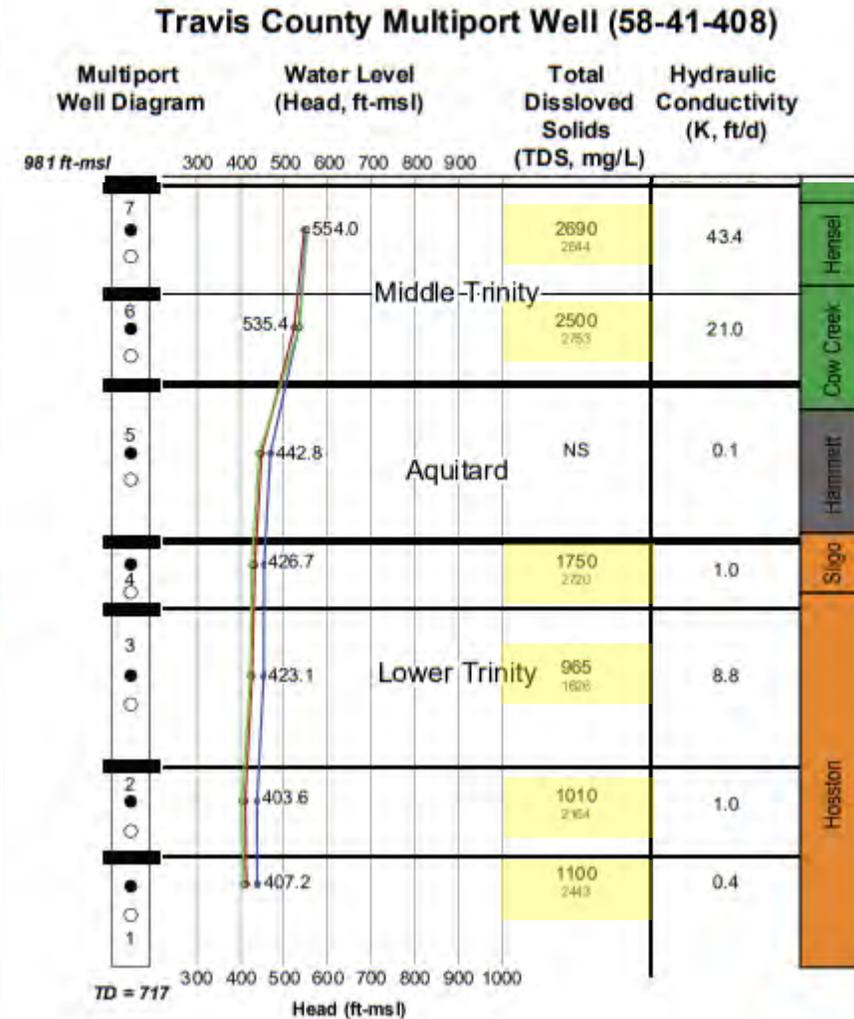
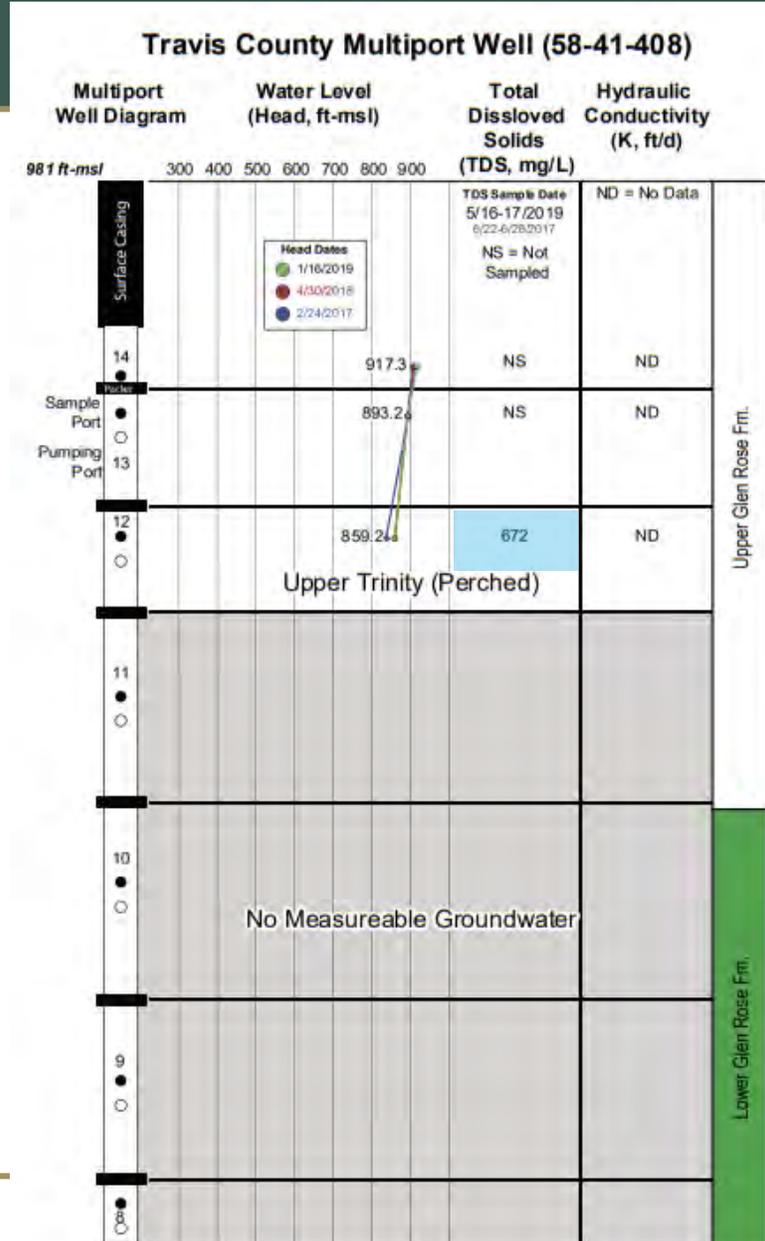
- Travis County Multiport Well installed by BSEACD in 2017
- 10,600' (~2 miles) west of site
- Drilled through Upper, Middle and Lower Trinity aquifers
- Tested water quality of aquifers



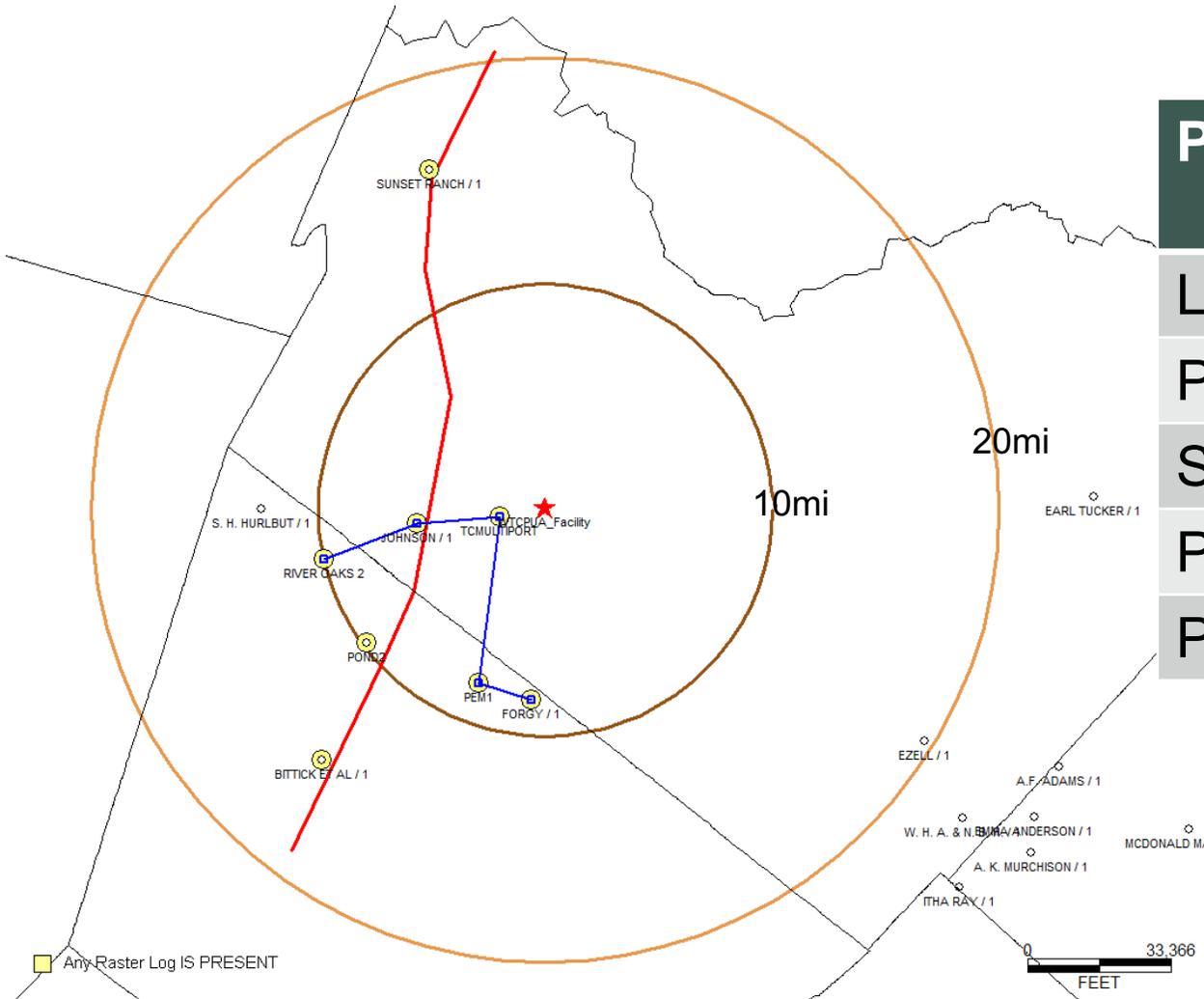
Aquifer Type Log

- All water samples fall within drinking water standards (<10,000 mg/L)
- Disposal interval must be below Lower Trinity aquifer (Hosston fm)

Salinity Zone	TDS (mg/L)
Fresh	< 1,000
Slightly Saline	1,000 to 3,000
Moderately Saline	3,000 to 10,000
Very Saline*	10,000 to 35,000
Brine	>35,000

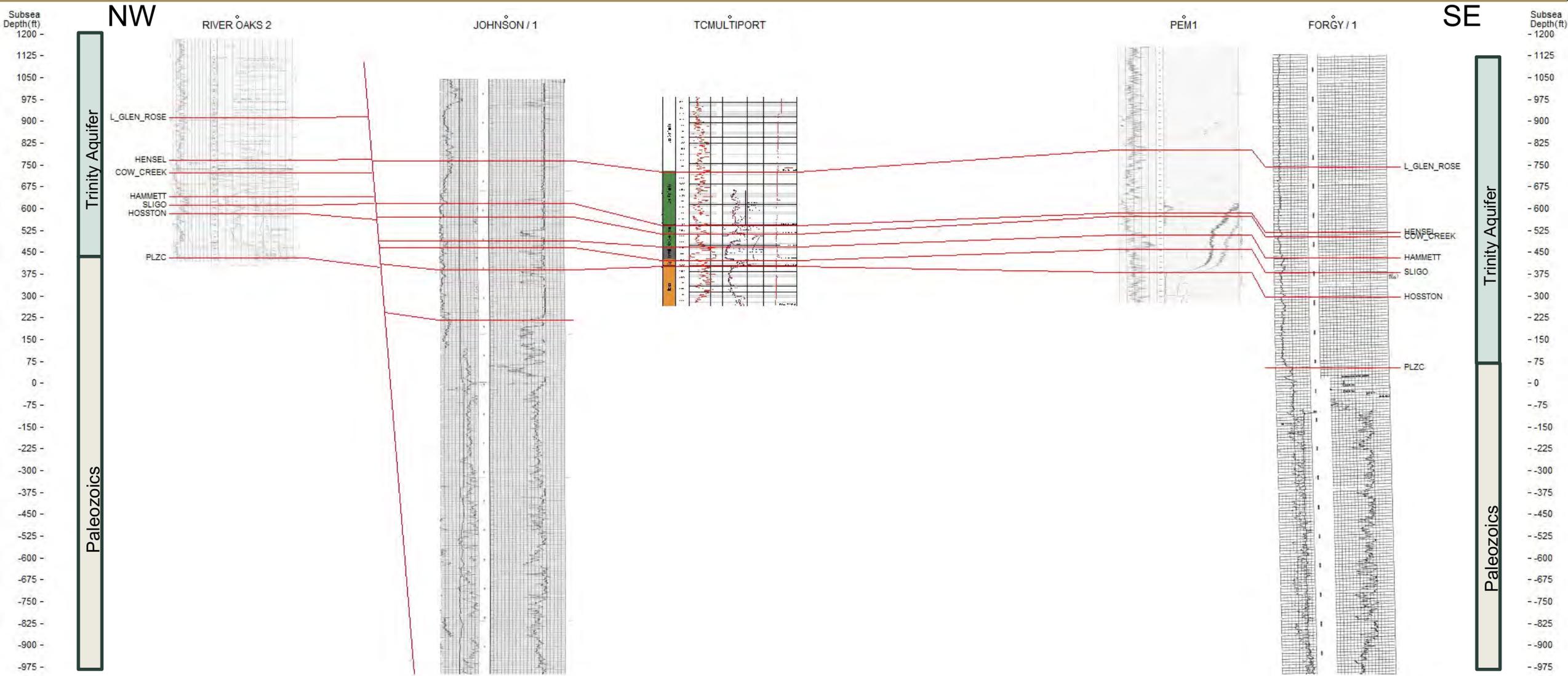


Data Availability

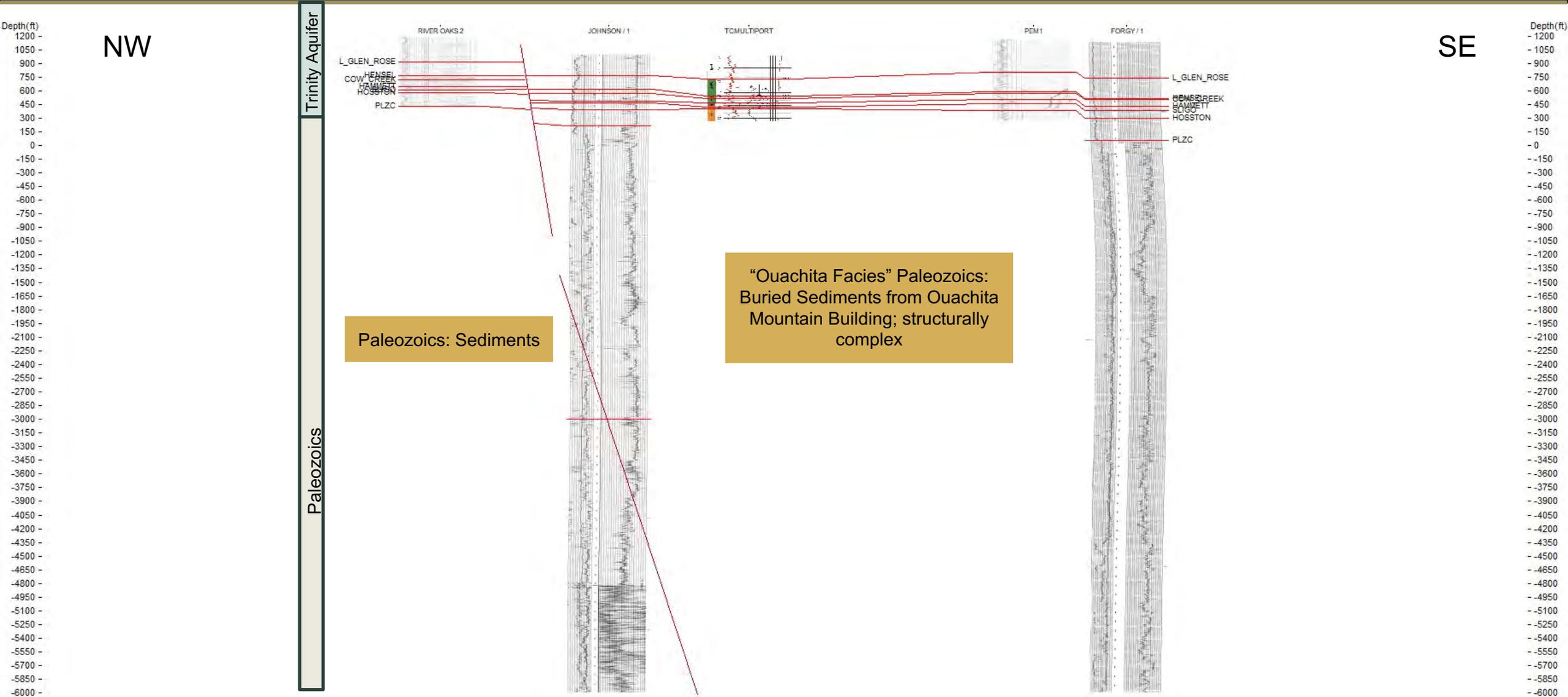


Parameter	Well Count
Lower Trinity Wells	7
Paleozoic Wells	5
Sample Log Only	4
Porosity Data	4
Porosity Data Over Paleozoic	2

Dip Cross Section – Trinity Aquifers

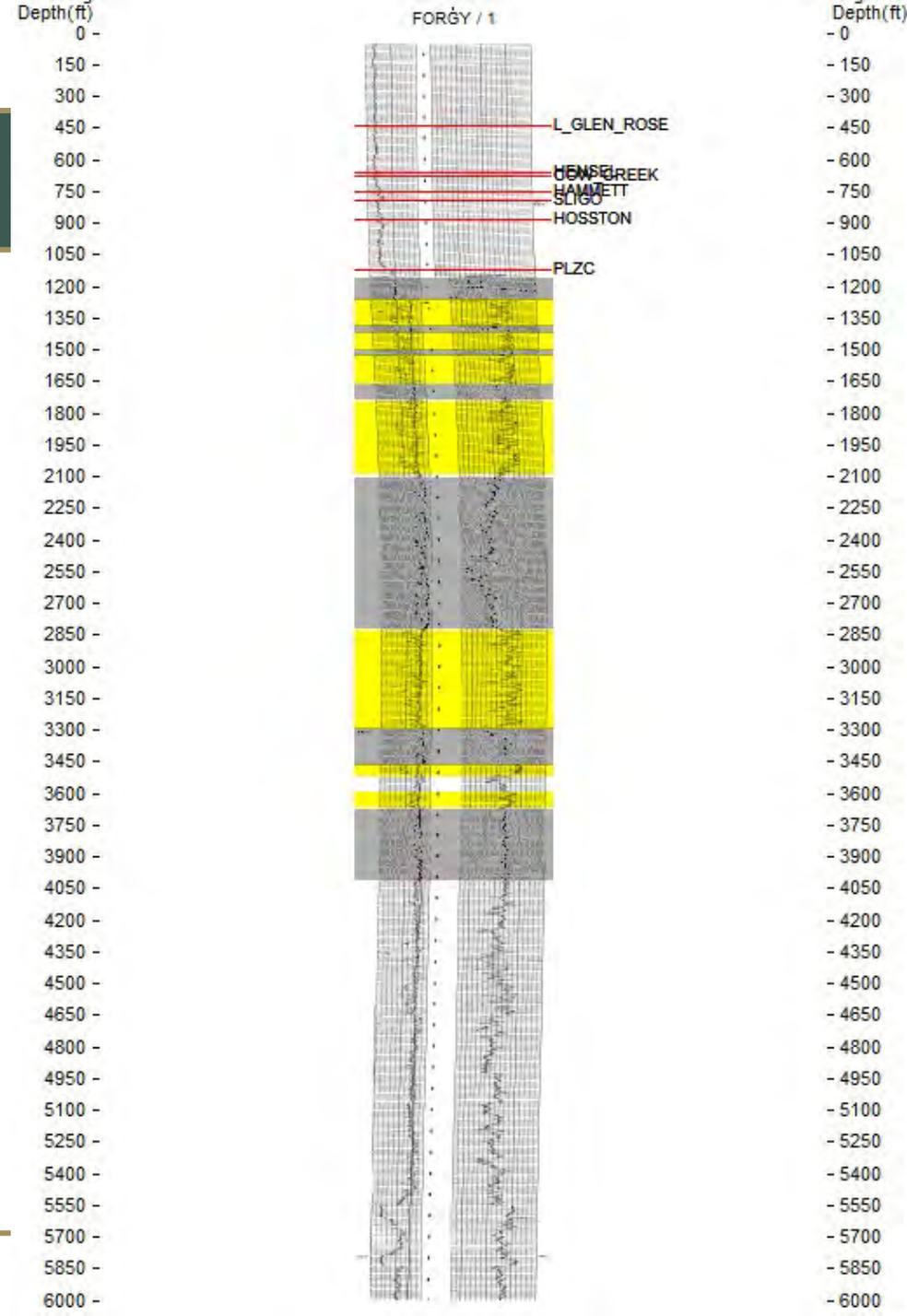


Dip Cross Section – Paleozoic (undifferentiated)



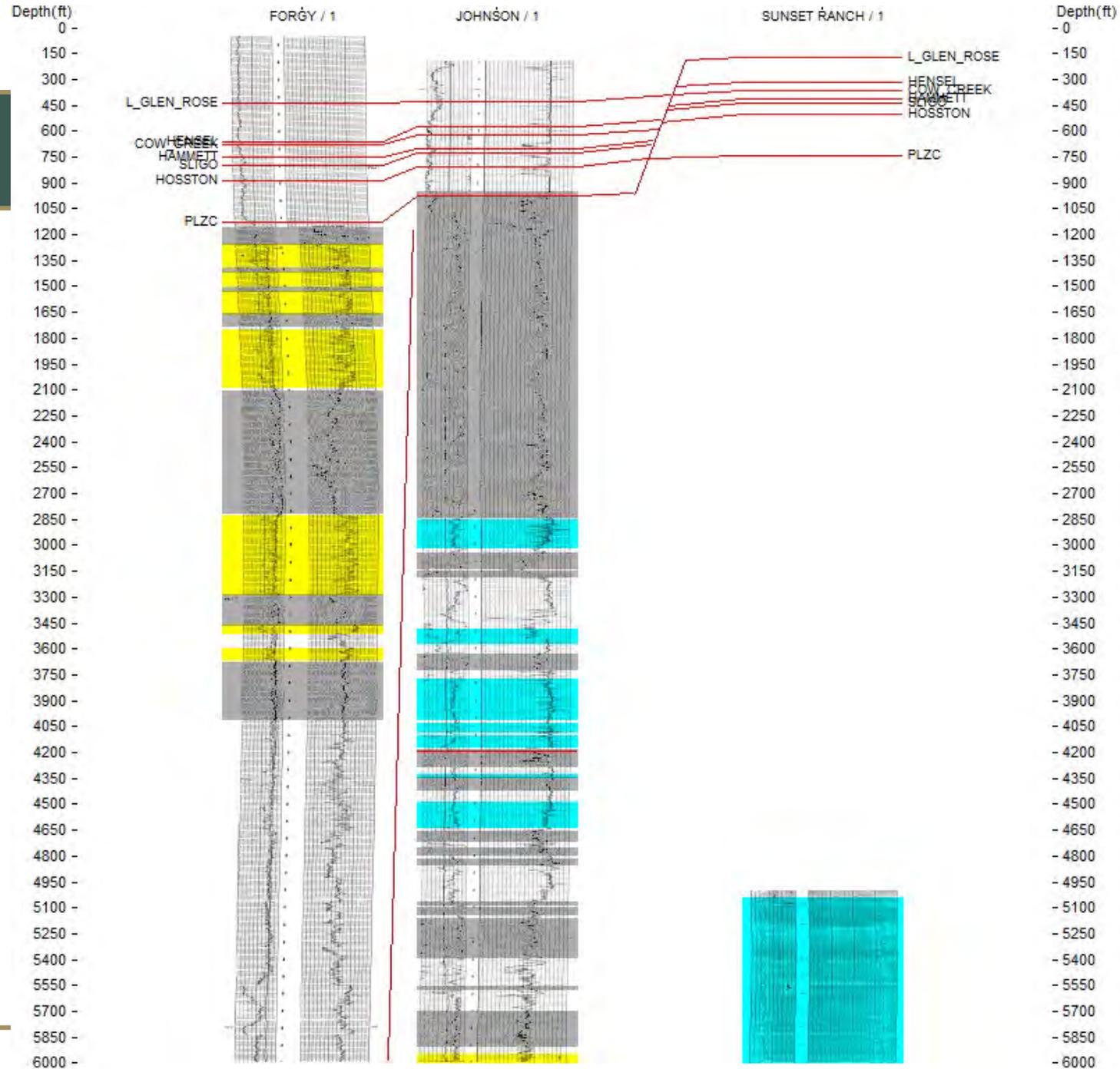
Closest Anticipated Analog: Shell Forgy 1

- Several sand/shale packages to serve as disposal and confining units
- Vintage log data suggests low porosity in sandstones
 - Recommend QC and additional analysis by petrophysicist
- Permeability data is unknown
- Fractures noted in sample log, will enhance injectivity in lower porosity reservoir rock



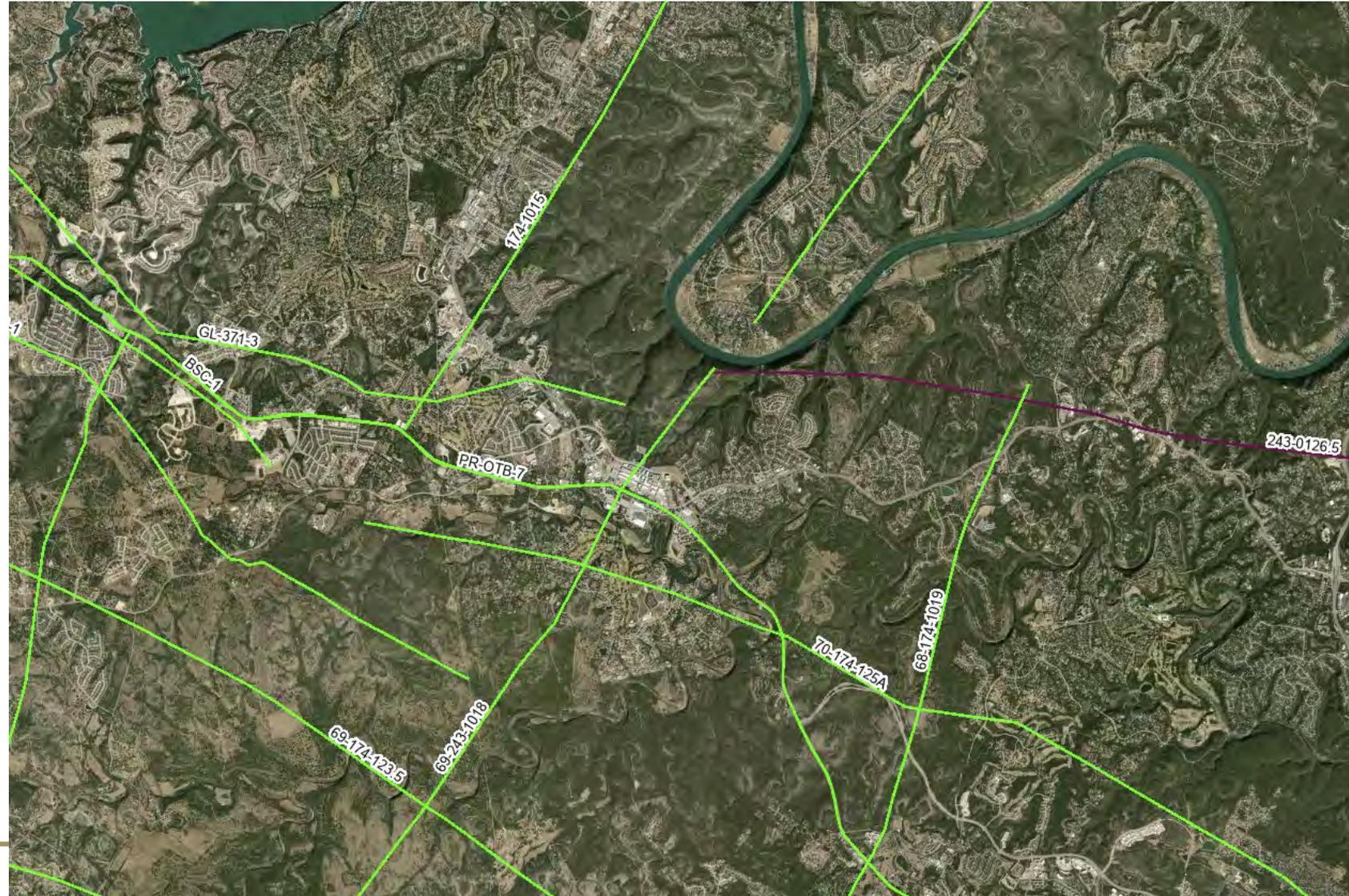
Wells NW of Ouachita Thrust Front

- Johnson and Sunset Ranch wells are updip of the Ouachita Thrust Front
- Both note fractured limestone in mudlogs (lime in blue)
- Porosity is indicated by mudlog and sonic curve
 - Recommend QC and additional analysis by petrophysicist
 - Determine formation (Ellenburger/Marble Falls) to estimate permeability from porosity



Existing 2D Seismic Surveys

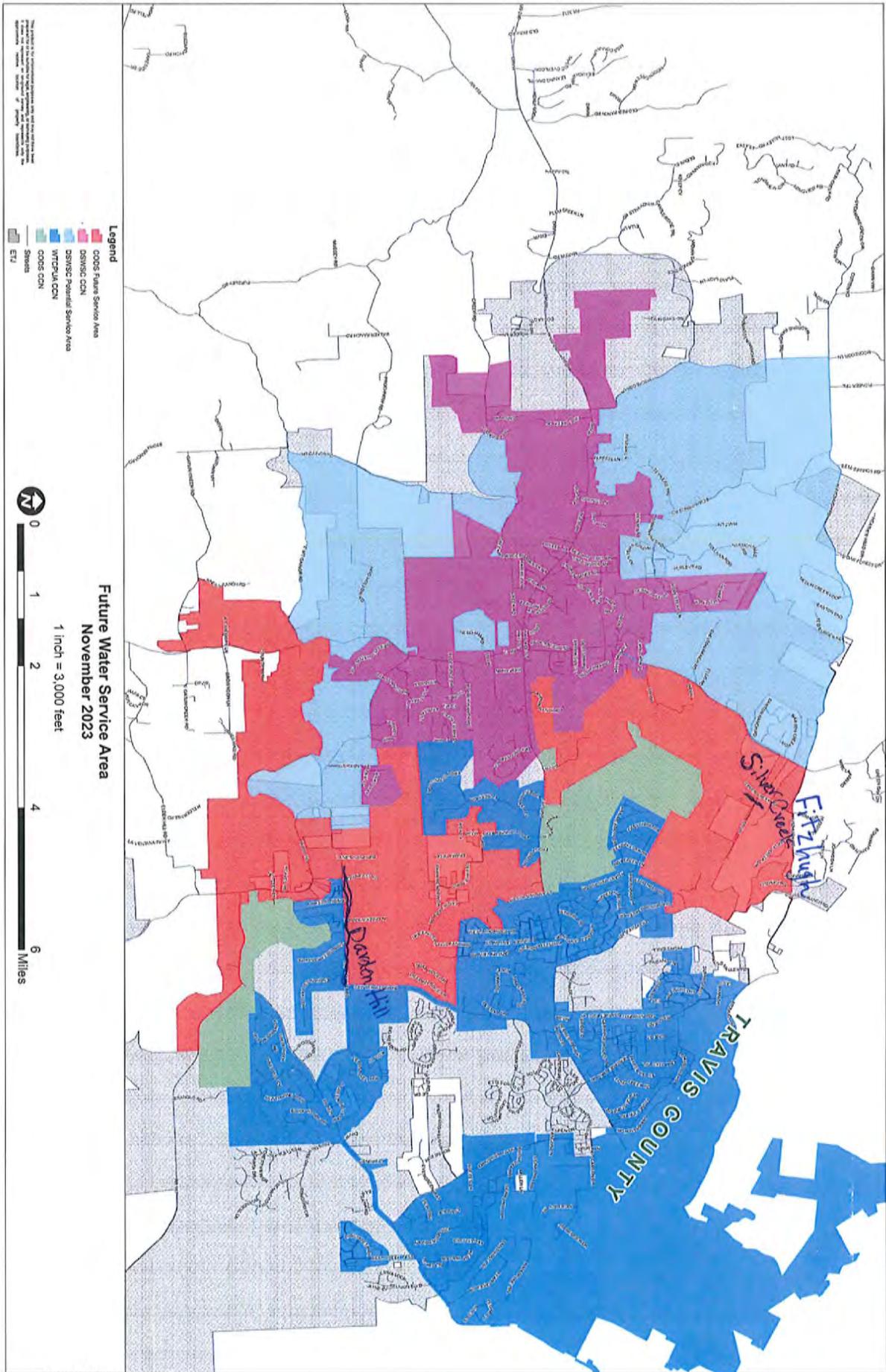
- Can reduce risk of disposing into a fault that may compromise the USDW
- Will aid in moving out of Ouachita facies, if interested in searching for porous rock outside of facility boundary



References

- Hunt, Brian B., Smith, Brian A., and Hauwer, Nico M., 2019, Barton Springs segment of the Edwards (Balcones Fault Zone) Aquifer, central Texas: GSA Memoir 215, 26 p.
- Hunt, Brian B., Smith, Brian A., and Wierman, Douglas A., 2017, Surface-water and Groundwater Interactions in the Blanco River and Onion Creek Watersheds: Implications for the Trinity and Edwards Aquifers of Central Texas. KIP Articles. 5243.
- Hunt, B.B., Cockrell, L.P., Gary, R.H., Vay, J.M., Kennedy, V., Smith, B.A., and Camp, J.P., 2020, Hydrogeologic Atlas of Southwest Travis County, Central Texas: Barton Springs/Edwards Aquifer Conservation District Report of Investigations 2020-0429, April 2020, 80 p. + digital datasets.

ITEM D



ITEM E



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

December 14, 2023

Mr. Scott Hemphill, Manager
Stormwater Management, LLC
P.O. Box 1621
Dripping Springs, Texas 78620

Re: Service Availability PW-2023-58-SER
Beck Crossing
14501 Hamilton Pool Rd
Austin TX, 78738
WTCPUA Project # 71-23-013

Dear Mr. Hemphill,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a proposed mixed-use development consisting of 250 apartment units, 48,000 SF retail, 15,800 SF restaurant, and 6000 SF gas station. Service Availability for two hundred forty-five (245) LUEs of water and two hundred forty-five (245) LUEs wastewater allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for two hundred forty-five (245) LUEs of water and two hundred forty-five (245) LUEs wastewater service within thirty (30) days of the date of this letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water and wastewater service are contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. Specifically, in addition to other facilities, this project requires completion of the WTCPUA's proposed 1080 Segment B water transmission main for water service and completion of the WTCPUA's Lime Kilm Branch wastewater interceptor for wastewater service.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to

commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

3. Service is contingent on the Developer's conveyance of a 0.6507 acre permanent waterline easement and 0.7918 acre temporary waterline construction easement for the WTCPUA's 1080 Segment B water transmission main, at its sole cost and expense within 30 days of the date of this letter and as depicted in Exhibit B-1 of the NSSA.
4. Service is contingent on the Developer's conveyance of a 20' wide permanent wastewater line easement and 40' wide temporary wastewater construction easement extending from the Proposed Development at approximate station 53+50 to approximate station 68+00 at the WTCPUA's Lime Kiln Branch wastewater line connection point at its sole cost and expense and as depicted in Exhibit B-2 of the NSSA.
5. 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.
6. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
7. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
8. 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.
9. 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.
10. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water and wastewater service, as amended from time to time by the WTCPUA Board of Directors.
11. The Developer will be required to secure a Legal Lot Determination from Travis County, or secure an approved subdivision plat in Travis County, Texas for the Property within four (4) years from the date of this letter.
12. Provisions of water and wastewater service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project within four (4) years from the date of this letter.
13. 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;

Scott Hemphill
Page 3
December 14, 2023

- 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;

14. The proposed project is within the City of Bee Cave jurisdiction. The proposed project is situated within Travis County and the Edwards Aquifer Contributing Zone.

15. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.

Please be advised that if, for any reason, system capacity is exceeded prior to connection to the system, then this property is subject to a moratorium of any additional connections which may be declared. Also, please be advised that WTCPUA will not provide direct fire flow service to the Property and, as such, the Developer may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

If you have any questions concerning this matter, please contact Tricia Altamirano at 512-263-0100.

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Scott Hemphill

By: _____
Name: _____
Title: _____
Date: _____

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.

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

This Agreement for the Provision of Nonstandard Retail Water and Wastewater 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 **Stormwater Management, LLC** (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately **11.43 acres** within the WTCPUA’s water and wastewater service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

WHEREAS, Developer desires to obtain retail water and wastewater 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 and wastewater 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 **Stormwater Management, LLC** (“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 solely constructed by Developer pursuant to this Agreement that are required to extend water and wastewater service from the WTCPUA System to the Proposed Development as described on the attached **Exhibits B-1 & B-2**.

Nonstandard Service Agreement – (Beck Crossing)

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water and wastewater 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 and wastewater 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 and wastewater 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 and wastewater service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) “Water Line Easements” shall mean the proposed permanent water line construction easement (0.6507 ac) and proposed temporary water line construction easement (0.7918 ac) for the WTCPUA’s proposed 1080 Segment B water transmission main to be conveyed by Developer to the WTCPUA as a condition of service commencement and as further shown on **Exhibit B-1**.
- (q) “Wastewater Line Easements” shall mean the 20’ wide permanent wastewater line easement and 40’ wide temporary wastewater construction easement extending from the

Proposed Development at approximate station 53+50 to approximate station 68+00 at the WTCPUA's Lime Kiln Branch wastewater line connection point conveyed by Developer to the WTCPUA as a condition of service commencement and as further shown on **Exhibit B-2**.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 245 LUEs of water service and 245 LUEs wastewater service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. **Water and wastewater service are contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. Specifically, in addition to other facilities, this project requires completion of the WTCPUA's proposed 1080 Segment B water transmission main for water service and completion of the WTCPUA's Lime Kilm Branch wastewater interceptor for wastewater service including the conveyance of related easements by Developer as discussed herein.** In no event shall WTCPUA be obligated to provide retail water and wastewater service to Retail Customers located within the Proposed Development that collectively exceed 245 LUEs of water service and 245 LUEs of wastewater service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

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

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed Development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale

Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:

- (a) Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
- (b) TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
- (c) U.S. Fish and Wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000.

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Temporary Construction Easement and Permanent Easement. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, the proposed permanent water line construction easement (0.6507 ac) and proposed temporary water line construction easement (0.7918 ac) for the proposed 1080 Segment B water transmission main at its sole cost and expense within 30 days of the date of the Service Availability Letter and as a condition of board approval of the Service Extension Request (SER), as depicted in Exhibit B-1.

Section 3.2 Construction of Offsite Wastewater Facilities. Developer shall convey to WTCPUA in a form and manner acceptable to WTCPUA, a 20' wide permanent wastewater line and 40' wide temporary wastewater construction easement extending from the Proposed Development between approximate station 53+50 and approximate station 68+00 at the WTCPUA's Lime Kiln Branch wastewater line connection point at Developer's sole cost and expense to connect to the WTCPUA wastewater system, as depicted in Exhibit B-2.

Section 3.3 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 3.4 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any

facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 **Conditions Precedent to Commencement of Facilities Construction or Service.**

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

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

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

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

Developer agrees and understands that the WTCPUA's commitment of 245 LUEs of water service and 245 LUEs wastewater service runs with and is assigned to the Proposed Development.

Section 4.2 **Impact Fees.** Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of submission) for 245 LUEs to the WTCPUA within thirty (30) days of the Effective Date as consideration for WTCPUA's agreement to make capacity available in the WTCPUA System in the time frame set out in this agreement. Otherwise, Developer and/or Retail Customers in the proposed development shall pay water and wastewater Impact Fees prior to the commencement of service and setting of the retail meter to the Proposed Development.

Section 4.3. **Reservation Fees.** 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 and wastewater 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 245 LUEs of water has not been installed in accordance with WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 245 LUEs of water service and 245 LUEs of wastewater 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 245 LUEs water and 245 LUEs wastewater 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 and wastewater 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:

Nonstandard Service Agreement – (Beck Crossing)

WTCPUA: General Manager
West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave TX 78738

Email: jriechers@wtcpua.org

Copy to: Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: lkalisek@lglawfirm.com

Developer: Scott Hemphill, Manager
Stormwater Management, LLC
P.O. Box 1621
Dripping Springs, Texas 78620

Email: scott.hemphill@me.com

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

Nonstandard Service Agreement – (Beck Crossing)

financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

STORMWATER MANAGEMENT, LLC

By: _____

Name: _____

Title: _____

Date: _____

ITEM F

**SECOND AMENDMENT TO AGREEMENT FOR THE
PROVISION OF NONSTANDARD RETAIL WATER SERVICE
(Fitzhugh 83)**

This Second Amendment for the Provision of Nonstandard Retail Water and Wastewater Service (the “Second 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 Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer and WTCPUA have previously entered into that certain Agreement For the Provision of Nonstandard Retail Water and Wastewater Service dated July 23, 2018, as amended by the First Amendment to extend the Reservation Period dated June 16, 2022 (“NSSA”); and

WHEREAS, Developer and the WTCPUA desire to enter into this Second Amendment to include provisions regarding the funding of facilities necessary for WTCPUA to provide water service to the Developer.

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 1

Section 1. The NSSA is amended to add Section 3.3 Developer--WTCPUA Reimbursement, to read as follows:

Section 3.3 Developer--WTCPUA Reimbursement. Developer is entitled to reimbursement by the WTCPUA for the upsizing of an 8” waterline to a 16” diameter waterline associated with the Proposed Development, which is estimated to cost \$429,720 (“Developer Reimbursement Amount”). The Developer Reimbursement Amount is subject to deductions for the cost to extend an 8” waterline by the WTCPUA, which is estimated to cost \$223,861. After completion of such facilities and the application of deductions, WTCPUA shall pay Developer the difference between the Developer Reimbursement Amount and the offsets described above which is estimated at this time to be \$205,859 within 45 days of Developer's delivery to WTCPUA of a detailed cost summary documenting actual costs paid by Developer for the Developer Facilities in a form and manner approved by the WTCPUA.

Section 2. All of the other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, this instrument is executed as of the last date appearing below.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Walt Smith
Secretary/Treasurer

Date: _____

CLAYTON PROPERTIES GROUP, INC., a Tennessee Corporation, formerly known, and qualified to do business in Texas, as **CMH PARKS, INC.**, doing business as **BROHN HOMES**

By: _____

Name: _____

Title: _____

Date: _____

ITEM G

**FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF
NONSTANDARD RETAIL WATER AND WASTEWATER SERVICE
(Pearl at Bee Cave)**

This First Amendment for the Provision of Nonstandard Retail Water and Wastewater Service (the “First Amendment”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Bee Cave Parkway Owner, LLC, a Texas limited liability company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer and WTCPUA have previously entered into that certain Agreement For the Provision of Nonstandard Retail Water and Wastewater Service dated December 7, 2022 (“NSSA”); and

WHEREAS, Developer and the WTCPUA desire to enter into this First Amendment to include provisions regarding the funding of facilities necessary for WTCPUA to provide water and wastewater service to the Developer.

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 1

Section 1. The NSSA is amended to add Section 3.3 Developer--WTCPUA Reimbursement, to read as follows:

Section 3.3 Developer--WTCPUA Reimbursement. Developer is entitled to reimbursement by the WTCPUA for the upsizing of a 4” effluent line to a 12” diameter effluent line associated with the Proposed Development, which is estimated to cost \$159,087.75 (“Developer Reimbursement Amount”). The Developer Reimbursement Amount is subject to deductions for (1) the cost to extend a 12” waterline installed during the construction of the 1080 24” Transmission Main by the WTCPUA, which includes actual costs totaling \$112,357.50, and (2) the extension of the 1175 waterline and control valves to the Proposed Development, which is estimated to cost \$366,870. After completion of such facilities and the application of deductions, Developer shall pay WTCPUA the difference between the Developer Reimbursement Amount and the offsets described above which is estimated at this time to be \$320,139.75 within 45 days after receipt of the cost summary. WTCPUA’s commencement of water and wastewater service to the Proposed Development shall be contingent upon its receive of payment from Developer as described in this section.

Section 2. All of the other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, this instrument is executed as of the last date appearing below.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Walt Smith
Secretary/Treasurer

Date: _____

**BEE CAVE PARKWAY OWNER, LLC., a Texas Limited
Liability Company**

By: _____

Name: _____

Title: _____

Date: _____

ITEM I

**RESOLUTION DECLARING THE PUBLIC NECESSITY FOR ACQUIRING BY
CONDEMNATION CERTAIN DESCRIBED REAL PROPERTY INTERESTS FOR
PURPOSES OF THE 1240 TRANSMISSION MAIN PROJECT, AND AUTHORIZING
LEGAL PROCEEDINGS TO SECURE RIGHT OF ENTRY
(10308 Derecho Drive Austin Texas 78737)**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, West Travis County Public Utility Agency (the “WTCPUA”), 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, has determined that in order to promote public health, safety, and welfare, public necessity requires acquisition of the necessary permanent easement and temporary injunction to secure right-of-entry for the 1240 Transmission Main Project (the “Project”) pursuant to the Agency’s Capital Improvements Plan; and,

WHEREAS, the WTCPUA has not been able to obtain an independent professional appraisal report of the subject property required for the Project to establish and approve a certain amount determined to be just compensation for that parcel; and,

WHEREAS, the WTCPUA desires to file a request for a temporary injunction to allow a an independent appraisal report to be performed and submitted to the WTCPUA.

WHEREAS, the WTCPUA will subsequently provide the owner of the property described with an official written offer based upon the amount determined by the WTCPUA to be just compensation; and

WHEREAS, the WTCPUA will proceed with condemnation proceedings if the WTCPUA and the owner are unable to agree on the fair cash market value of the real property interest so sought by the WTCPUA, in compliance with all prerequisites of the laws of the State of Texas in order to acquire the permanent easement and right-of-entry as described below.

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

Section 1.

1. That in order to promote the public health, safety, and welfare, public necessity requires the acquisition of a permanent utility easement and right-of-entry for the transportation of water and other facilities and uses incidental thereto or in connection therewith for the WTCPUA’s water treatment system, including but not limited to, construction, reconstruction, operation,

¹ Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

maintenance, inspection and repair of transmission mains and other facilities or improvements, in the land described in the attached **Exhibit A**; and that public necessity and convenience require the condemnation of this property in order to acquire it for such purpose.

2. The WTCPUA legal representatives are hereby authorized and directed to institute proceedings seeking a temporary injunction against Nasir Hamad, owner of the property described herein, and against all other owners, lienholders, and other holders of interest in the property, in order to obtain right-of-entry in, on, upon, along, under, over and across, expressly including all impervious cover credits, open space credits, development credits, and natural area credits attributable to such tract, if any, the following described property laying and being situated wholly within Hays County, Texas, as described in the attached **Exhibit A**, to determine the fair cash market value of the real property interest.

3. It is hereby determined that the WTCPUA will subsequently transmit a bona fide offer to the property owner after an independent survey and environmental report has been obtained, in accord with the laws of the State of Texas, for the property described below, if the WTCPUA determines the need to obtain a permanent utility easement exists. In the event that the owner of said property and the WTCPUA are unable to agree on the value of the real property interests sought or the damages to be paid, the WTCPUA will initiate further proceedings to utilize the WTCPUA's eminent domain authority to acquire the necessary permanent utility easement.

4. That all previous acts and proceedings done or initiated by the WTCPUA's agents, representatives, or employees for establishment of the Project, including the negotiation for and/or acquisition of any necessary property rights for this easement are hereby authorized, ratified, approved, confirmed, and validated. This resolution shall take effect immediately from and after its passage.

Section 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 14th day of December, 2023.

Scott Roberts
President Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

EXHIBIT A



- LEGEND**
- Current Alignment
 - Alignment 2
 - Alignment Option 1
 - Parcels

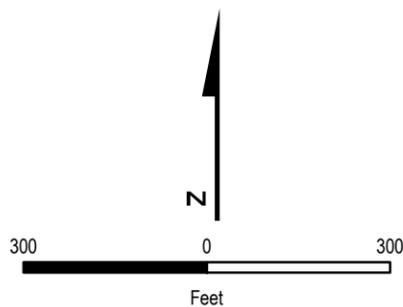


FIGURE 1
ALTERNATE ALIGNMENTS
1240 TRANSMISSION MAIN
WTCPUA

DATE AUG 2021	PROJECT NO 11.051.144	SCALE AS SHOWN
------------------	--------------------------	-------------------

SOURCE: WTCPUA UTILITY, TCAD PARECELS 2019

VI. STAFF REPORTS

ITEM A



General Manager's Report

December 14, 2023

Significant Meeting Updates

10/23/23 Meeting with Dripping Springs Water Supply Corporation regarding their water needs and timeline for providing water.

Meeting with Murfee Engineering and Operations staff regarding permitting and design of the water treatment plant.

10/24/23 Highland Lakes Firm Water Customer Cooperative meeting in Cedar Park.

11/1/23 Time Management Training with staff supervisors.

11/2/23-11/3/23 Attend Texas Water Conservation Association conference.

11/9/23 Meeting with Highland Lakes Firm Water Customer Cooperative and LCRA regarding potential revisions to the Water Management Plan.

11/15/23 Impact Fee Advisory Committee meeting.

11/16/23 Attend LCRA Firm Water Customer meeting.

11/17/23 Meeting with PASA (demographer) regarding Lake Travis ISD and Dripping Springs ISD updated demography study.

11/21/23 Meeting with Dennis Lozano and Operations staff regarding Bee Cave Central Park effluent terms.

11/28/23 Meeting with City of Bee Cave staff regarding PUA irrigation policy.

11/29/23 Meeting with Don Rauscher and Southern Land Company regarding Silver Creek project.

12/1/23 Meeting with lobbyist group and RSAH20 regarding public utility agency legislation.

12/5/23 Meeting with Casey Dobson and Sara Clark regarding Belvedere MUD litigation.

12/7/23 Meeting with City of Bee Cave staff regarding City Park effluent use terms.

12/12/23 Meeting with Hays 1 & Hays 2 (Belterra MUD) regarding pressure issues.

Updates

Late Fees/Disconnects

November

149 delinquent notices were mailed to Hwy. 290 customers on 11/6/23. 22 accounts were disconnected on 11/28/23.

144 delinquent notices were mailed to Hwy. 71 customers on 10/22/23. 27 accounts were disconnected on 11/14/23.

Boil Water Notice issued 11/30/23 after tie in of new water line and water outage for customers in the Heritage Oaks area.

Contractor hit 4" force main on 12/8/23 in front of WTP.

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 10/31/2023

Fund: 10 - General Fund

	CURRENT MONTH			ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	REMAINING	%
<u>REVENUE SUMMARY</u>							
Water Revenue	2,536,808	2,659,349	(122,541)	2,536,808	27,230,000	(24,693,192)	91%
Wastewater Revenue	452,170	452,123	47	452,170	5,400,000	(4,947,830)	92%
SER Project Revenue	194,936	41,511	153,425	194,936	1,951,000	(1,756,064)	90%
Other Income	15,094	4,165	10,929	15,094	50,000	(34,906)	70%
Investment Income	83,938	8,330	75,608	83,938	100,000	(16,062)	16%
Investment Unrealized Gain (Loss)	2,449	-	2,449	2,449	-	2,449	0%
TOTAL REVENUE	3,285,395	3,165,478	119,917	3,285,395	34,731,000	(31,445,605)	91%
<u>EXPENSE SUMMARY</u>							
Water	526,018	572,797	46,779	526,018	5,977,325	5,451,307	91%
Wastewater	181,817	205,636	23,819	181,817	2,339,225	2,157,408	92%
Electromechanical	56,748	55,966	(782)	56,748	559,050	502,302	90%
Line Maintenance	137,450	131,788	(5,662)	137,450	1,335,950	1,198,500	90%
SER Projects	26,666	17,493	(9,173)	26,666	210,000	183,334	87%
Engineering	32,805	36,919	4,114	32,805	443,250	410,445	93%
Customer Service	39,163	41,968	2,805	39,163	444,425	405,262	91%
Meter Tech	60,306	69,918	9,612	60,306	777,425	717,119	92%
Information Technology	108,847	159,589	50,742	108,847	738,700	629,853	85%
Admin	380,011	404,439	24,428	380,011	3,020,550	2,640,539	87%
Transfers Out	1,875,000	1,875,000	-	1,875,000	25,500,000	23,625,000	93%
TOTAL EXPENSE	3,424,831	3,571,513	146,682	3,424,831	41,345,900	37,921,069	92%
REVENUE OVER/(UNDER) EXPENDITURE	(139,436)	(406,035)	266,599	(139,436)	(6,614,900)	6,475,464	

Balance Sheet-All Funds

Account Summary

As Of 10/31/2023

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 34,337,482	\$ 2,015,649	\$ 1,796,042	\$ 12,776,562	\$ 28,507,984	\$ 1,772,481	\$ 81,206,200
11 - Investments	3,217,608	3,187,939	6,125,431	13,232,210	25,805,269	30,356,147	81,924,604
12 - Receivables	2,562,803	-	-	-	-	-	2,562,803
17 - Deposits	36,087	-	-	-	241,612	-	277,699
Total Asset:	\$ 40,153,980	\$ 5,203,588	\$ 7,921,473	\$ 26,008,772	\$ 54,554,865	\$ 32,128,628	\$ 165,971,306
Liability							
30 - Accounts Payable	\$ 758,069	\$ -	\$ 662,322	\$ -	\$ 1,265,436	\$ 850	\$ 2,686,677
31 - Refundable Deposits	1,574,420	-	-	-	-	-	1,574,420
32 - Other Accrued Liabilities	410,218	-	-	-	-	-	410,218
33 - Unearned New Service Fees	5,389,853	-	-	-	-	-	5,389,853
Total Liability:	8,132,560	-	662,322	-	1,265,436	850	10,061,168
Equity							
50 - Fund Balances	32,160,856	5,191,969	7,302,669	24,753,791	53,620,365	31,832,498	154,862,148
Total Beginning Equity:	32,160,856	5,191,969	7,302,669	24,753,791	53,620,365	31,832,498	154,862,148
Total Revenue	3,285,395	11,852	439,757	1,255,399	513,863	460,806	5,967,072
Total Expense	3,424,831	233	483,275	418	844,799	165,526	4,919,082
Revenues Over/Under Expenses	(139,436)	11,619	(43,518)	1,254,981	(330,936)	295,280	1,047,990
Total Equity and Current Surplus (Deficit):	32,021,420	5,203,588	7,259,151	26,008,772	53,289,429	32,127,778	155,910,138
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 40,153,980	\$ 5,203,588	\$ 7,921,473	\$ 26,008,772	\$ 54,554,865	\$ 32,128,628	\$ 165,971,306

Income Statement-All Funds

Account Summary

For the Period Ending 10/31/2023

	10	20	30	40	50	60	Total
	General Fund	Rate Stabilization Fund	Facilities Fund	Debt Service Fund	Capital Projects Fund	Impact Fee Fund	
Revenue							
60 - Water Revenue	\$ 2,536,808	\$ -	\$ -	\$ -	\$ -	\$ 334,859	\$ 2,871,667
61 - Wastewater Revenue	452,170	-	-	-	-	11,644	463,814
62 - SER Project Revenue	194,936	-	-	-	-	-	194,936
68 - Other Income	15,094	-	-	-	-	-	15,094
69 - Investment Income	83,938	9,726	17,712	34,950	70,721	83,720	300,767
69 - Investment Unrealized Gain (Loss)	2,449	2,126	5,378	14,828	26,475	30,583	81,839
89 - Bond Proceeds	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	-	-	416,667	1,205,621	416,667	-	2,038,955
Revenue Total:	3,285,395	11,852	439,757	1,255,399	513,863	460,806	5,967,072
Expense							
70 - Water Expense	526,018	-	-	-	-	-	526,018
71 - Wastewater Expense	181,817	-	-	-	-	-	181,817
72 - Shared Operations Expense	194,198	-	-	-	-	-	194,198
74 - SER Project Expense	26,666	-	-	-	-	-	26,666
79 - Shared Admin Expense	621,132	233	321	418	647	1,571	624,322
80 - Capital Outlay	-	-	482,954	-	844,152	-	1,327,106
88 - Debt Service	-	-	-	-	-	-	-
89 - Bond Issuance Costs	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	1,875,000	-	-	-	-	163,955	2,038,955
Expense Total:	3,424,831	233	483,275	418	844,799	165,526	4,919,082
Current Surplus (Deficit):	\$ (139,436)	\$ 11,619	\$ (43,518)	\$ 1,254,981	\$ (330,936)	\$ 295,280	\$ 1,047,990

ITEM C

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

Operations Report

December 2023

Executive Summary

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

Environmental Compliance

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

Water and Wastewater Process Summary: October 2023

Water Treatment Plant	Actual
AVG Raw Water	10.775 MGD
AVG Treated Water	11.381 MGD
PEAK Treated Water	14.621 MGD
AVG CFE Turbidity	0.10 NTU
AVG Chlorine	2.76 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.364 MGD	0.675 MGD
MAX Flow	0.490 MGD	
AVG CBOD	2.00 mg/l	5 mg/l
AVG Fec.Coli	1.25 mg/l	20 mg/L
AVG NH3	0.22 mg/l	2 mg/L
AVG Turbidity	1.17 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.204 MGD	0.325 MGD
MAX Flow	0.319 MGD	
AVG CBOD	2.38 mg/l	5 mg/L
AVG Fec.Coli	5.88 mg/l	20 mg/L
AVG NH3	0.15 mg/l	2 mg/L
AVG Turbidity	1.18 mg/l	3 mg/L

Water and Wastewater Process Summary: November 2023

Water Treatment Plant	Actual
AVG Raw Water	4.442 MGD
AVG Treated Water	8.962 MGD
PEAK Treated Water	11.008 MGD
AVG CFE Turbidity	0.08 NTU
AVG Chlorine	2.70 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.391 MGD	0.675 MGD
MAX Flow	0.478 MGD	
AVG CBOD	1.14 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.10 mg/l	2 mg/L
AVG Turbidity	1.26 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.206 MGD	0.325 MGD
MAX Flow	0.390 MGD	
AVG CBOD	1.71 mg/l	5 mg/L
AVG Fec.Coli	1.13 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.00 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Unit #2 Air compressors purchased.
- Winterization in process.
- Replaced various leaking control process air lines.

Raw Water Intake

- Ordered Pump #4 replacement Per 5yr plan.
 - Pump is on-site. The existing pump to be removed on the 7th of December.

Pump Station #1

- Pump control valve #3 has been ordered.
 - Pump control valve is currently being installed completion expected to be 2nd week of December.

Pump Station #2

- Ground Storage Tank #1 Fill Valve per 5yr plan.

-
- Fill Valve is on site. installation schedule pending.

Pump Station #7

- Generator replacement for 1420 pumps is in process.
 - Underground conduit has been installed, new feeders from electrical service have been installed, and Genset forms are in place.

Lakepointe WWTP

- Ordered replacement media for filters 1&2.
 - Completed replacement media installation.
- Ordered replacement HMI for filter #1.
 - The replacement has been installed.
- Mechanical repairs complete to Bar-screen.
- Replaced alternating relay on IPW pumps.

Bohls WWTP

- Replaced shaft seal on Blower #1.
- Replaced Influent pump alternating relay.

Lift Station #4

- Pump #3 replacement per 5-yr plan.
 - Pumps are on site, installation scheduled for the of week Dec. 11th.

Lift Station #10

- Pump #1 replacement per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of Dec. 18th.

Lift Station #11

- Pulled and cleared debris from both pumps.
- Pump #2 replacement per 5-yr plan.
 - Pump has arrived; ; installation scheduled for the week of Jan. 1st.

Lift Station #12

- Pump #1 and spare replacement per 5-yr plan.
 - Pumps have been delivered; installation scheduled for the week of Jan. 8th.

Lift Station #16

- Generator replacement per 5-yr plan has been ordered; expected to arrive mid-2024.

Lift Station #17

- Pump #2 replacement per 5-yr plan.
 - Pump is on site; installation scheduled for the week of Jan. 15th.

Lift Station #18

- Pump has been purchased per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of Jan. 22nd.
- Replaced Phase monitoring relay on Pump #2.

Lift Station #22

- Pump #1 replacement per 5-yr plan.
 - The pump has been delivered; installation scheduled for the week of Jan. 29th

Communication Project

- Phase 2 (Lake Pointe Area)
 - Lift stations 2, 3, 6, 7, and the Lake Pointe WWTP are in process.
 - Lift Station #2: Concrete and tower will be installed the 2nd week of December; remaining work will include fencing and revegetation.
 - Lift Station #3: Construction complete, programming and integration pending.
 - Lift Station #6: Due to moving the tower to a lower elevation another section will be added before programming and integration.
 - Lift Station #7: Fencing, programming, and integration pending.

Line Maintenance Department Update

New Water Taps/ Connections:

- 1096 Hidden Hills – Installed water tap
- 10209 Derecho Dr. – Bore and Installed water tap
- 22 Longwood Rd. – Installed water tap

Leak repairs:

- 3412 Reims Ct – Repaired leak on service line.
- 706 Cottonwood Creek – Repaired leak on service line
- 12009 Pleasant Panorama – Repaired leaking curb stop
- Hwy 290 near DS tower – Shut down system and made repairs

Leak repairs: Leaks caused by contractors

- 290 @ Four Star – water coming from storm drain at the apartment complex under construction. Investigated, leak coming from line inside the complex, contractor will make repair

Hydrants:

- Surveying, inspecting, painting and performing maintenance - 290 area, Lake Pointe, Falcon Head
- 18024 Glenville Cv. – Hydrant hit by car, installed new traffic kit and reassembled hydrant
- Onion Creek @ Darden Hills – Serviced hydrant, removed debris from valve stack, flushed
- FM 2244 – Repaired hydrant hit by car

Street /WW manholes:

- Began surveying, inspecting, and performing maintenance – Lake Pointe, Spanish Oaks
- Shops at the Galleria – 2 manhole repairs

Misc. repairs/projects:

- 1109 N. Canyonwood – Installed new meter box
- Cannon Ranch – Installed 8” master meter
- 2041 Onion Creek Bend – Excavated and replaced angle stop
- Headwater master meter – Installed tap for psi monitor install
- Dripping Springs master meter – Installed tap for psi monitor install
- 11311 Musket Rim – Remove trees blocking access to fire hydrant
- 11 Tall Oaks – Replace broken curbstop
- 2108 Sea Eagle view – Raise meter box to grade
- 5113 Great Divide – Replace meter box, set to grade
- 105 S. Canyonwood Dr. – Replaced meter box, set to grade
- Excavate and expose sewer force main for TX DOT road contractor
- 12531 Hwy 71 Bldg #4 – Replaced meter box
- 2400 Chloes Bloom – Excavated and reset meter box to grade
- Sawyer Ranch Rd. @ Darden Hills – Shut down for new line tie – in
- 2081 Onion Creek Blvd – Replace meter box
- 5111 Great Divide – Replace meter box
- 100 Honey Locust – Repair leaking 2” ARV
- 770 Linden Loop – Excavate and replace meter box

ITEM D

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: December 7, 2023
TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
FROM: George Murfee, P.E.
RE: Engineer’s Report – December 2023
CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.174

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trend is typical.

Water-System Wide

Beneficial Water Recycling Project

The TCEQ Application for a Class V injection well has been denied by the TCEQ. The injection well, as a method of effluent disposal would have complemented the pilot effort required for the BWR (Beneficial Water Recycling) facility. Alternative disposal alternatives are being assessed at this time.

Permanganate Chemical Feed Relocation

Closeout documents are being presented to the board for ratification.

Uplands Water Treatment Plant Design

The project has reached 90% completion, and a design workshop was held with the consultant team and PUA staff on August 23rd. The site plan application process is underway and MEC is addressing site plan comments from the City of Bee Cave with coordination of the operations staff. An aboveground clearwell has been added after further coordination with the TCEQ and PUA operation staff in July. A budget adjustment request is being presented to the board for the additional engineering and surveying efforts required to implement the aboveground clearwell as well as the additional changes necessitated by permitting requirements. A partial budget adjustment request was submitted in September which included some of these changes. This proposed budget adjustment request includes the remainder of the changes.

WCID 20 Wholesale Water Service Analysis

The draft memo will be presented to the WCID #20 Board during the December 2023 meeting, with the final determination to be shared with the WTCPUA by January 2024. The final step for this effort would be the rate analysis, which may be performed by a qualified independent 3rd party consultant selected by the WCID #20 Board of Directors, if the wholesale supply is operationally and financially feasible.

Impact Fee Study

MEC is updating the CIP program files and coordinating with staff and stakeholders on revised development projects to update the LUAs within the WTCPUA service planning area. We are in the process of reviewing the current customer service account summary and existing SER list for development of the updated LUA and updating construction costs for the 2018 and 2021 CIP.

Alternative Water Supply

A project specific water utility base map has been prepared. At this time, three primary water supply alternatives have been identified for assessment. Routings and cost analysis are underway.

Water – SH71 System

Highway 620 Widening

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

1080 Transmission Main

SJ Louis has completed the installation of Segment A, and we are recognizing the establishment of vegetation following fall rains. SJ Louis has presented the final pay application 12 for final payment, which includes a one year 100% maintenance bond and a one-year warranty. In addition to this memo, we have provided our recommendation for final payment and acceptance of the facilities for ownership and maintenance one year after acceptance.

Segment B plans were resubmitted for review to the City of Bee Cave and to TXDoT, all outstanding comments have been addressed with the exception of the easement acquisition. We continue to coordinate among the staff, attorney, the surveyor and land acquisition agents. We have prepared plans and bidding documents and recommend beginning the bidding phase in early 2024.

Hamilton Pool Road Transmission Main No. 2

Masonwood development is working on securing easements. We continue to coordinate with the developer as necessary on easement acquisition. Following easement acquisition by the developer, MEC will submit site development plans for review to the reviewing agencies.

TCWCID 18 Emergency Interconnect

MEC has coordinated with TCWCID 18's district engineer on the final plan comments. The project was bid on November 29th 2023 by the district engineer, and a recommendation of award followed by construction is anticipated soon.

Water – US290 System

Southwest Parkway Pump Station

The design of the pump station is underway. Site and building survey requirements are completed. Structural, Electrical, Instrumentation and Control, Mechanical and Civil specialties are under construction plan design. Major components are being coordinated with WTCPUA operations staff. Facility capacity analysis has been completed and flow rate has been determined. The preliminary engineering report has been drafted. We will be applying for a site plan exemption permit with the City of Austin in the next week.

US 290 Parallel Transmission Main Preliminary Analysis

Right of Entry (ROE) letters have been prepared and transmitted for all easements, and ROEs for the environmental work have been analyzed and prioritized. We have procured 2 easements, and Appraisals are being conducted and offer letters sent out. We are continuing discussions with homeowners to acquire easements voluntarily. We will continue to analyze the existing easements and identify easement constraints that will require additional permanent or construction easements. Constraints near the County Line Pump Station must be investigated more thoroughly as an additional 16-inch waterline for Fitzhugh Road must be accommodated. Work on the transmission main is being coordinated with the associated Plant and Pump Station projects.

Segment 2 is scheduled to be the first contract to be let for construction (from North of Circle Drive Pump Station to South of Hwy 71 ROW). Permit application to COA was submitted 9/1/23 and Travis County 9/5/23. Comments were received and responded to on 11/3/2023.

Segment 3 was submitted to the City of Austin and Travis County on 11/13/2023. Comments have been received from the County on 12/5/23. Segment 4 has begun preliminary profile design and permit submittal is scheduled in the next two weeks. Segment 1 has begun horizontal and vertical preliminary alignment design. Design surveys have been completed for all segments. Subsurface Utility Engineering (SUE) level D (records research) has been completed for all segments and locations for higher level locations are being determined. All field work for environmental constraints identification is complete and the final report is being drafted.

Ledgestone Terrace Waterline Relocation

MEC coordinated plans with the County design team and received approval for construction. Public Bids were opened on October 12th, 2023, we are currently executing the contract with EVT. The contracts were sent to the contractor on November 3rd, 2023, for them to sign and execute the contract. Upon receipt of the executed contract documents a pre-bid meeting will be scheduled, the Notice to Proceed issued, and construction will commence.

Bear Creek Pass Waterline Relocation

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

1240 Conversion Waterline

Site development permits were received by Travis County and the City of Austin in July 2023. Public bids were opened on March 16. We have reviewed the bids, and our recommendation is to investigate an alternative alignment and easement acquisition for the transmission main between the Live Oaks Springs Subdivision and the Highway 290 due to major constraints involved with construction along Derecho Drive as well as the costs. . A reimbursement agreement was executed for the work being constructed through the Phase 1 Live Oak Springs development, which is under construction.

1240 Elevated Storage Tank

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

Circle Drive PS and GST

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

Wastewater – US290 System

Bohls WWTP Expansion Design

Final approval of the site plan has been received. The drawings are being updated to reflect the required changes. The structural and electrical engineers are updating their documents to reflect the changes caused by the adjustments to the site plan.

Bohls Solids Dewatering Equipment

Project is complete. Final pay application was provided in November. Contractor awaiting payments for pay applications 3 and 4.

Lake Pointe Lift Station Rehab

The contractor has submitted a work schedule for the remainder of the project, and draft versions of the bypass pumping plan. MEC has reviewed the bypass pumping plan in coordination with PUA operations staff and will coordinate with Lake Pointe MUD and HOA once the submittal is finalized to provide advance notice. MEC will meet with operations staff and stakeholders before major operations begin at the plant, anticipated in early January 2024. After further coordination with PUA operations staff, the manual screen and the main slide gate was removed from the contract scope.

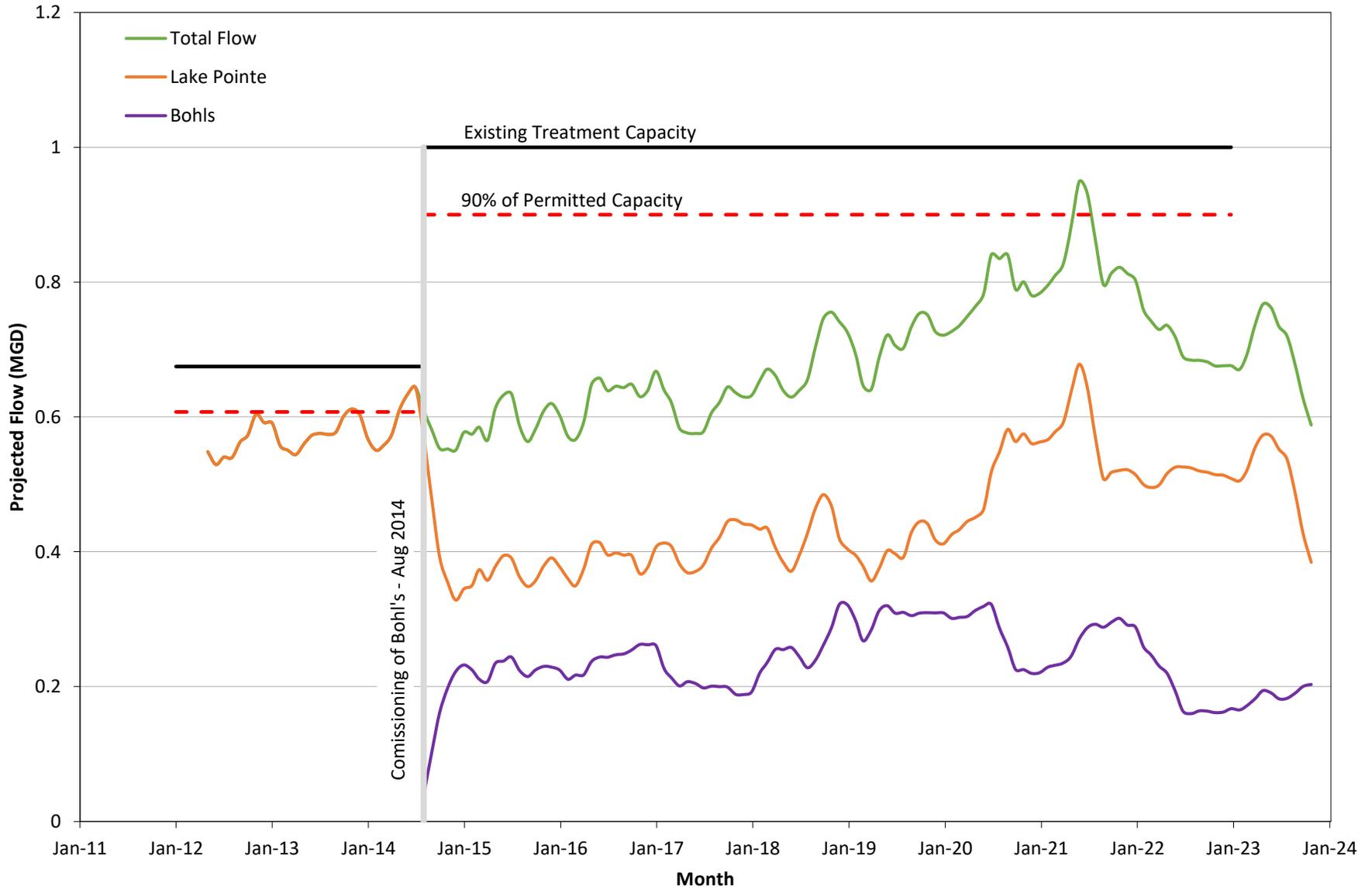
Wastewater Permit Renewal/Major Amendment

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

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

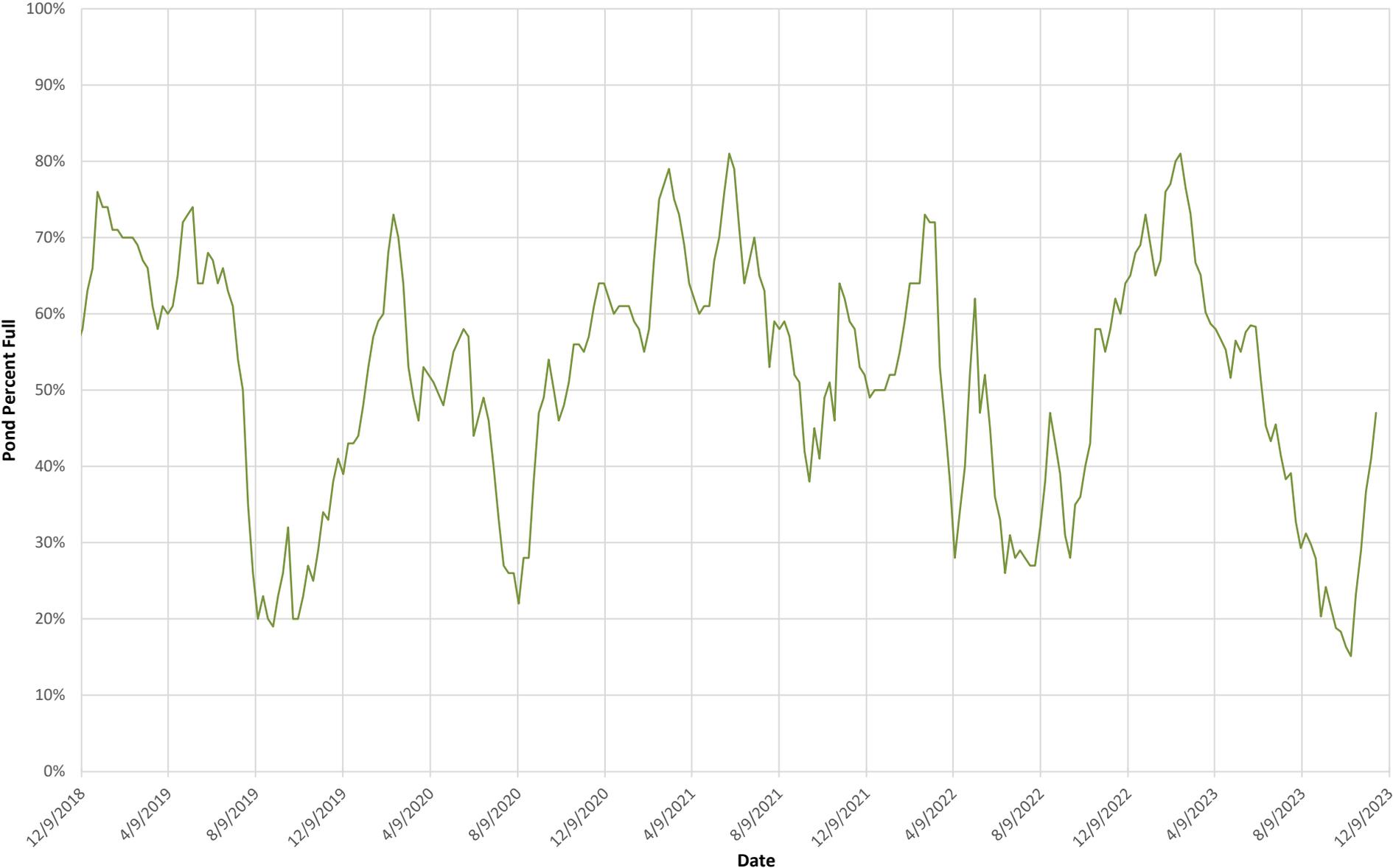
MEC has generated preliminary alignment alternatives and proposed pump station locations for the proposed force main to extend the existing effluent distribution system to the drip fields. MEC is working to determine all existing easements and utilities along the preliminary alignments along with identification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

WTCPUA Wastewater 3-Month Average Daily Flow

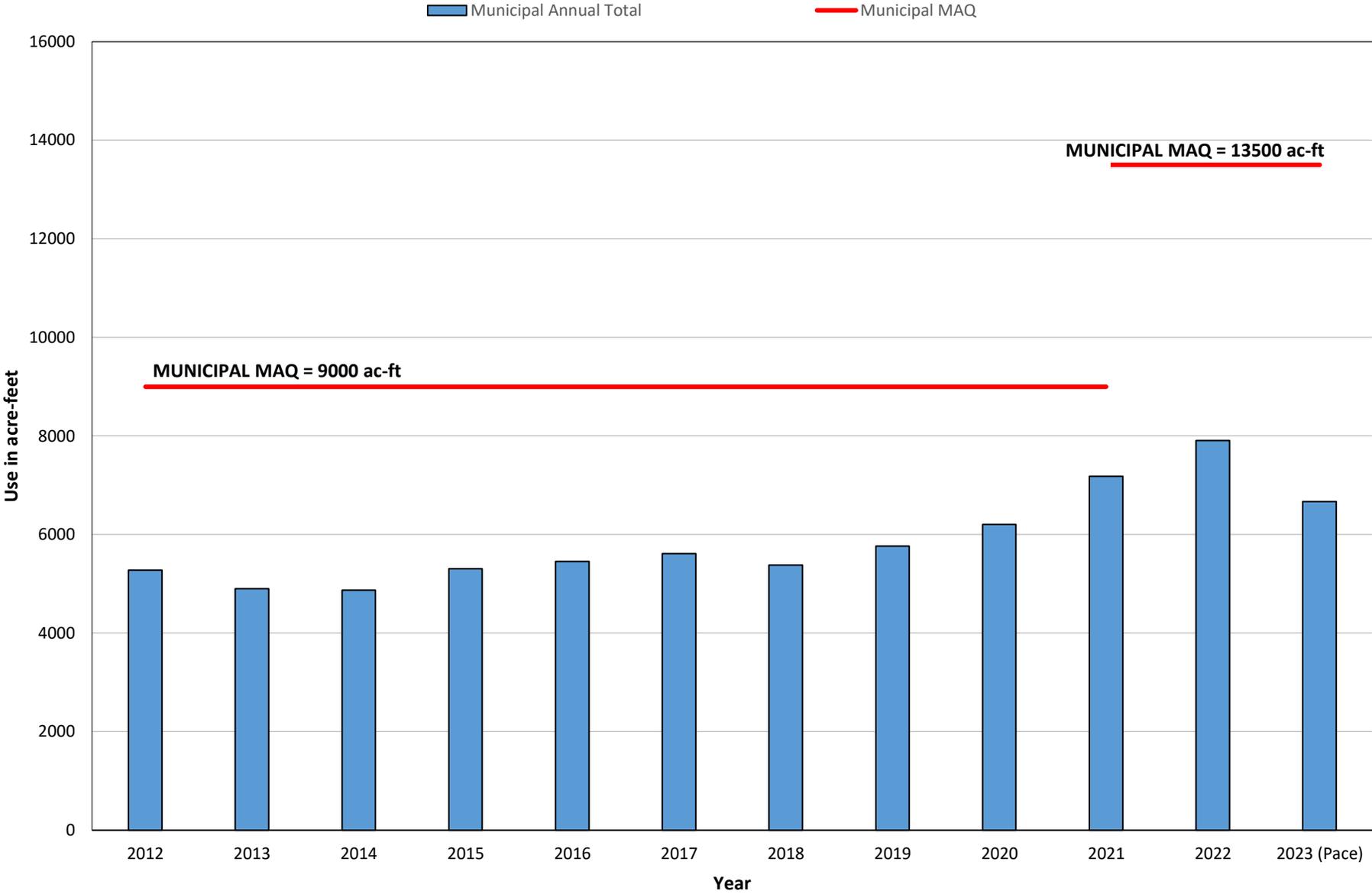


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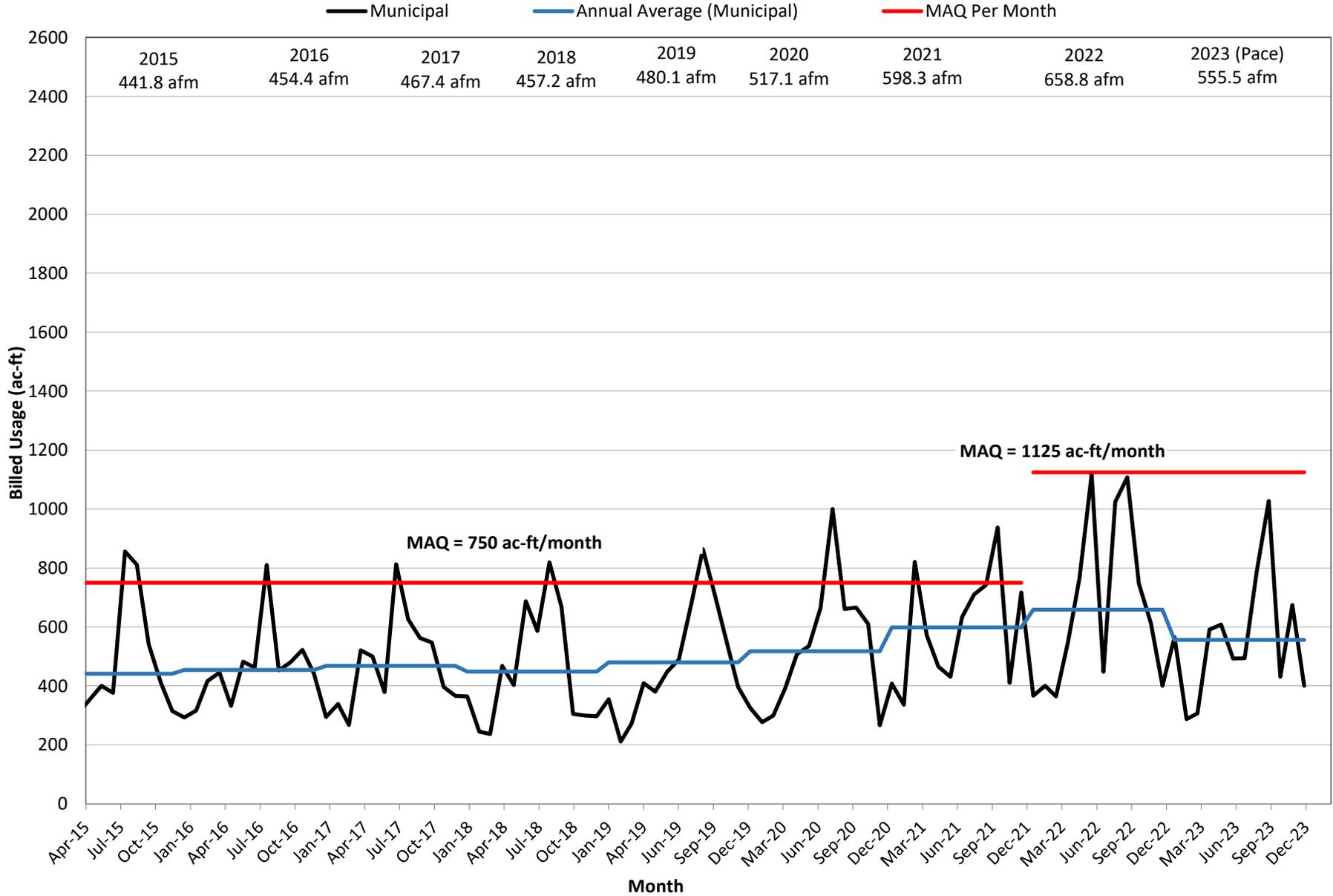
WTCPUA 5 Year Combined Effluent Pond Levels



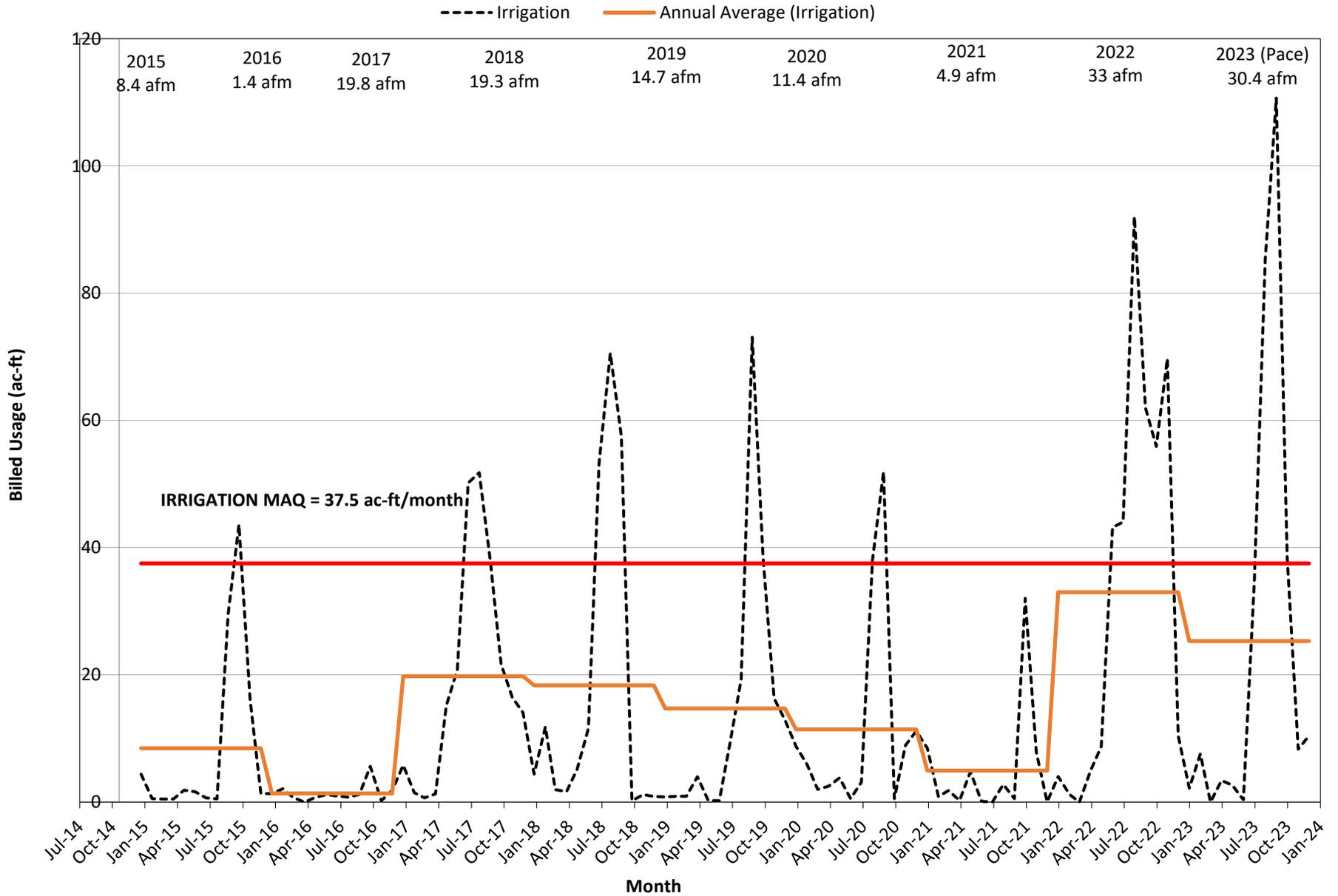
WTCPUA Annual Cumulative Municipal Raw Water Use



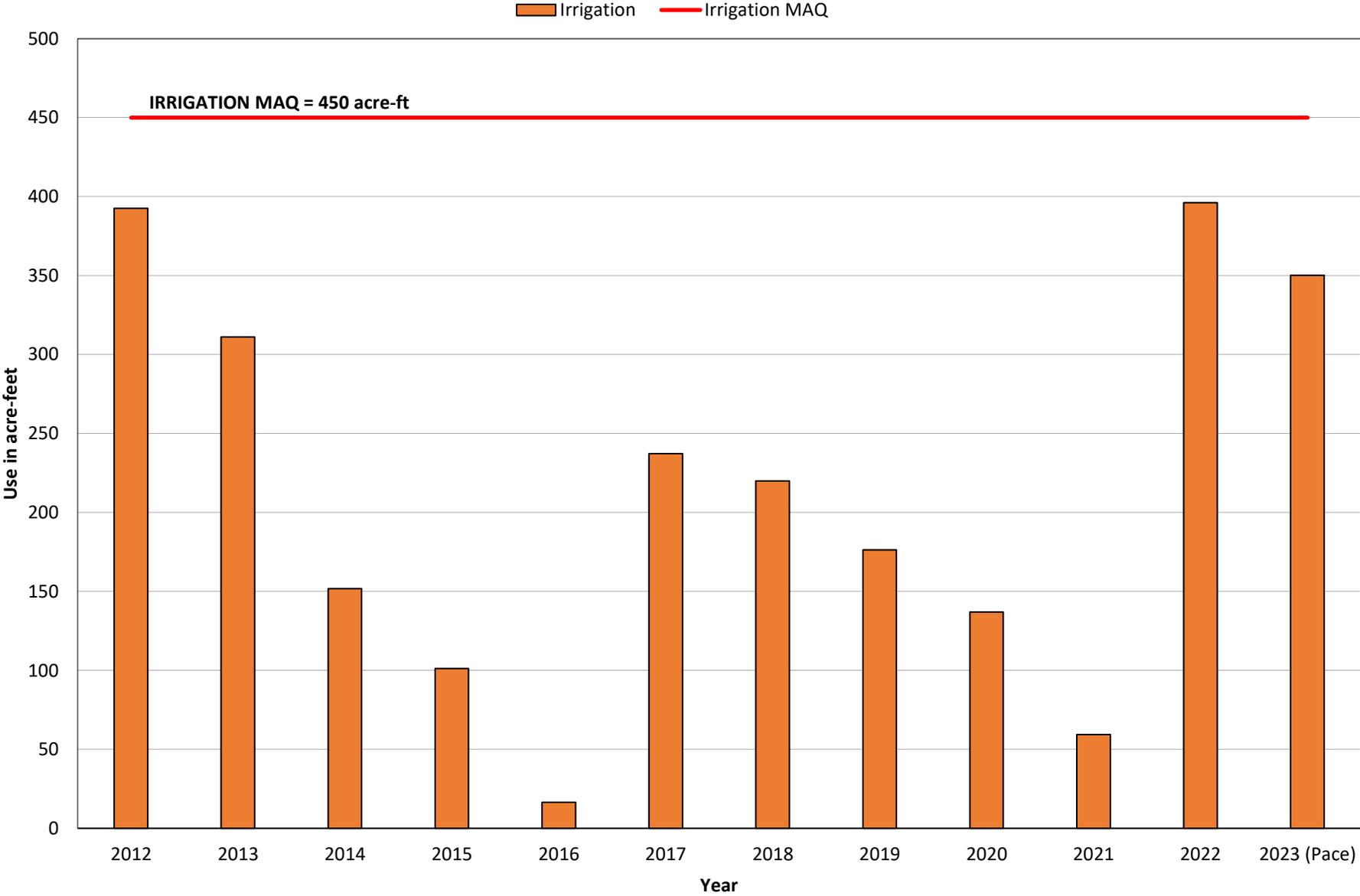
WTCPUA Municipal Raw Water Usage



WTCPUA Irrigation Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use



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WTCPUA Uplands Water Treatment Plant Production Annual Production

