## VI. NEW BUSINESS

## ITEM D

### THIRD AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A)

THIS THIRD AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (the "Third Amendment") is made and entered by and between the West Travis County Public Utility Agency, a public utility agency created and operating pursuant to Chapter 572 of the Texas Government Code (the "WTCPUA"); and Lazy Nine Municipal Utility District No. 1A, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the "District"). (Collectively the WTCPUA and the District shall be referred to herein as the "Parties").

#### **RECITALS**

WHEREAS, the District contracted with the Lower Colorado River Authority ("LCRA") for the construction of certain water facilities and the provision of wholesale treated water services from the West Travis County Water System (the "System") pursuant to that certain "Wholesale Water Services Agreement between Lower Colorado River Authority and Lazy Nine Municipal Utility District," dated October 13, 2005, and assigned to Lazy Nine Municipal Utility District 1A on February 20, 2008, and assigned by the LCRA to the WTCPUA on March 19, 2012 (the "Wholesale Agreement"); and

WHEREAS the Wholesale Agreement was amended on January 16, 2014 (the "First Amendment" and on June 15, 2017 (the "Second Amendment"); and

WHEREAS, the District has made a request to the WTCPUA to amend the Wholesale Agreement to add the 124-acre Dudley McCalla tract the "McCalla Tract") to its Retail Service Area as shown in **Exhibit B-3**; and

WHEREAS, the McCalla Tract is surrounded on three sides by the District's boundaries; and

WHEREAS, the City of Austin granted its consent, via Resolution Number 20181213-020, dated December 13, 2018, to the annexation by the District of the McCalla Tract, as attached in **Exhibit A-3** to this Third Amendment; and

WHEREAS, the District and Lower Colorado River Authority have amended the Firm Water Contract by and between Lower Colorado River Authority and Lazy Nine Municipal Utility District 1-A dated February 2, 2009, to include the McCalla Tract within the District's raw water service area; and

WHEREAS, development of the McCalla Tract will be subject to the terms and conditions contained within that certain Development Agreement between the City of Bee Cave, Texas, the District and land ownership interests within the District dated January 19, 2016; and

WHEREAS, the WTCPUA agrees that the District may add the McCalla Tract to the Retail Service Area, as defined in the Wholesale Agreement.

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

1. The above Recitals, including the definitions provided above, are incorporated into this Third Amendment. Capitalized terms not defined in this Third Amendment have the meanings

assigned to them in the Wholesale Agreement.

2. The Parties agree that Section 1.01 of the Wholesale Agreement is amended to add the following definitions:

"McCalla Tract" means the 124-acre Dudley McCalla tract of land identified on **Exhibit B- 3**.

- 3. The Parties agree that Section 8 of the First Amendment to the Wholesale Agreement is deleted in its entirety and amended to read as follows:
  - 8. <u>Exhibit "B-1"</u> of the First Amendment to the Wholesale Water Agreement is replaced with <u>Exhibit B-3</u> and is the District Retail Service Area, as defined in the Wholesale Agreement.
- 4. All other terms and conditions of the Wholesale Agreement, as amended by the First Amendment and the Second Amendment, remain in full force and effect. In the event of any conflict between the provisions of this Third Amendment and the Wholesale Agreement, the First Amendment, or the Second Amendment, this Third Amendment will prevail.
- 5. This Third Amendment is effective on the date of the last signature to this Third Amendment.

[Remainder of page left intentionally blank]

Executed by the parties as or the last date written below.

Board of Directors

## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

	By:
	Scott Roberts, President
	Board of Directors
	Date:
ATTEST:	
Ray Whisenant, Secretary	

Board of Directors

## LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A

	By:	
		Rick Castleberry, President
		Board of Directors
	Date:	
ATTEST:		
Is a Dustrie Countrie		
Joe Brown, Secretary		

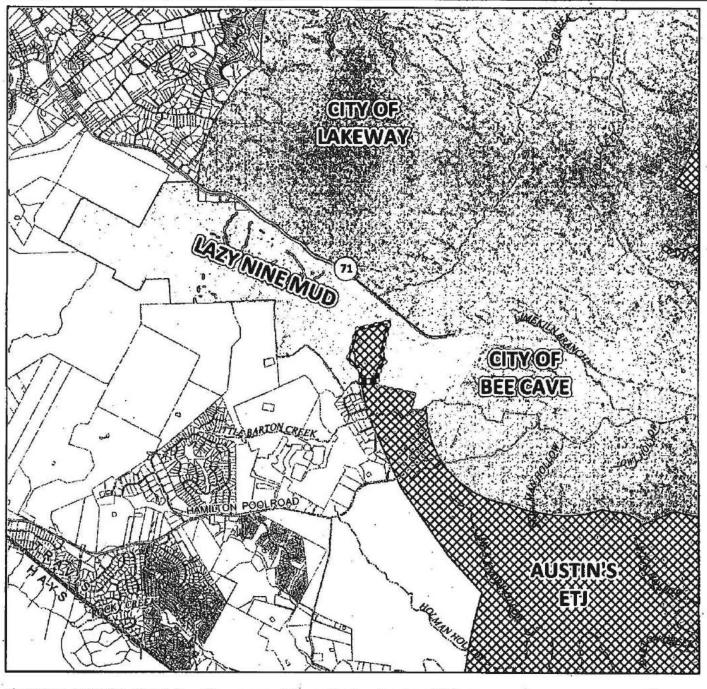
#### **RESOLUTION NO. 20181213-020**

#### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

City Council consents to the annexation by Lazy Nine Municipal Utility District 1A of approximately 124 acres of land located in Austin's extraterritorial jurisdiction in western Travis County, south of State Highway 71 West, west of the City of Bee Cave within the Barton Springs Zone.

ADOPTED: December 13, 2018 ATTESTS.

Jannette S. Goodall City Clerk



## C12M-2018-0004 - Annexation into Lazy Nine Municipal Utility District 1A (MUD)



	(A) (-)	-7	
124 acre Annexa	tion Area		
Lazy Nine MUD	1A	Parce	ls
Other Municipalit	у	Stree	
Austin ETJ			0,00,0

This product has been produced by the Planning and Zoning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness. All data by City of Austin except where otherwise indicated.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



City of Austin Planning and Zoning Department October 2018



#### **Recommendation for Council Action**

#### **AUSTIN CITY COUNCIL**

Regular Meeting: December 13, 2018

Item Number: 020

#### **Planning and Zoning**

Approve a resolution consenting to the annexation by Lazy Nine Municipal Utility District 1A of approximately 124 acres within the City of Austin's extraterritorial jurisdiction. This action concerns land located within the Barton Springs Zone.

Lead Department	PlanningandZoning
Fiscal Note	This itemhasnofiscal impact.
For More Information	Virginia Collier, Planning and Zoning Department, (512) 974-2022
Council Committee, Boards and Commission Action	December5,2018-To be reviewed by the Water and Wastewater Commission and the Environmental Commission
7.000	December 11,2018-To be reviewed by the Planning Commission

#### Additional Backup Information:

On October 31, 2018, the City received an application requesting the City's consent to the annexation of approximately 124 acres into the Lazy Nine MUD 1A (MUD). The MUD is located in the City of Bee Cave's extraterritorial jurisdiction (ETJ) in western Travis County south of State Highway 71 West, west of the City of Bee Cave. The tract to be annexed into the MUD is located in Austin's ETJ and surrounded by the MUD and Bee Cave's ETJ on three sides. A map identifying the tract to be annexed into the MUD and its location relative to existing MUD boundaries and City jurisdictions is attached. The southern portion of

the tract to be annexed into the MUD is located within the Little Barton Creek Watershed and currently subject to the City of Austin Save Our Springs Ordinance. The northern portion of the tract drains to Lake Travis and is currently subject to City of Austin Water Supply Rural water quality requirements. The property contains a minor waterway and at least one rimrock critical environmental feature.

#### Background

The Lazy Nine MUD 1A (MUD) was created by legislative act in the unincorporated area of Travis County in 2003; therefore, the City of Austin does not have a consent agreement with this MUD. However, the Texas Local Government Code and the Water Code require the owner of property located in a city's ETJ to obtain city consent prior to that property becoming part of a MUD. The Lazy Nine MUD 1A is considered a "noncity service district" and as such, the City is not authorized to place restrictions or conditions on this consent. If the City fails or refuses to consent within 90 days of receipt of a written request, the owner may petition the City to make available those services to be provided by the MUD. Failure to execute a mutually agreeable contract for services within 120 days constitutes authorization for inclusion of land within the district. This request for City consent to annexation into the Lazy Nine MUD 1A is similar to a request that was approved by the City Council in 2011 for land located to the north and east of this 124 acre tract.

The Lazy Nine MUD 1A provides customers located within the MUD with retail water services via wholesale water purchased from the West Travis County Public Utilities Agency (WTCPUA) and retail wastewater service via a centralized sewer collection system and a Texas Land Application Permit (TLAP) wastewater disposal permit. The City of Austin has an existing settlement agreement with Lazy Nine amending the wastewater TLAP to be more protective. If the subject property was not annexed into the MUD and pursued a new TLAP from the Texas Commission on Environmental Quality, the City of Austin would need to negotiate a separate agreement with the property owners in order to obtain the same protections as currently exist in the Lazy Nine settlement agreement.

Annexation of this area into the MUD would replace City of Austin water quality regulations with the regulations established by the development agreement between the MUD and the City of Bee Caves. The southern portion of the property is within the Little Barton Creek Watershed, and is currently subject the Save Our Springs Ordinance. The replacement water quality regulations for the southern portion of the property within the Little Barton Creek Watershed are less stringent, and would allow 20% impervious cover on a gross site area basis versus 20% on a net site area basis under City of Austin regulations, and would require water quality controls capable of 95% pollutant removal versus non-degradation water quality treatment under City of Austin regulations. Buffer zones for critical environmental features and creeks under Bee Cave regulations would be 85 feet, versus 50-100 feet for creek buffers in this area and 150 feet for critical environmental features under City of Austin regulations. There would be no limitations on the amount of cut and fill versus a maximum of 4 feet under City of Austin regulations.

The northern portion of the property is within the Lake Travis Watershed and is currently subject to City of Austin Water Supply Rural regulations. The replacement water quality regulations would be the Lower Colorado River Authority's Highland Lakes Watershed Ordinance. Because the requirements of both the City of Austin Water Supply Rural regulations and Lower Colorado River Authority Highland Lakes Ordinance vary based on the type of development, which is not definitively known for the subject parcel, a direct comparison cannot be made.

#### **Applicant's Proposal**

Annexation of this tract into the Lazy Nine MUD 1A will allow the MUD to provide service to this tract for the future development of large-lot single family homes. The MUD currently has water and wastewater facilities adjacent to this tract. The nearest suitable City facilities are located approximately 8.7 miles away near the intersection of Thomas Springs Road and SH 71 West. The applicant has determined that service from Austin Water is not feasible given the distance and existing improvements along the proposed routes and has requested annexation into the MUD to obtain utility service from the MUD.

Once the tract is annexed into the MUD, the portion of the tract located in the Lake Travis Watershed would be subject to the Lower Colorado River Authority's Highland Lakes Watershed Ordinance, and the portion of the tract in the Little Barton Creek Watersheds would be subject to the City of Bee Caves water quality ordinances. The applicant has indicated that topographic, utility, and access constraints will allow for the limited development of relatively low density single family uses with between 0.5 and 1.0 units per acre. Although there are currently no proposed improvements or dwelling units on the tract, detention and drainage facilities meeting applicable state and local standards will be submitted with any construction plans or preliminary plans in the future.

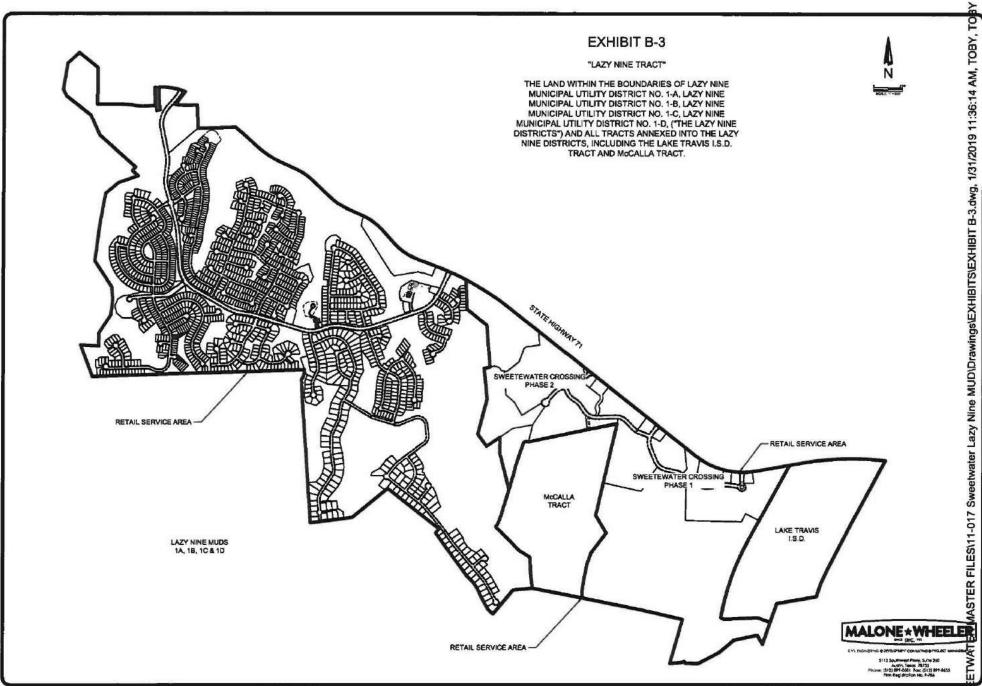
#### City Review Process

The City Code review process for annexation to a MUD requires review by staff and boards and commissions prior to action by Council. Requests for annexation into a water district are typically evaluated in terms of:

- Impact on the City's annexation program
- Land Use impacts
- The City's ability to provide direct water and/or wastewater service
- The terms of the City's consent agreement/contract(s) with the water district
- Environmental impacts
- Whether the proposed annexation would induce development within the Drinking Water Protection Zone (DWPZ) beyond what would occur otherwise

#### Recommendation

Staff recommends consent to the proposed annexation into Lazy Nine MUD 1A. Staff has determined that Austin Water cannot provide service to this tract and therefore annexation by the MUD without the express consent of the City is likely to occur in any case. Annexation into the MUD will not affect the City of Austin's annexation plans as this MUD is located in the City of Bee Cave's jurisdiction. Further, staff does not anticipate any negative land use impacts on adjacent property or significant adverse environmental impacts if the MUD annexes the tract.



### FOURTH AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A)

THIS FOURTH AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (the "Fourth Amendment") is made and entered into by and between the West Travis County Public Utility Agency, a public utility agency created and operating pursuant to Chapter 572 of the Texas Government Code (the "PUA"), and Lazy Nine Municipal Utility District No. 1A, a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code (the "District"). (The PUA and the District shall be collectively referred to herein as the "Parties").

#### RECITALS

WHEREAS, the District contracted with the Lower Colorado River Authority ("LCRA") for the construction of certain water facilities and the provision of wholesale treated water services from the West Travis County Water System (the "System") pursuant to that certain "Wholesale Water Services Agreement between LCRA and Lazy Nine MUD," dated October 13, 2005, and assigned to Lazy Nine MUD 1A on February 20, 2008, and assigned by the LCRA to the PUA on March 19, 2012 (the "Wholesale Agreement").; and

WHEREAS, Section 3.03(a) of the Wholesale Agreement provided that all water needed and requested by the District, up to, but not in excess of 5,068,000 gallons per day (or up to 2,707 LUEs) would be delivered to the District for use in the Retail Service Area; and

WHEREAS the Wholesale Agreement was amended on January 16, 2014 (the "First Amendment"), adding the definition of Max Day Reservation and establishing the maximum amount of water to be delivered by the PUA to the District on a daily basis to be 2,080,000 gallons per day which the parties agreed is the equivalent of 2,400 LUEs. Additionally, the First Amendment deleted Section 3.03 of the Wholesale Agreement in its entirety and replaced it with language that restated that the PUA agrees to provide water to the District not in excess of a peak flow rate of 2,080,000 gallons per day; and

WHEREAS, the Wholesale Agreement was further amended on July 19, 2017 (the "Second Amendment"), whereby the Parties agreed to add two additional Delivery Points for the District to receive delivery of wholesale treated water; and

WHEREAS, the Wholesale Agreement was further amended on \_\_\_\_\_ (the "Third Amendment"), whereby the Parties agreed to extend the Retail Service Area to include the McCalla Tract; and

WHEREAS, on August 24, 2018, the District submitted a Service Extension Request Application to the PUA requesting an increase of 169,000 gallons per day (or 195 LUEs) to the Max Day Reservation of water to be delivered by the PUA to the District, raising the total peak flow rate from 2,080,000 gallons per day to 2,249,000 gallons per day and the allocated daily LUEs from 2,400 to 2,595.

WHEREAS, the PUA agrees to increase the Max Day Reservation to 2,249,000 gallons per day which the parties agree is the equivalent of 2,595 LUEs.

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

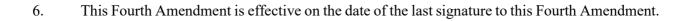
- 1. The above Recitals, including the definitions provided above, are incorporated into this Fourth Amendment. Capitalized terms not defined in this Fourth Amendment have the meanings assigned to them in the Wholesale Agreement, First Amendment, Second Amendment, or Third Amendment.
- 2. The term "Max Day Reservation" in Section 1.01 of the Wholesale Agreement, as amended by the First Amendment, is amended to read as follows:
  - "Max Day Reservation" means the maximum amount of water to be delivered by the PUA to the District on a daily basis based on the flow rates and capacity commitments established in this Agreement. The District's Max Day Reservation is 2,249,000 gallons per day which the parties agree is the equivalent of 2,595 LUEs.
- 3. Section 3.03 of the Wholesale Agreement, as amended by the First Amendment and by the Second Amendment, is deleted in its entirety and replaced with the following:

Subject to the limitations set forth herein, upon completion of construction of the Improvements, PUA agrees to divert, transport, and treat for the District all water needed and requested by the District for the District's Service Area, up to, but not in excess of (i) a peak daily flow rate of 2,249,000 gallons per day within the District's Retail Service Area, or (ii) such lesser amount as PUA may be able to supply in the event of an Emergency.

WTCPUA shall make water available at the Delivery Point(s) at a minimum pressure of thirty-five (35) psi under non-Emergency operating conditions. The Delivery Point(s) are shown on **Exhibit B-2**. The Parties may agree to additional Delivery Points in the future by amendment to the Agreement.

- 4. <u>Schedule B</u> of the First Amendment is deleted and replaced with the attached <u>Schedule</u>
  <u>B-4</u> and is the revised schedule of annual allocated debt service payments relating to the increased allocation of 2,595 LUEs of reserved capacity.
- 5. All other terms and conditions of the Wholesale Agreement, as amended by the First Amendment, Second Amendment, or Third Amendment, remain in full force and effect. In the event of any conflict between the provisions of this Fourth Amendment and the Wholesale Agreement, the First Amendment, Second Amendment, or Third Amendment, this Fourth Amendment will prevail.

### FOURTH AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (LAZY NINE MUNICIPAL UTILITY DISTRICT NO. IA)



[Signature pages to follow]

Executed by the parties as or the last date written below.

WTCPUA Board of Directors

## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

		Ву:	
			Scott Roberts, President
			WTCPUA Board of Directors
		Date:	
ATT	EST:		
By:			
	Ray Whisenant, Secretary		

## LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A

	By:	_
	Date:	
ATTEST:		

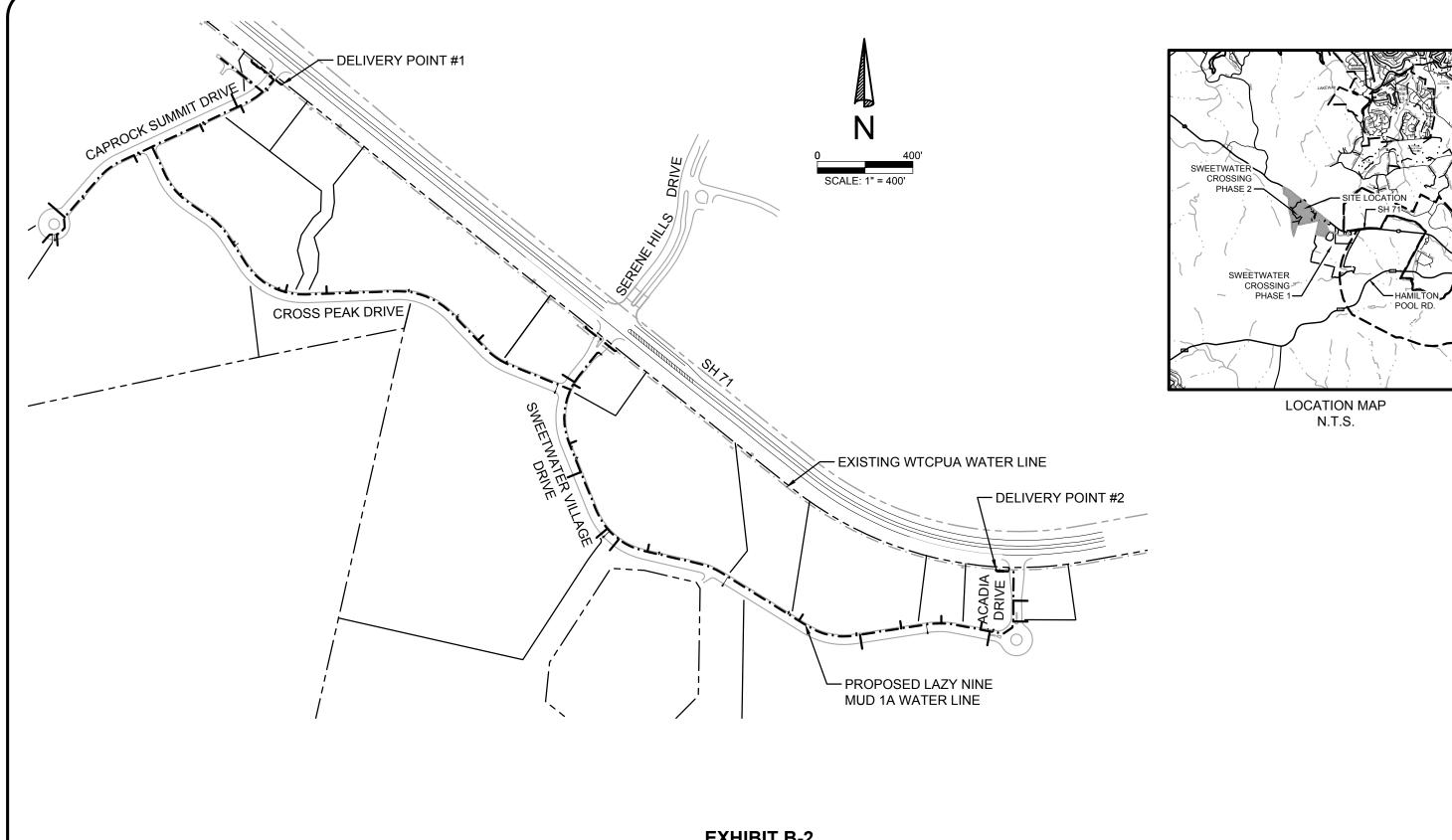
### FOURTH AMENDMENT TO THE WHOLESALE WATER SERVICES AGREEMENT (LAZY NINE MUNICIPAL UTILITY DISTRICT NO. lA)

#### **EXHIBIT B-2**

(Delivery Points)

#### **SCHEDULE B-4**

#### (Schedule of Annual Allocated Debt Service Payments)



**EXHIBIT B-2 SWEETWATER CROSSING** 

TRAVIS COUNTY, TEXAS



CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260 Austin, Texas 78735 Phone: (512) 899-0601 Fax: (512) 899-0655 Firm Registration No. F-786

#### West Travis County Public Utility Agency Wholesale Rate Study February 12, 2019 Individual Capital Amortization Schedule

#### Sweetwater Additional 195 LUEs Series 2013-2019 Debt Payment Schedule

Effective Interest Rate	3.78%
Capital Cost Allocation	\$ 623,194
Plus Reserves	35,063
Plus Issuance Costs (2%)	13,165
Capital Cost Allocation	\$ 671,422

Build-out LUEs

Current LUEs (January 2019) Annual Payment per LUE \$ 193

Effective Impact Fee Credit 19%

	Projected						To	tal Annual Debt			Anı	nual Minimum	М	onthly
	LUEs	Beg	inning Balance	Inte	erest Expense	Subtotal		Payment	Е	nding Balance	Bill	Paid to PUA*	Mini	mum per
2019	-	\$	671,422	\$	25,349	\$ 696,771	\$	9,465	\$	687,306	\$	10,064.68		
2020	49	\$	687,306	\$	25,948	\$ 713,254	\$	9,465	\$	703,789	\$	10,064.68	\$	17.12
2021	98	\$	703,789	\$	26,571	\$ 730,360	\$	18,930	\$	711,430	\$	20,129.35	\$	17.12
2022	147	\$	711,430	\$	26,859	\$ 738,289	\$	28,396	\$	709,893	\$	30,194.03	\$	17.12
2023	196	\$	709,893	\$	26,801	\$ 736,694	\$	37,861	\$	698,834	\$	40,258.70	\$	17.12
2024	245	\$	698,834	\$	26,384	\$ 725,217	\$	47,326	\$	677,891	\$	50,323.38	\$	17.12
2025	245	\$	677,891	\$	25,593	\$ 703,484	\$	47,326	\$	656,158	\$	50,323.38	\$	17.12
2026	245	\$	656,158	\$	24,772	\$ 680,931	\$	47,326	\$	633,605	\$	50,323.38	\$	17.12
2027	245	\$	633,605	\$	23,921	\$ 657,526	\$	47,326	\$	610,200	\$	50,323.38	\$	17.12
2028	245	\$	610,200	\$	23,037	\$ 633,238	\$	47,326	\$	585,912	\$	50,323.38	\$	17.12
2029	245	\$	585,912	\$	22,120	\$ 608,032	\$	47,326	\$	560,706	\$	50,323.38	\$	17.12
2030	245	\$	560,706	\$	21,169	\$ 581,875	\$	47,326	\$	534,549	\$	50,323.38	\$	17.12
2031	245	\$	,	\$	20,181	554,730	\$	47,326	\$	507,404	\$	50,323.38		17.12
2032	245	\$	507,404	\$	19,156	\$ 526,561	\$	47,326	\$	479,235	\$	50,323.38	\$	17.12
2033	245	\$	479,235		18,093	\$ 497,328	\$	47,326	\$	450,002	\$	50,323.38	\$	17.12
2034	245	\$	450,002	\$	16,989	\$ 466,991	\$	47,326	\$	419,666	\$	,	\$	17.12
2035	245	\$	-,	\$	15,844	\$ 435,509	\$	47,326	\$	388,184	\$	50,323.38	\$	17.12
2036	245	\$	388,184			\$ 402,839	\$	47,326	\$	355,513	\$	50,323.38	\$	17.12
2037	245	\$	355,513	\$	13,422	368,935	\$	47,326	\$	321,609	\$	50,323.38		17.12
2038	245	\$	,	\$	12,142	333,751		47,326	\$	286,425	\$	50,323.38		17.12
2039	245	\$	,	\$	10,814	\$ 297,239	\$	47,326	\$	249,913	\$	50,323.38	\$	17.12
2040	245	\$	249,913			\$ 259,348	\$	47,326	\$	212,022	\$	,	\$	17.12
2041	245	\$	212,022		8,005	\$ 220,027	\$	47,326	\$	172,701	\$	50,323.38	\$	17.12
2042	245	\$	172,701		6,520	179,221	\$	47,326	\$	131,895	\$	50,323.38	\$	17.12
2043	245	\$	131,895	\$	4,980	136,875	\$	47,326	\$	89,549	\$	50,323.38	\$	17.12
2044	245	\$	,	\$	3,381	,	\$	47,326	\$	45,604	\$	50,323.38	\$	17.12
2045	245	\$	45,604	\$	1,722	\$ 47,326	\$	47,326	\$	0	\$	50,323.38	\$	17.12

 $<sup>\</sup>hbox{*Annual minimum bill paid to PUA includes impact fee credit, plus times coverage requirements}.$ 

## ITEM F



#### West Travis County Public Utility Agency Memorandum

TO: Board of Directors

FROM: Robert W. Pugh, General Manager

CC: Dennis Lozano, MEC; Judith Coker; Stefanie Albright

SUBJECT: Live Oak Springs NSSA – Draft Amendment No. 3

DATE: February 15, 2019

The West Travis County Public Utility Agency (PUA) entered into a Non-Standard Service Agreement for 86 LUEs of water service to the 164.6 acre Live Oaks Development on February 18, 2016. The project included construction of 7320' of 16" transmission main to serve the development from the U.S. 290 1240 System south along Derecho Drive where it would connect with the 1212 System near the existing Zyle Road standpipe. The Developer would pay for 4980' of 8" onsite water main and the WTCPUA would pay for upsizing to a 16" transmission main since this main is included in the CIP program. The PUA would pay for 2340 linear feet of offsite 16" transmission main as part of the CIP project. The 1212 system would be converted to the 1240 system and the Zyle Road Standpipe decommissioned.

The original NSSA had the Developer paying 100% of the onsite 8" water main at \$398,000; 4.5% of the 16" transmission main upsizing at \$16,850; 4.5% of the 24"x 16"-6" connection to US290 at \$750; and 4.5% of the Zyle Road Standpipe decommissioning and yard piping conversion at \$2835 for a total Developer cost of \$418,435. Impact Fee Credits were included in the NSSA.

The NSSA allowed for the on-site 16" transmission main to be contained in public right of way, and for the Developer to use good faith efforts to secure easements for the offsite 16" transmission main, to be paid at fair market value. If the offsite 16" transmission main easements would not been obtained within six (6) months from the effective date of the Agreement, then the offsite 16" transmission main could be

Board of Directors Page 2 February 15, 2019

located within public right of way or adjacent utility easements. Per 1.1 (f) of the Agreement the Developer would be responsible for executing design, permitting, bidding, construction, and inspection of the facilities.

On September 15, 2016 a First Amendment was executed extending the reservation period from four years to five years. On June 21, 2018 a Second Amendment was executed revising the five year reservation period from April 4, 2018 to April 4, 2023, effectively extending the original reservation period to seven (7) years.

In October, 2018 the Developer advised that the site plan application was denied by the City of Austin, and that he was considering re-applying for a scaled back project for 30 LUEs on approximately 47 acres on the southern part of the property. Accordingly, after review MEC and staff are suggesting consideration of Amendment 3 which would reduce the water allocation from 86 LUEs to 30 LUEs, strike the original NSSA cost sharing provisions and simplify the project with the WTCPUA fully funding the 16" CIP transmission main through the Development, including providing stub-outs for water main connections to the revised site plan. This approach would decouple the CIP Facilities construction from the Development facilities construction, thereby facilitating improved CIP project efficiency including the easement provided by the Developer within 90 days of the effective date of the Agreement. The Developer would provide all on-site easements for the 16" CIP transmission main in exchange for water service and stub-outs. The WTCPUA would gain full control of scheduling design, permitting, bidding, construction and inspection of the CIP project.

# 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 <u>Exhibit C-3</u> ("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:

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

#### 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:

<u>Section 2.1.</u> 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 <u>30</u> 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 <u>30</u> LUEs.

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

- <u>Section 2.3.</u> <u>Construction of the CIP Facilities.</u> WTCPUA shall, at WTCPUA's sole cost and expense, construct the CIP Facilities as depicted in <u>Exhibit D-3</u> within the permanent easements pursuant to Section 4.5 below.
- <u>Section 2.4.</u> <u>Connections to Developer Facilities.</u> 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**.
- <u>Section 2.5.</u> <u>CIP Facilities Location.</u> 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

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

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:

<u>Section 4.2.</u> <u>Impact Fees.</u> Developer shall pay water Impact Fees for a total of <u>30</u> LUEs. The Developer may pre-pay water Impact Fees for the <u>30</u> 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 <u>30</u> LUEs of water service runs with and is assigned to the Revised Development.

Section 4.5 is added as follows:

<u>Section 4.5.</u> <u>CIP Facilities Easement.</u> 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

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

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.

#### 3. <u>Defined Terms.</u>

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

#### 4. 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}

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#### WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

		att Roberts, President
	Date:	
ATTEST:		

Ray Whisenant, Secretary Board of Directors

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#### DAVID KNAPP

By:
Name:
Title:
Date











#### AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE (LIVE OAK SPRINGS)

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 David Knapp ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns approximately 164.6 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**

<u>Section 1.1</u> <u>Definition of Terms</u>: 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 that 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 David Knapp or his 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) "Developer Facilities Costs" means all costs and expenses incurred by Developer in connection with the design and construction of each of the Developer Facilities, 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. For purposes of determining the Developer Facilities Costs associated with constructing a 16-inch on-site transmission line in lieu of an 8-inch diameter transmission line, Developer shall solicit alternate bids for construction of 8-inch and 16-inch water transmission lines.
- (g) "Effective Date" shall mean the date of the last signature to this Agreement.
- (h) "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 and wastewater 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.
- (i) "Internal Facilities" means all water utility facilities located within the Proposed Development that have been constructed by Developer to be conveyed to the WTCPUA to provide retail water service to customers within the Proposed Development, including without limitation all water distribution and service facilities and appurtenances, but specifically excluding the Developer Facilities and any water service facilities located downstream of a water meter for an individual Residential Customer.
- (j) "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.
- (k) "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/or wastewater capacity in the WTCPUA System.
- (1) "Reservation Period" shall mean a four (4) year period commencing on the Effective Date of this Agreement.
- (m) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in 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.

- (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.
- <u>Section 1.2</u> <u>Article and Section Headings</u>. 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.
- <u>Section 1.3</u> <u>Interpretation</u>. 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 86 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 exceeds 86 LUEs; provided, however, that that Developer may seek an amendment to this Agreement to obtain retail water service in excess of 86 LUEs in the event that retail water service as contemplated by this Agreement is insufficient to provide retail water service to the entirety of the Proposed Development. Developer shall be required to submit a service extension request and submit all required documentation and pay all applicable fees required for a service extension request prior to consideration of such an amendment. Any amendment to this Agreement shall be entered into only with the approval of the WTCPUA Board of Directors, and such approval shall be granted in the WTCPUA's sole discretion.
- <u>Section 2.2</u> <u>No Implied Waivers or Credits</u>. 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 CONSTRUCTION OF FACILITIES

#### Section 3.1 Developer Facilities and Internal Facilities.

- (a) Developer shall, at Developer's sole cost and expense, construct the Developer Facilities and Internal Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities and Internal Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Upon WTCPUA inspection and acceptance of the Developer Facilities and Internal Facilities, and upon Developer's acceptance of the water Impact Fee credit determined pursuant to Section 3.1(c), Developer shall convey such facilities to the WTCPUA. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities and Internal Facilities shall be subject to all applicable WTCPUA Rules and Policies.
- (b) Developer shall competitively advertise the contract for construction of the Developer Facilities in accordance with the competitive bidding requirements applicable to municipal utility districts under the laws of the State of Texas. Developer agrees to use its reasonable and good faith efforts to ensure that the Developer Facilities and Internal Facilities shall be constructed in a good and workmanlike manner and that all material used in such construction shall be free from defects and fit for its intended purpose.
- (c) Upon substantial completion of the construction of the Developer Facilities, Developer shall provide to the WTCPUA an accounting of the final amount of the Developer Facilities Costs. The information furnished by the Developer to the WTCPUA shall include documentation in reasonable detail supporting the amount of the Developer Facilities Costs. The WTCPUA shall evaluate the documentation provided and determine the amount to be credited against payment of Water Impact Fees based on the substantiated Developer Facilities Costs in accordance with Section 4.2 below. Any costs related to Internal Facilities shall not be credited against Water Impact Fees. The costs associated with upsizing the internal transmission line to be constructed within the Property, as set forth in Exhibit "B", are entitled to be credited against Water Impact Fees for the upsized portion as approved by the WTCPUA.

#### Section 3.2 Construction of 16-Inch Water Transmission Main.

- (a) The portion of the 16" Waterline included in the Developer Facilities must be completed by Developer prior to, and as a condition of service to, the first connection within the Proposed Development.
- (b) The WTCPUA agrees that the portion of the 16-inch Water Transmission Main located within the boundaries of the Proposed Development may be located within public rightof-way.

- (c) The WTCPUA acknowledges and agrees that individual service connections within the Proposed Development may be served by taps directly into the 16" Water Transmission Main.
- (d) With respect to that portion of the 16-inch Water Transmission Main located outside the boundaries of the Proposed Development, the Developer will use good faith efforts to secure easements on behalf of WTCPUA in a form reasonably acceptable to the WTCPUA. Without limitation, the Developer will offer to pay fair market value to purchase said easement interests. In the event any property owner requests retail water service from the WTCPUA as a condition of granting an easement to WTCPUA, the WTCPUA may agree to make retail water service available to such landowner in accordance with its standard terms and conditions of retail water service and upon approval of the WTCPUA General Manager.
- (e) If any easements for the Offsite 16-Inch Water Transmission Main have not been secured by the Developer within six (6) months from the Effective Date, the WTCPUA agrees that such portion(s) of the Offsite 16-Inch Water Transmission Main may be located within public right-of-way, or utility easements adjacent to, Derecho Drive, provided the cumulative width of such public right-of-way together with adjacent utility easements shall be at least sixty (60) feet wide.
- <u>Section 3.3</u> <u>Developer Deposit</u>. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$10,000.00 ("Developer Deposit"), which shall be used to pay the WTCPUA's applicable 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 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 Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to 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 as well as the obligations under this Agreement, including the payment or credit of Impact Fees as provided in Section 4.2.

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

<u>Section 4.2</u> <u>Impact Fees</u>. Developer shall pay or receive credits for water Impact Fees for a total of 86 LUEs. The water Impact Fee rate paid by Developer shall be reduced by a credit in the amount of the Developer Facilities Costs for the Developer Facilities projects identified in <u>Exhibit B</u> that are included in the WTCPUA approved Capital Improvements Program and water Impact Fee calculation as of the Effective Date. The maximum amount of water Impact Fee amounts eligible to be offset by the Developer Facilities Costs pursuant to this Agreement will be an amount equal to or less than the amount of water Impact Fees due for 86 LUEs at the time the construction of the Developer Facilities is accepted by the WTCPUA.

If, at the time the construction of the Developer Facilities is accepted by the WTCPUA, the Developer Facilities Costs are less than the amount of water Impact Fees due for 86 LUEs, the Developer shall pre-pay water Impact Fees for the remaining LUEs within the Proposed Development before the WTCPUA may accept conveyance of the Developer Facilities. For example, if the Developer submits Developer Facilities Costs in an amount equivalent to 80 LUEs, Developer shall prepay water Impact Fees for 6 LUEs. Except as otherwise provided by Chapter 395 of the Texas Local Government Code, the amount of the water Impact Fee paid pursuant to this Section will be the amount of the water Impact Fee in effect at the time the construction of the Developer Facilities is accepted by the WTCPUA.

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 this Agreement times the number of LUEs reserved for the Proposed Development pursuant to this 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. Upon each annual payment of Reservation Fees, 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 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. The Parties agree that this provision shall not be construed to prevent the assignment of rights and obligations to Ashton Austin Residential, LLC in accordance with Section 6.2 below.

Reservation Fees for the initial year of Reservation Period shall be paid not later than six (6) months from the date of approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 86 LUEs of water service has not been installed in accordance to WTCPUA Tariff provisions. Any LUEs in reserved status, but which are

connected and for which impact fees are paid or credited 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 86 LUEs of water service runs with and is assigned to the Proposed Development.

<u>Section 4.4 Right of Access.</u> Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities and Internal Facilities, or any other portion of the Developer Facilities and Internal 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 86 LUEs for which water impact fees have not be credited or paid, pursuant to this Agreement or Chapter 395 of the Texas Local Government Code, 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, 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 such termination, 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

<u>Section 6.1</u> <u>Entire Agreement.</u> 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, delayed or denied. The WTCPUA hereby consents and agrees to the assignment by the Developer of this Agreement, in whole or in part, including the reservation of capacity and right to service for the Proposed Development, in connection with the conveyance of all or part of the Proposed Development to Ashton Austin Residential, LLC, a Texas limited liability company, or any affiliate thereof (the "Assignee"), provided such entity executes the assignment and assumption instrument in the form attached hereto as Exhibit C and furnishes an executed copy thereof to the WTCPUA within 10 business days of such assignment. Assignment shall not be effective until the Assignee provides a completed disclosure of interested parties form (Texas Ethics Commission Form 1295) and certification of filing to the WTCPUA.

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.

<u>Section 6.3</u> <u>Notices.</u> 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 12117 Bee Cave Rd Bldg 3 Ste 120 Bee Cave TX 78738

Email: generalmanager@wtcpua.org

Copy to: Lauren Kalisek

Lloyd Gosselink Rochelle & Townsend, PC

816 Congress Avenue Suite 1900

Austin, Texas 78701

Email: salbright@lglawfirm.com

Developer: David Knapp

3801 N. Capital of Tx Hwy

Ste. E240-180

Austin, Texas 78746

Upon notice to the WTCPUA of an assignment of this Agreement to Ashton Austin Residential, LLC, or any affiliate thereof, pursuant to Section 6.2, notice to the Developer shall be delivered to:

Ashton Austin Residential, LLC Attn: Keith Pearson 4201 W. Parmer Lane, Suite A150 Austin, Texas 78727

<u>Section 6.4</u> <u>Invalid Provision</u>. 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.

<u>Section 6.5</u> <u>Applicable Law</u>. 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 <u>Time is of the Essence</u>. Time shall be of the essence in this Agreement.

<u>Section 6.7</u> <u>Third Party Beneficiaries</u>. 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 <u>Saturday</u>, 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.

<u>Section 6.9</u> <u>Counterparts</u>. 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.

<u>Section 6.10 Exhibits</u>. 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.

<u>Section 6.11</u> <u>No Joint Venture, Partnership, Agency, Etc.</u> 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.

	AGENCY
	By: Will Clies V.P.
	Board of Directors
	Date: 2/18/16
ATEST:	
MIEST:	· A

### DAVID KNAPP

Ву: _	Ou how
Name:	PAND KNAPP
Title: _	(3ECF)
Date: _	4/4/16

### EXHIBIT A

Legal Description:

164.600 acres of land out of the WS Holton Survey #67, Abs 350 and the WP Baxter Survey #58, Abs 118 & Various Surveys more particularly described in that Special Warranty Deed to David Joseph Knapp dated June 24, 2014 of record in Document No. 2014094290 of the Real Property Records of Travis County, Texas.

### EXHIBIT B DEVELOPER FACILITIES

Table 1: Projects Summary and Cost

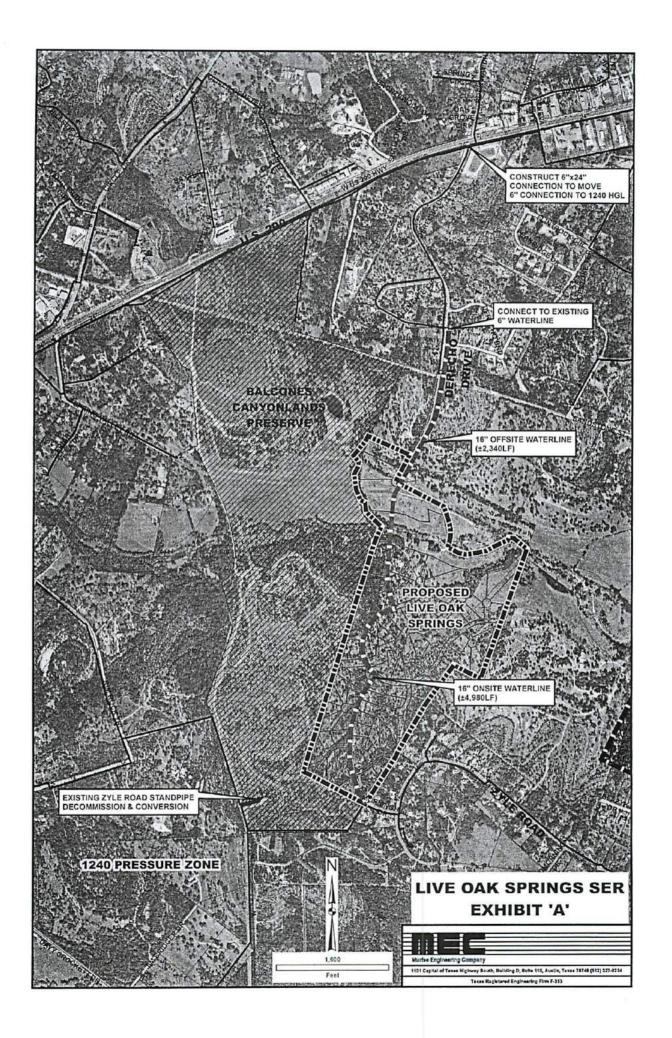
Project/ Facility	Quantity	Estimated Project Cost	Percent Capacity Live Oak Springs	Live Oak Springs Pro Rata	CIP Project
Onsite 8" Waterline	4,980 LF	\$398,000	100%	\$398,000	No
Upsize Onsite 8" Waterline to 16"	4,980 LF	\$240,000	0%	\$0	Yes
16" Offsite Waterline	2,340 LF	\$374,400	4.5%	\$16,850	Yes
24" x 16"-6" Connection at US290*	1	16,500	4.5%	\$750	Yes
Decommission Zyle Road Standpipe and Conversion of Yard Piping and Appurtenances	1	\$63,000	4.5 mm	\$2,835	Yes
	TOTAL	\$1,024,400		\$418,435	

<sup>\*-</sup>For the connection to the US290 24" transmission main, a 24x16 tee, a 16" gate vale, and a 16x6 reducer will be used to facilitate future extension of the 16" waterline from Clemente Circle to US290

Service to Live Oak Springs under the proposed scenario fits within the WTCPUA CIP, provides adequate service to the tract, and does not impose detrimental effects on any other portions of the system.



### Exhibit A



### **EXHIBIT C**

# ASHTON AUSTIN RESIDENTIAL, LLC ASSIGNMENT AND ASSUMPTION INSTRUMENT

# ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL AND WASTEWATER SERVICE

#### ([PROPERTY NAME])

STATE OF TEXAS
COUNTY OF TRAVIS

This Assignment and Assumption Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (this "Assignment") is executed by [NAME OF PARTY ASSIGNING SERVICE], a [STATE WHERE INCORPORATED/FORMED] [BUSINESS ENTITY TYPE] ("Grantor"), in favor of [NAME OF PARTY ASSUMING SERVICE], a [STATE WHERE INCORPORATED/FORMED] [BUSINESS ENTITY TYPE] ("Grantee") to be effective as of the date set forth below.

#### RECITALS

- A. Grantor and the West Travis County Public Utility Agency (the "WTCPUA"), a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, entered into that certain Agreement for the Provision of Nonstandard Retail Water and Wastewater Service dated [DATE], attached hereto as <u>Exhibit A</u> and incorporated herein for all purposes (the "Agreement").
- B. Grantor desires to assign Grantor's rights in the Agreement to Grantee, and Grantee desires to acquire and assume all of Grantor's rights, duties and liabilities from Grantor.
- C. Section [SECTION NUMBER] of the Agreement allows Grantor to assign the Agreement to a party that receives an express assignment of the Agreement and assumes all of Developer's duties and liabilities under the Agreement in writing, upon written notice to the WTCPUA. Concurrently with the execution of this Agreement, Grantor and Grantee will obtain an executed Consent to Assignment from the WTCPUA.

#### **AGREEMENTS**

NOW, THEREFORE, for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. <u>Assignment</u>. Grantor has ASSIGNED, TRANSFERRED AND CONVEYED and by these premises does hereby ASSIGN, TRANSFER AND CONVEY to Grantee all of Grantor's right, title and interest in, to and under the Agreement. This Assignment includes the assignment of the reservation of \_\_\_ LUEs of water/wastewater capacity, and the obligation to pay reservation fees pursuant to the Agreement.

- 2. <u>Assumption</u>. Grantee hereby (i) agrees to all terms and conditions of the Agreement, (ii) covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by Grantor under the Agreement and assumes all liabilities of Grantor under the Agreement, and (iii) covenants and agrees to comply with all provisions of the Agreement and obey any and all governing laws, statutes or regulations of any kind regarding the Agreement.
- 3. <u>Entire Agreement</u>. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter thereof.
- 4. <u>Binding Effect</u>. All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Headings</u>. The headings and captions in this Assignment are for convenience only, and shall not control or affect the meaning or construction of any provision of this Assignment.
- 6. <u>Modification</u>. This Assignment may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
- 7. <u>Invalid provisions</u>. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
- 8. <u>WTCPUA Consent.</u> Grantor and Grantee understands and agrees that this Assignment does not become effective for those provisions in the Agreement requiring consent to assignment until the WTCPUA Board of Directors approves and executes a <u>Consent to Assignment</u> document pertaining to the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

### EFFECTIVE as of [DATE].

### **GRANTOR:**

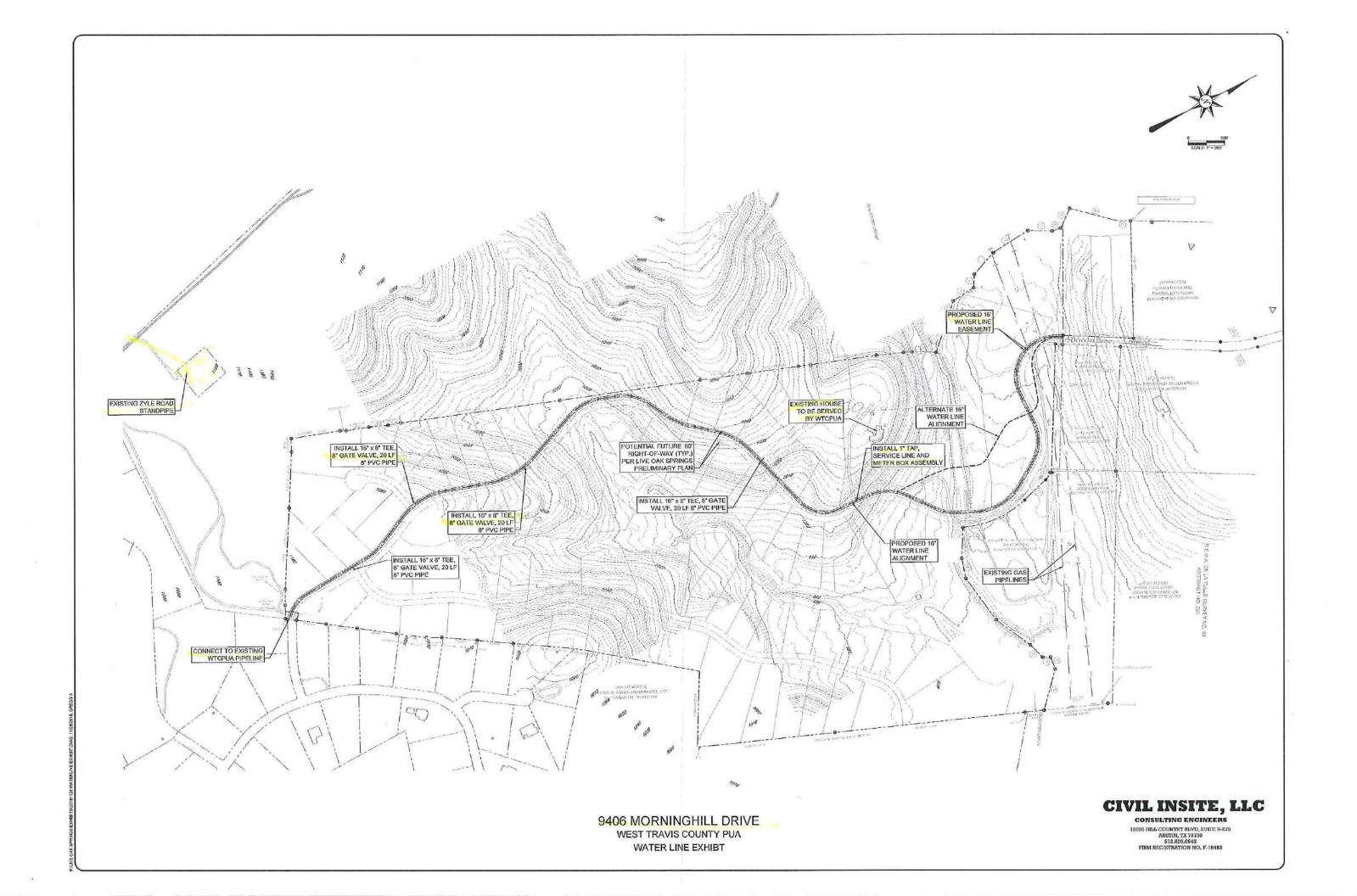
[GRANTOR NAME]
a [STATE WHERE
INCORPORATED/FORMED] [BUSINESS
ENTITY TYPE]

	By:[NAME, TITLE]
	Printed Name:
	Grantor's Address/Contact Information:
	Telephone No.:
	Email Address:
STATE OF TEXAS § COUNTY OF ICOUNTY   8	
COUNTY OF [COUNTY]	
[NAME], as [TITLE]	owledged before me on the day of [MONTH], [YEAR] by of [GRANTOR NAME], a [STATE WHERE BUSINESS ENTITY TYPE], on behalf of said [BUSINESS
	Notary Public, State of Texas

## **GRANTEE:**

[GRANTEE NAME]
a [STATE WHERE
INCORPORATED/FORMED] [BUSINESS
ENTITY TYPE]

	By:
	[NAME, TITLE]
	Printed Name:
	Grantee's Address/Contact Information:
	· <del></del>
	Telephone No.:
	Email Address:
STATE OF TEXAS §	
COUNTY OF [COUNTY] §	
[NAME], as [TITLE] of	edged before me on the day of [MONTH], [YEAR] by [GRANTEE NAME], a [STATE WHERE SINESS ENTITY TYPE], on behalf of said [BUSINESS
	Notary Public, State of Texas



# ITEM I

# FOURTH AMENDMENT TO WHOLESALE WATER SUPPLY AGREEMENT BETWEEN LOWER COLORADO RIVER AUTHORITY AND THE CITY OF DRIPPING SPRINGS

#### (Driftwood Creek Tract Service Property - Commercial Amendment)

This Fourth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority and The City of Dripping Springs ("Fourth Amendment") is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency ("WTCPUA") a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Local Government Code.

#### **RECITALS:**

- A. The Lower Colorado River Authority ("LCRA") and the City negotiated and executed the Wholesale Water Supply Agreement Between Lower Colorado River Authority and The City of Dripping Springs with an effective date of March 11, 2003, as amended January 21, 2016 ("First Amendment"), May 18, 2017 ("Second Amendment") and as amended by the Third Amendment on \_\_\_\_\_\_ (the "Agreement").
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with the West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services ("WTCPUA Rate Tariff") and service rules and policies, the WTCPUA entered into a renewed commitment letter with Driftwood Investments, Inc. for the reservation of capacity for the Driftwood Creek Tract Service Property Commercial, identified in the attached **Fourth Amendment Exhibit A** and defined in Section 1.1 of this Fourth Amendment, for 23 Living Unit Equivalents ("LUEs") of water service. Originally, the WTCPUA contemplated providing retail water service directly to the Driftwood Creek Tract Service Property Commercial, but the Parties are in agreement that the WTCPUA will provide wholesale water service to the City for the Driftwood Creek Tract Service Property Commercial, and that the City will be the retail potable water utility service provider.
- E. Driftwood Creek Tract Service Property Commercial is in the City's Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience ("CCN") No. 13030 to provide retail potable water utility service in certain areas.
- G. The Parties now wish to enter into this Fourth Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Creek Tract Service

Property - Commercial and the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Creek Tract Service Property - Commercial, and to provide other clarifications as set forth herein.

.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

# ARTICLE 1 AMENDMENTS

1.1 <u>Section 1.01</u>. Section 1.01 of the Agreement is hereby amended to add the following definitions:

"Driftwood Creek Tract Service Property - Commercial" or the "Property" means the two tracts of land in Hays County more specifically described at the **Fourth Amendment Exhibit B**, attached hereto.

"Parties" means the City and the WTCPUA.

"Max Day Reservation – Driftwood Creek Tract Service Property-Commercial" means the maximum amount of water to be delivered to the City for the Driftwood Creek Tract Service Property-Commercial on a daily basis based on the flow rates and capacity commitments established in this Fourth Amendment. The City's Max Day Reservation for the Driftwood Creek Tract Service Property-Commercial is 900 gallons per day per LUE.

1.2 <u>Addition of Article X</u>. The Agreement is hereby amended to add the following Article X:

# ARTICLE X SPECIAL PROVISIONS APPLYING TO DRIFTWOOD CREEK TRACT SERVICE PROPERTYCOMMERCIAL

<u>Section 10.01. Driftwood Creek Tract Service Property - Commercial</u>. This Article X affects and applies only to the Driftwood Creek Tract Service Property - Commercial and it is not intended to nor should be it construed to affect any other portion of the City's Potential Service Area or the WTCPUA Service Area.

<u>Section 10.02.</u> <u>CCN Authorization for Driftwood Creek Tract Service Property - Commercial.</u>

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Creek Tract Service Property – Commercial pursuant to the Fourth Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Creek Tract Service Property – Commercial after the information to apply for the amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Creek Tract Service Property-Commercial.

Section 10.03. Supply of Water to Driftwood Creek Tract Service Property-Commercial. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 10.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Creek Tract Service Property-Commercial in the amount not to exceed 23 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Creek Tract Service Property-Commercial in the amount of 23 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 10,350 gallons per day (i.e., 3,777,750 gallons per year) for 23 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 3,777,750 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 3,777,750 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 20,700 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 20,700 gallons over any 24-hour day, the WTCPUA may:

- 1. Install, at the City's sole cost, a water rate flow controller to restrict or limit the maximum flow to the Property to a maximum of 14.4 gpm on an instantaneous basis; and/or
- 2. Assess a surcharge for any quantity used in excess for 20,700 gallons per day.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 10.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this Fourth Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "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). The City also agrees that such facilities will be

properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Creek Tract Service Property-Commercial.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 10.05 below.

#### Section 10.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the PUA for the Driftwood Creek Tract Service Property-Commercial shall be determined by the following formula:

{Annual Allocated Debt Service Payment + (25% times coverage \* Annual Allocated Debt Service Payment) – (Effective Impact Fee Credit \* Annual Debt Service Payment) / 12 months}.

(b) The Driftwood Creek Tract Service Property – Commercial Volume Charge shall recover the PUA's expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

[LCRA Raw Water cost per Thousand Gallons/(1-.10 water loss)]/10

Upon the effective date of this Fourth Amendment, the initial Base Fee for the Driftwood Creek Tract Service Property-Commercial will be \$ 505.85 per year, or \$ 42.15 per month. The Base Fee shall be assessed by the PUA on a monthly basis. Upon the effective date of this Fourth Amendment, the initial monthly Volume Charge will be \$1.83 per thousand gallons used.

The PUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Creek Tract Service Property-Commercial, and may be adjusted from time to time by the PUA's Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Creek Tract Service Property – Commercial is ten (10) years. The City shall pay the Driftwood Creek Tract Service Property - Commercial Base Fee regardless of whether the Driftwood Creek Tract Service Property-Commercial meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

Project Costs Recovered by Impact Fees / Total Project Costs

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined by the PUA's most recent impact fee study \* the percent level of impact fees adopted by the PUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Creek Tract Service Property-Commercial, from time to time due and payable, shall be based on the City's allocated pro-rata share of the PUA's capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City's pro-rata share of the WTCPUA's capital costs for the Driftwood Creek Tract Service Property-Commercial is calculated based on its Max Day Reservation, multiplied by the WTCPUA's Cost per Gallon of the Regional Facilities. **Exhibit C-4** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C-4** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "System-Wide" Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "Hwy 71" shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "US 290" shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA's satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood Creek Tract Service Property-Commercial six months prior to the WTCPUA's issuance of bonds for such expansion.

(b) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption, including a break-out of the Driftwood Creek Tract Service Property-Commercial. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including the Driftwood Creek Tract Service Property-Commercial, to assess or control actual maximum daily demands by the City.

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Creek Tract Service Property-Commercial, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

## ARTICLE 2 RATIFICATION

2.1 By entering into this Fourth Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

# ARTICLE 3 MISCELLANEOUS

- 3.1 <u>Incorporation; Definitions</u>. The background as set forth in the recitals is true and correct, forms a material part of this Fourth Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Fourth Amendment shall have the meanings given to them in the Agreement.
- 3.2 <u>Effective Date of Fourth Amendment</u>. The Effective Date of this Fourth Amendment is the latest occurring signature of the City or the WTCPUA.
- 3.3 <u>Counterparts</u>. This Fourth Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

**IN WITNESS THEREOF**, the Parties hereto, acting under the requisite authority, have caused this Fourth Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

ATTEST:	CITY OF DRIPPING SPRINGS, TEXAS							
<u></u>	By:							
Kerri Craig								
City Secretary	(print name)							
	Title:							
APPROVED AS TO FORM AND	Date:							
LEGALITY:	<u> </u>							
City Attamas								
City Attorney								

### WTCPUA:

# WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

	By:		
		Scott Roberts	
		President	
		Board of Directors	
	Date:		
4 mm2 am			
ATTEST:			
Ray Whisenant			
Secretary			
Board of Directors			

### **FOURTH AMENDMENT EXHIBIT A**

### **FOURTH AMENDMENT EXHIBIT B**

FOURTH AMENDMENT EXHIBIT C

West Travis County Public Utility Agency Wholesale Rate Study February 12, 2019 Individual Capital Amortization Schedule

City of Dripping Springs (Creek Tract, Commercial Area, Driftwood Investments, Inc)

#### Series 2013-2019 Debt Payment Schedule

Effective Interest Rate	3.78%
Capital Cost Allocation Plus Reserves Plus Issuance Costs (2%)	\$ 84,851 4,774 1,792
Capital Cost Allocation	\$ 91,417
Build-out LUEs -	
Current LUEs (January 2019)	
Annual Payment per LUE	\$ 238
Effective Impact Fee Credit	19%

	Projected						т.	tal Annual Debt			A 10.1	nual Minimum	onthly
	LUEs	Ber	ginning Balance	Int	terest Expense	Subtotal	10	Payment		nding Balance		Paid to PUA*	LUE
2014	-	\$	91,417		3,451	\$ 94,868	\$	8,721		86,148	J		-0-2
2015	-	\$	86,148	\$	3,252	\$ 89,400		8,721		80,679			
2016	-	\$	80,679	\$	3,046	\$ 83,725	\$	5,995	\$	77,730			
2017	-	\$	77,730	\$	2,935	\$ 80,664	\$	5,995	\$	74,669			
2018	-	\$	74,669	\$	2,819	\$ 77,488	\$	5,995	\$	71,493			
2019	-	\$	71,493	\$	2,699	\$ 74,192	\$	5,995	\$	68,196			
2020	2	\$	68,196	\$	2,575	\$ 70,771	\$	476	\$	70,295	\$	505.85	\$ 21.08
2021	4	\$	70,295	\$	2,654	\$	\$	951	\$	71,998	\$	1,011.70	\$ 21.08
2022	6	\$	71,998	\$	2,718	\$ 74,716	\$	1,427	\$	73,289	\$	1,517.55	\$ 21.08
2023	8	\$	73,289	\$	2,767	\$	\$	1,903	\$	74,153	\$	,	\$ 21.08
2024	11	\$	74,153	\$	2,800	\$ 76,952		2,616		74,336	\$	,	\$ 21.08
2025	14	\$	,		2,806	\$ 77,142	\$	3,330	\$	73,812	\$	,	\$ 21.08
2026	17	\$	73,812		2,787	\$ 76,599	\$	4,044		72,556	\$	4,299.71	21.08
2027	20	\$	72,556		2,739	\$ ,	\$	4,757		70,538	\$	,	\$ 21.08
2028	23	\$	70,538	\$	2,663	\$ 73,201	\$	5,471		67,730	\$		\$ 21.08
2029	23	\$	67,730	\$	2,557	\$ 70,287	\$	5,471		64,816	\$	,	\$ 21.08
2030	23	\$	64,816	\$	2,447	\$ 67,263	\$	5,471		61,793	\$	,	\$ 21.08
2031	23	\$	61,793	\$	2,333	\$ 64,125	\$	5,471		58,655	\$		\$ 21.08
2032	23	\$	58,655	\$	2,214	\$ 60,869	\$	5,471		55,398	\$	-,-	\$ 21.08
2033	23	\$	55,398	\$	2,091	\$ 57,490	-	5,471		52,019	\$		\$ 21.08
2034	23	\$	52,019	\$	1,964	\$ 53,983	\$	5,471		48,512	\$		\$ 21.08
2035	23	\$	48,512		1,832	50,344	\$	5,471		44,873	\$	5,817.26	21.08
2036	23	\$	44,873	\$	1,694	46,567	\$	5,471		41,096	\$	5,817.26	21.08
2037	23	\$	41,096	\$	1,552	42,648	\$	5,471		37,177	\$		\$ 21.08
2038	23	\$	37,177	\$	1,404	38,581		5,471		33,110	\$	,	\$ 21.08
2039	23	\$	33,110	\$	1,250	\$ 34,360	\$	5,471		28,889	\$	,	\$ 21.08
2040	23	\$	28,889	\$	1,091	\$ 29,980	\$	5,471		24,509	\$	,	\$ 21.08
2041	23	\$	24,509	\$	925	\$	\$	5,471		19,964	\$		\$ 21.08
2042	23	\$	19,964	\$	754	\$ ,	\$	5,471		15,247	\$	,	\$ 21.08
2043	23	\$	15,247		576	\$ 15,822		5,471		10,352	\$		\$ 21.08
2044	23	\$	10,352		391	\$ 10,742	-	5,471		5,272	\$	,	\$ 21.08
2045	23	Ş	5,272	Ş	199	\$ 5,471	Ş	5,471	Ş	(0)	\$	5,817.26	\$ 21.08

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2/13/19

<sup>\*</sup>Annual minimum bill paid to PUA includes impact fee credit, plus times coverage requirements.

# FIFTH AMENDMENT TO WHOLESALE WATER SUPPLY AGREEMENT BETWEEN LOWER COLORADO RIVER AUTHORITY AND THE CITY OF DRIPPING SPRINGS

(Driftwood Creek Tract Service Property - Residential Amendment)

This Fifth Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority and The City of Dripping Springs ("Fifth Amendment") is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency ("WTCPUA") a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Local Government Code.

#### **RECITALS:**

A.	The Lower Colorado River Authority ("LCRA") and the City negotiated and executed
	the Wholesale Water Supply Agreement Between Lower Colorado River Authority and
	The City of Dripping Springs with an effective date of March 11, 2003, as amended
	January 21, 2016 ("First Amendment), May 18, 2017 ("Second Amendment") and as
	amended by the Third Amendment on, and the Fourth
	Amendment on (the "Agreement").

- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with its Rate Tariff and service rules and policies, the WTCPUA entered into a renewed commitment letter with Driftwood Austin, LLC for the reservation of capacity for the Driftwood Creek Tract Service Property Residential, identified in the attached <a href="Fifth Amendment Exhibit A">Fifth Amendment Exhibit A</a> and defined in Section 1.1 of this Fifth Amendment, for 230 Living Unit Equivalents ("LUEs") of water service. Originally, the WTCPUA contemplated providing retail water service directly to the Driftwood Creek Tract Service Property Residential, but the Parties are in agreement that the WTCPUA will provide wholesale water service for the Driftwood Creek Tract Service Property Residential to the City, and that the City will be the retail water service provider.
- E. Driftwood Creek Tract Service Property Residential is in the City's Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience ("CCN") No. 13030 to provide retail potable water utility service in certain areas.

The Parties now wish to enter into this Fifth Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Ranch Tract Service Property - Residential and the WTCPUA shall provide Wholesale Water Supply to the City for the

Driftwood Ranch Tract Service Property - Residential, and to provide other clarifications as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

# ARTICLE 1 AMENDMENTS

1.1 <u>Section 1.01</u>. Section 1.01 of the Agreement is hereby amended to add the following definitions:

"Driftwood Creek Tract Service Property - Residential" or the "Property" means the two tracts of land in Hays County more specifically described at the **Fifth Amendment Exhibit B**, attached hereto.

"Parties" means the City and the WTCPUA.

"Max Day Reservation – Driftwood Creek Tract Service Property - Residential" means the maximum amount of water to be delivered to the City for the Driftwood Creek Tract Service Property - Residential on a daily basis based on the flow rates and capacity commitments established in this Fifth Amendment. The City's Max Day Reservation for the Driftwood Creek Tract Service Property - Residential is 900 gallons per day per LUE.

1.2 Addition of Article XI. The Agreement is hereby amended to add the following Article XI:

# ARTICLE XI SPECIAL PROVISIONS APPLYING TO DRIFTWOOD CREEK TRACT SERVICE PROPERTY RESIDENTIAL

<u>Section 11.01.</u> <u>Driftwood Creek Tract Service Property - Residential.</u> This Article IX affects and applies only to the Driftwood Creek Tract Service Property - Residential and it is not intended to nor should be it construed to affect any other portion of the City's Potential Service Area or the WTCPUA Service Area.

Section 11.02. CCN Authorization for Driftwood Creek Tract Service Property - Residential.

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Creek Tract Service Property - Residential pursuant to the Fifth Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Creek Tract Service Property - Residential after the information to apply for the

amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Creek Tract Service Property - Residential.

Section 11.03. Supply of Water to Driftwood Creek Tract Service Property - Residential. The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 11.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Creek Tract Service Property - Residential in the amount not to exceed 230 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Creek Tract Service Property - Residential in the amount of 230 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 103,500 gallons per day (i.e., 37,777,500 gallons per year) for 230 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 37,777,500 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 37,777,500 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 207,000 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 207,000 gallons over any 24-hour day, the WTCPUA may:

- 1. Install, at the City's sole cost, a water rate flow controller to restrict or limit the maximum flow to the Property to a maximum of 144 gpm on an instantaneous basis; and/or
- 2. Assess a surcharge for any quantity used in excess for 207,000 gallons per day.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 11.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this Fifth Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "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). The City also agrees that such facilities will be properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Creek Tract Service Property - Residential.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 11.05 below.

### Section 11.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the PUA for the Driftwood Creek Tract Service Property - Residential shall be determined by the following formula:

{Annual Allocated Debt Service Payment + (25% times coverage \* Annual Allocated Debt Service Payment) – (Effective Impact Fee Credit \* Annual Debt Service Payment) / 12 months}.

(b) The Driftwood Creek Tract Service Property - Residential Volume Charge shall recover the PUA's expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

[LCRA Raw Water cost per Thousand Gallons/(1-.10 water loss)]/10

Upon the effective date of this Fifth Amendment, the initial Base Fee for the Driftwood Creek Tract Service Property - Residential will be \$ 6,357.92 per year, or \$ 529.83 per month. The Base Fee shall be assessed by the PUA on a monthly basis. Upon the effective date of this Fifth Amendment, the initial monthly Volume Charge will be \$1.83 per thousand gallons used.

The PUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Creek Tract Service Property - Residential, and may be adjusted from time to time by the PUA's Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Creek Tract Service Property - Residential is ten (10) years. The City shall pay the Driftwood Creek Tract Service Property - Residential Base Fee regardless of whether the Driftwood Creek Tract Service Property - Residential meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

Project Costs Recovered by Impact Fees / Total Project Costs

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined by the PUA's most recent impact fee study \* the percent level of impact fees adopted by the PUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Creek Tract Service Property - Residential, from time to time due and payable, shall be based on the City's allocated prorata share of the PUA's capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City's pro-rata share of the WTCPUA's capital costs for the Driftwood Creek Tract Service Property - Residential is calculated based on its Max Day Reservation, multiplied by the WTCPUA's Cost per Gallon of the Regional Facilities. **Exhibit C-5** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C-5** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "System-Wide" Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "Hwy 71" shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "US 290" shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA's satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood Creek Tract Service Property - Residential six months prior to the WTCPUA's issuance of bonds for such expansion.

(b) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption, including a break-out of the Driftwood Creek Tract Service Property - Residential. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including the Driftwood Creek Tract Service Property - Residential, to assess or control actual maximum daily demands by the City.

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Creek Tract Service Property - Residential, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

ARTICLE 2
RATIFICATION

2.1 By entering into this Fifth Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

## ARTICLE 3 MISCELLANEOUS

- 3.1 <u>Incorporation; Definitions</u>. The background as set forth in the recitals is true and correct, forms a material part of this Fifth Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Fifth Amendment shall have the meanings given to them in the Agreement.
- 3.2 <u>Effective Date of Fifth Amendment</u>. The Effective Date of this Fifth Amendment is the latest occurring signature of the City or the WTCPUA.
- 3.3 <u>Counterparts</u>. This Fifth Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

**IN WITNESS THEREOF**, the Parties hereto, acting under the requisite authority, have caused this Fifth Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

ATTEST:	CITY OF DRIPPING SPRINGS, TEXAS					
	By:					
Kerri Craig						
City Secretary	(print name)					
	Title:					
APPROVED AS TO FORM AND LEGALITY:	Date:					
City Attorney						

### WTCPUA:

# WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

	By:	Scott Roberts President Board of Directors	
	Date:		
ATTEST:			
Ray Whisenant			
Secretary			
Board of Directors			

### FIFTH AMENDMENT EXHIBIT A

### FIFTH AMENDMENT EXHIBIT B

## FIFTH AMENDMENT EXHIBIT C

West Travis County Public Utility Agency Wholesale Rate Study February 12, 2019 Individual Capital Amortization Schedule

City of Dripping Springs (Discovery Residential - Creek Tract, Driftwood Austin LLC)

#### Series 2013-2019 Debt Payment Schedule

2.700/
3.78%
18,506
17,740
17,925
14,171
230
19%

												Monthly
	Projected						To	tal Annual Debt		Anı	nual Minimum	
	LUEs	Begi	nning Balance	Int	erest Expense	Subtotal		Payment	Inding Balance		Paid to PUA*	LUE
2014	-	\$	914,171	\$	34,513	\$ 948,684	\$	87,208	\$ 861,476			-
2015	-	\$	861,476	\$	32,524	\$ 894,000	\$	87,208	\$ 806,792			
2016	-	\$	806,792	\$	30,459	\$ 837,251	\$	59,954	\$ 777,297			
2017	-	\$	777,297	\$	29,346	\$ 806,643	\$	59,954	\$ 746,690			
2018	-	\$	746,690	\$	28,190	\$ 774,880	\$	59,954	\$ 714,926			
2019	-	\$	714,926	\$	26,991	\$ 741,918	\$	59,954	\$ 681,964			
2020	26	\$	681,964	\$	25,747	\$ 707,711	\$	5,979	\$ 701,731	\$	6,357.92	\$ 20.38
2021	52	\$	701,731	\$	26,493	\$ 728,224	\$	11,958	\$ 716,266	\$	12,715.84	\$ 20.38
2022	78	\$	716,266	\$	27,042	\$ 743,308	\$	17,938	\$ 725,370	\$	19,073.76	\$ 20.38
2023	104	\$	725,370	\$	27,385	\$ 752,755	\$	23,917	\$ 728,839	\$	25,431.68	\$ 20.38
2024	130	\$	728,839	\$	27,516	\$ 756,355	\$	29,896	\$ 726,459	\$	31,789.59	\$ 20.38
2025	156	\$	726,459	\$	27,427	\$ 753,886	\$	35,875	\$ 718,010	\$	38,147.51	\$ 20.38
2026	182	\$	718,010	\$	27,108	\$ 745,118	\$	41,854	\$ 703,263	\$	44,505.43	\$ 20.38
2027	208	\$	703,263	\$	26,551	\$ 729,814	\$	47,834	\$ 681,981	\$	50,863.35	\$ 20.38
2028	230	\$	681,981	\$	25,747	\$ 707,728	\$	52,893	\$ 654,835	\$	56,243.13	\$ 20.38
2029	230	\$	654,835	\$	24,722	\$ 679,557	\$	52,893	\$ 626,664	\$	56,243.13	\$ 20.38
2030	230	\$	626,664	\$	23,659	\$ 650,323	\$	52,893	\$ 597,430	\$	56,243.13	\$ 20.38
2031	230	\$	597,430	\$	22,555	619,986	\$	52,893	\$ 567,093	\$	56,243.13	\$ 20.38
2032	230	\$	567,093	\$	21,410	588,502	\$	52,893	\$ 535,609	\$	56,243.13	\$ 20.38
2033	230	\$	535,609	\$	20,221	\$ 555,831	\$	52,893	\$ 502,938	\$	56,243.13	\$ 20.38
2034	230	\$	502,938	\$	18,988	\$ 521,926	\$	52,893	\$ 469,033	\$	56,243.13	\$ 20.38
2035	230	\$	469,033	\$	17,708	\$ 486,740	\$	52,893	\$ 433,847	\$	56,243.13	\$ 20.38
2036	230	\$	433,847	\$	16,379	\$ 450,227	\$	52,893	\$ 397,334	\$	56,243.13	\$ 20.38
2037	230	\$	397,334	\$	15,001	\$ 412,334	\$	52,893	\$ 359,441	\$	56,243.13	\$ 20.38
2038	230	\$	359,441	\$	13,570	\$ 373,012	\$	52,893	\$ 320,119	\$	56,243.13	\$ 20.38
2039	230	\$	320,119	\$	12,086	\$ 332,204	\$	52,893	\$ 279,311	\$	56,243.13	\$ 20.38
2040	230	\$	279,311	\$	10,545	\$ 289,857	\$	52,893	\$ 236,964	\$	56,243.13	\$ 20.38
2041	230	\$	236,964	\$	8,946	\$ 245,910	\$	52,893	\$ 193,017	\$	56,243.13	\$ 20.38
2042	230	\$	193,017	\$	7,287	\$ 200,304	\$	52,893	\$ 147,411	\$	56,243.13	\$ 20.38
2043	230	\$	,	\$	5,565	152,976	-	52,893	\$ 100,083	\$	,	\$ 20.38
2044	230	\$	100,083		,	\$ ,	\$	52,893	\$ 50,969	\$	56,243.13	\$ 20.38
2045	230	\$	50,969	\$	1,924	\$ 52,893	\$	52,893	\$ 0	\$	56,243.13	\$ 20.38

1

2/13/19

<sup>\*</sup>Annual minimum bill paid to PUA includes impact fee credit, plus times coverage requirements.

# VII. STAFF REPORTS

# ITEM A

#### General Manager's Report February 21, 2019

#### 1. Legal:

- a. Monthly Project Call with Lloyd Gosselink, January 22, 2019. Continue to make progress on reducing inherited backlog of Conveyance Agreements, Lease Agreements, and Easement Agreements.
- b. Processed the following Conveyance Agreements:
- c. Processed the following Easement Agreements.
  - i. Lakepointe MUD, Second Raw Waterline, January 22, 2019.
  - ii. Signal Hill Estates, January 23, 2019.
- d. Processed the following NSSAs:
  - i. Ledgestone Commercial, 43 Water LUEs, 290 System.
- e. Prepared draft Amendment 3 to Live Oak Springs NSSA, January 23, 2019. Prepared Board memo on January 29, 2019.
- f. Walters Southwest has requested 29 LUE to 5 LUE water and wastewater allocation for Park at Bee Cave Unit B, Building 4 per NSSA, January 24, 2019.
- g. LG recorded the revised water CCN map and metes and bounds description with Travis County for CCN transfer from City of Austin to the PUA for Preserve at Oak Hill, January 25, 2019.
- h. Reviewed Third Amendment to Wholesale Water Services Agreement between WTCPUA and Lazy Nine MUD 1A (Add 124 McCalla Tract to Service Territory), February 1, 2019. Reviewed Fourth Amendment (Increase water allocation from 2400 to 2595 LUEs) on February 7, 2019.
- i. Reviewed Fourth and Fifth Amendments to City of Dripping Springs Wholesale Water Services Agreement, Driftwood Creek Tract-Commercial (23 LUEs) and Driftwood Creek Tract-Residential (230 LUEs), February 5, 2019.
- j. 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 February 14, 2019, approximately 800 meters have been replaced.
  - i. Monthly progress meeting on February 4, 2019.
- b. Monthly Customer Service Staff meeting with GM and Operations January 24, 2019.
- c. Researching possible alternatives to AVR Customer Billing System.
  - i. Met with Lakeway MUD to review CUSI Customer Billing System, January 22, 2019.

- ii. Met with Hurst Creek MUD to review Incode Customer Billing System, February 8, 2019.
- 3. Finance:
- a. Reviewed and updated payroll overtime tracking report, January 15, 2019.
- b. Submitted Water Treatment Plant and Wastewater Treatment Plants' asset information to Texas Municipal League Intergovernmental Risk Pool, February 1, 2019.
- c. Received annual reimbursement request in the amount of \$259,948.72 from Newland Communities for 144 new connections to Lazy Nine MUD 1A and 1B in calendar year 2018, February 1, 2019.
- d. Meeting with Rate Consultant to review development of residential, irrigation and commercial water rates, February 1, 2019.
- e. Brad Eppard, Sterling Capital portfolio manager for WTCPUA, has decided to retire in the first quarter of 2019. Greg Zage has been assigned as the new portfolio manager.
- f. Specialized Pubic Finance working on preparation for Series 2019 Revenue Bond Sale. Process to be complete for Board approval on March 21, 2019. Receiving inquiries from Bond Underwriters.
- g. Maxwell, Locke and Ritter annual audit in process. Draft to be complete by February 22, 2019.
- 4. Operations:
- a. Executed Agreement with US Underwater Services, LLC for CY 2019 TCEQ Water Tank Inspections, \$3405, January 11, 2019.
- b. Monthly Operations Meeting with MEC on February 5, 2019 to review CIP plan. Attended weekly Operations Meeting on February 12, 2019.
- c. Continuing FY2019 Maintenance and Repair plan (Year 1 of 5-Year Plan). Coordinating with MEC.
- d. Replaced media in Lakepointe WWTP Carbon Filter week of February 4, 2019.
- e. 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. Bryson Bertelson transferred from Customer Service CSI to Line Maintenance to fill vacant position, January 14, 2019.
- b. Trey Cantu attended Excelling as a Manager, Supervisor or Team Leader seminar in Austin, January 15, 2019
- c. Jennifer Riechers attended Managing Human Resources seminar in Austin, January 17-18, 2019.

- d. Attended "Managing Engineering Risk Seminar" in Austin, January 25, 2019.
- e. Jennifer Riechers and Jennifer Smith attended Conference for Women Management Seminar, January 29, 2019.
- f. Attended 2019 Central Texas Water Conservation Symposium with Rueben Ramirez and Pierce Powers in Austin, January 31, 2019.
- g. Shannon Chambers, Line Maintenance Technician, resigned February 4, 2019. Hired John DeLeon as replacement; start date February 18, 2019.
- h. Hired Billy Sewell and Leo Culp for vacant Pump and Electrical Operator positions, start date February 11, 2019.
- i. Charlene Bethel became Notary Public February 12, 2019.
- 6. Engineering:
- a. Team Meeting with Finance and Customer Service for process improvements on Network SER file organization and SER tracking spreadsheet, January 10, 2019. Network file structure and SER tracking spreadsheet revisions completed.
- b. Meeting with LG on January 23, 2019 to review status of existing NSSAs expiration dates, and determine necessary follow-up actions.
- c. Updated water and wastewater system map books printed and distributed, January 24, 2019.
- d. Completed review of final draft Wholesale Customer LUE audit report, January 28, 2019.
- e. Meeting with MEC and LJA Engineering on January 31, 2019 to discuss tie-ins of MUD 22 tank yard lines to 16 inch water main and Provence Subdivision water lines, and commissioning of the MUD 22 tank.
- f. Bi-Weekly Engineering Staff meeting, February 12, 2019.
- g. Reviewing draft Agreement from MyGovernmentOnline for SER Applications and Fees Tracking. Estimating \$260 monthly cost.
- h. 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 1340 Transmission Main tie-in at Sawyer Ranch Road and US290 completed January 17, 2019.
- b. Received engineering services proposal from MEC for expansion and upgrade of County Line 1340 Pump Station, January 29, 2019.

- c. Conference call with LG and MEC to discuss status of TLAP Major Amendment and DPR Project, February 5, 2019. Expecting draft permit to be issued by TCEQ in next 1-2 months, then 30 day public comment period to start. TCEQ Water Division also expected to approve source water characterization and treatment process in near future. DPR system will consist of Membrane Micro-Filtration, clear well, two pass Reverse Osmosis, two phase UV disinfection, and Carbon Filtration.
- d. 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, February 7, 2019. Contractor 50% complete painting Trident Unit tanks and Piping (Trident Unit Nos. 1 and 2) and 25% complete with High Service Building Piping. Substantial completion date April 5, 2019.
- e. Monthly progress meeting with CP and Y, Staff and CFG Industries on the Tank and Pump Station Improvements Project, February 7, 2019. Home Depot Tank painting completed except for repair and painting of fill line on back side of middle tank. County Line Pump Station Tank No. 1 exterior painting complete and tank filled. Will start painting exterior of Tank No. 2 February 11, 2019; to be complete in three weeks. Southwest Parkway Pump Station pipe supports and boxes at wall penetrations and Bee Cave Pump Station external piping to be painted, and County Line Pump Station building repairs to be completed. Project scheduled to be complete March 4, 2019.
- f. New 1340 Elevated Storage Tank: Bowl raised February 13, 2019.
- g. Continuing discussions with The Nature Conservancy to obtain easement for Southwest Parkway Pump Station Expansion and Upgrade project.
- 8. SERs:
- a. Processed the following Service Availability Letters and NSSAs:
- i. LSH Properties, LLC (Tom Hallberg), 1 residential water LUE, 290 System.
- ii. 290 Sawyer Ranch DS LLC, 7 water LUEs, 290 System.
- iii. David and Canice Garth, 5115 Twin Acres Road, 1 residential wastewater LUE, 71 System.
- iv. Premiere Dance Studio, 2 water LUEs, 290 System.
- v. Bee Cave Office, 3 LUEs, 71 System.
- vi. Signal Hill Commercial, Office Warehouse, 30 water LUEs, 290 System.
- vii. Ledgestone Commercial, 43 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.
- 9. Developer Meetings:
- a. Meeting with staff, LG and Armbrust and Brown and Greenhawe WCID No. 2 to discuss Conveyance Lease Agreement for Rimrock and Rutherford West subdivisions, January 11, 2019.
- 10. Wholesale Agreements:

- a. Lazy Nine MUD 1A: Completed preparation Amendment 3 to Wholesale Water Supply Agreement to add 124-acre McCalla Tract to MUD service territory. which is anticipated to be developed as 100-110 single-family lots. Prepared Amendment 4 to increase water allocation from 2400 LUES to 2595 LUEs. MEC has determined that capacity is available. WTCPUA Board approval will be required to approve Wholesale Agreement Amendments.
- b. Board Approved Amendment No. 3 to City of Dripping Springs Wholesale Agreement at the January 21, 2019 meeting. Amendments 4 and 5 prepared for February 21, 2019 meeting.
- i. Amendment 3, Eastern Service Area and New Discovery Golf Course, 350 LUEs.
- ii. Amendment 4, Driftwood Investments, Inc. Commercial Area, 23, LUEs (Creek Tract).
- iii. Amendment 5, Driftwood Austin, LLC (Discovery Residential), 230 LUEs (Creek Tract).

#### 11. Emergency Interconnects

- a. City of Austin: Received revised draft Agreement from Randi Jenkins on January 14, 2019. Will present to Board for review and comment at February 21, 2019 Board Meeting.
- b. West Cypress Hills: MEC has model established and is proceeding with analysis. LG is processing legal review.
- c. Received inquiry from WCID No. 18 for possible emergency interconnect. Performing preliminary review of system data to determine feasibility.

# ITEM B

# West Travis County Public Utility Agency Budget to Actual Report-General Fund

January 2019 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison

	Jan 19	Oct 18 - Jan 19	Oct 17 - Jan 18	Annual Budget	% of Budget	Notes
Income						
30 · Water Department-Rev	\$ 1,180,245	\$ 4,159,719	\$ 5,686,308	\$ 22,069,000	18.85%	Tracking 8.8% less than prior year for same period
31 · Wastewater Department-Rev	497,193	1,603,268	1,420,640	5,265,000	30.45%	
32 · Investment Income	5,796	20,232	10,764	60,000	33.72%	
33 · Other Income	185	945	2,951	4,000	23.62%	
Total Income	1,683,419	5,784,164	7,120,664	27,398,000	21.11%	
Expense						
41 · Water Department - Exp						
16101 · Maintenance & Repairs-W	50,489	214,162	276,821	827,800	25.87%	
16110 · Grounds Maintenance-W	11,440	19,090	13,460	34,000	56.15%	Includes \$9K for tree & brush clearing at water plant
16120 · Raw Water-W	79,295	269,710	296,785	1,139,800	23.66%	
16130 · Chemicals-W	8,731	53,420	39,213	242,600	22.02%	
16140 · Sludge Disposal-W	20,125	89,280	93,595	285,600	31.26%	
16160 · Utilities-W	65,937	311,317	387,506	1,238,400	25.14%	
16170 · Permit Expense-W	-	17,640	15,056	17,800	99.1%	Annual payment
16172 · Laboratory Fees-W	1,689	7,111	10,574	30,100	23.63%	
16175 · SER Review Fees-W	5,349	12,580	91,387	30,000	41.93%	
16178 · Construction Inspection Fees-W	25,625	32,324	-	207,000	15.62%	
16180 · Contracted Services-W	6,584	20,084	16,499	69,700	28.82%	
16190 · Other Expenses-W	7,396	26,116	6,780	12,000	217.63%	Additional SCADA work
Total 41 · Water Department - Exp	282,660	1,072,834	1,247,677	4,134,800	25.95%	
42 · Wastewater Department - Exp						
16201 · Maintenance & Repairs-WW	20,763	61,605	107,281	273,000	22.57%	
16210 · Grounds Maintenance-WW	3,250	24,753	17,070	40,000	61.88%	Includes \$11.8K for tree planting at Bohls
16230 · Chemicals-WW	6,776	19,667	21,843	46,300	42.48%	
16236 · Pre-Treatment Program-WW	2,035	7,763	10,757	32,000	24.26%	
16240 · Sludge Disposal-WW	43,450	231,766	264,311	759,700	30.51%	
16260 · Utilities-WW	23,583	89,360	82,691	260,300	34.33%	
16270 · Permit Expense-WW	-	1,250	1,250	1,300	96.15%	Annual payment
16272 · Laboratory Fees-WW	1,753	10,196	37,077	74,000	13.78%	
16275 · Lease-Effluent Pond-WW	93,000	93,000	93,000	96,300	96.57%	Annual payment
16280 · Contracted Services-WW	3,668	4,274	4,795	12,300	34.75%	

# West Travis County Public Utility Agency Budget to Actual Report-General Fund

January 2019 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison

	Jan 19	Oct 18 - Jan 19	Oct 17 - Jan 18	Annual Budget	% of Budget	Notes
16290 · Other Expense-WW	114	421	789	1,800	23.4%	140103
Total 42 · Wastewater Department - Exp	198,392	544,054	640,863	1,597,000	34.07%	
43 · Shared Department-Exp	100,002	044,004	040,000	1,557,000	34.07 70	
17105 · Billing System & Support	4,589	33,599	37,000	224,200	14.99%	
17110 · Insurance	-,000	115,244	118,819	159,400	72.3%	Annual payment
17125 · Occupancy	24,415	86,287	58,274	250,000	34.52%	7 till dal paymont
17400 · Payroll Expense	228,270	970,550	900,925	2,996,700	32.39%	
17500 · Professional Services		0.0,000	000,020	_,000,00	02.007	
17501 · General Counsel	14,725	45,990	42,270	185,800	24.75%	
17502 · Litigation	12,450	30,952	31,603	250,000	12.38%	
17503 · Engineering	27,945	97,938	95,130	243,500	40.22%	
17505 · Rate Consultant	1,833	1,833	1,549	10,000	18.33%	
17506 · Public Relations	_	906	469	600	151.06%	
17507 · IT Support Services	3,302	14,213	14,265	41,400	34.33%	
17508 · Auditor	15,000	15,000	15,000	52,000	28.85%	
17509 · Other	-	10,248	779	21,400	47.89%	Fees for developer reimbursement reports
Total 17500 · Professional Services	75,256	217,080	201,064	804,700	26.98%	
17660 · Utilities	2,365	9,683	14,645	34,500	28.07%	
17700 · Vehicle Expense	6,004	23,575	43,946	119,700	19.7%	
17800 Other Expenses	13,782	46,403	52,653	169,200	27.43%	
17950 · Bad Debt Expense (Recovery)	(3,763)	(4,772)	29,283	136,700	-3.49%	
Total 43 · Shared Department-Exp	350,917	1,497,649	1,456,609	4,895,100	30.6%	
50 · Capital Outlay			95,012	500,000	0.0%	
al Expense	831,969	3,114,537	3,440,162	11,126,900	27.99%	
Ordinary Income	851,450	2,669,626	3,680,502	16,271,100		
Transfers Out						
18000 · Transfer to Debt Service Fd-GOF	777,083	3,108,333	3,373,333	9,325,000	33.33%	
18010 · Transfer to Facilities Fund-GOF	194,271	777,083	843,333	2,331,250	33.33%	
Total Transfers Out	971,354	3,885,417	4,216,667	11,656,250	33.33%	
Income (Deficit)	\$ (119,904)	\$ (1,215,790)	\$ (536,165)	\$ 4,614,850		

# West Travis County Public Utility Agency Balance Sheet-All Funds

As of January 31, 2019

	1 G	eneral Fund	2 Fa	acilities Fund	3 Ra	te Stabilization Fund	4	Debt Service Fund	5 Ca	pital Projects Fund	6 Im	pact Fee Fund	TOTAL
ASSETS													
Cash & Investments													
01 · Cash & Cash Equivalents	\$	3,405,941	\$	643,325	\$	903	\$	4,557,347	\$	96,595	\$	13,243,164	\$ 21,947,275
02 · Investments		3,054,019		5,803,917		3,025,650		16,802,893		24,441,118		28,751,166	 81,878,764
Total Cash & Investments		6,459,960		6,447,242		3,026,552		21,360,240		24,537,713		41,994,330	103,826,038
Accounts Receivable		2,168,236		-		-		-		-		-	2,168,236
Other Current Assets													
05 · Receivables-Other		23,224		-		-		-		-		-	23,224
06 · Due from Other Funds		6,683,896		1,115,979		-		-		1,541,695		628,646	9,970,217
08 · Deposits		24,461						-		-			24,461
<b>Total Other Current Assets</b>		6,731,581		1,115,979		-		-		1,541,695		628,646	10,017,901
TOTAL ASSETS	\$	15,359,777	\$	7,563,221	\$	3,026,552	\$	21,360,240	\$	26,079,408	\$	42,622,977	\$ 116,012,176
LIABILITIES & FUND BALANCES													
Liabilities													
Current Liabilities													
Accounts Payable	\$	385,371	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 385,371
Other Current Liabilities													
13 · Refundable Deposits		590,812		-		-		-		-		-	590,812
14 · Other Accrued Liabilities		327,174		-		-		-		-		-	327,174
15 · Due to Other Funds		288,576		1,497,641				-		8,102,786		81,213	9,970,217
<b>Total Other Current Liabilities</b>		1,206,562		1,497,641		-		-		8,102,786		81,213	10,888,203
<b>Total Current Liabilities</b>		1,591,933		1,497,641		-		-		8,102,786		81,213	11,273,573
Total Liabilities		1,591,933		1,497,641		-		-		8,102,786		81,213	11,273,573
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)		(1,215,790)		490,952		18,545		3,987,074		(2,582,623)		3,121,076	 3,819,235
Total Fund Balances		13,767,844		6,065,581		3,026,552		21,360,240		17,976,622		42,541,763	104,738,602
TOTAL LIABILITIES & FUND BALANCES	\$	15,359,777	\$	7,563,221	\$	3,026,552	\$	21,360,240	\$	26,079,408	\$	42,622,977	\$ 116,012,176

# West Travis County Public Utility Agency Profit & Loss-All Funds

October 2018 through January 2019

31 - Wastewater Department-Rev   1,603,268   -   -   -   -   515,756   2,119,024   32 - Investment Income   20,232   35,837   18,545   103,782   151,042   182,419   511,857   33 - Other Income   945   -   -   -   -   -   -   -   -   945		1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
31 - Wastewater Department-Rev   1,603,268   -   -   -   -   515,756   2,119,024   32 - investment Income   20,232   35,837   18,545   103,782   151,042   182,419   511,857   33 - Other Income   945   -   -   -   -   -   -   -   -   945	Income							
32 · Investment Income         20,232         35,837         18,545         103,782         151,042         182,419         511,857           33 · Other Income         945         -         -         -         -         -         -         945           Total Income         5,784,164         35,837         18,545         103,782         151,042         3,896,500         9,989,87*           Expense         41 · Water Department - Exp         1,072,834         -         -         -         -         -         -         1,072,834           42 · Wastewater Department - Exp         544,054         -         -         -         -         -         -         544,054           43 · Shared Department-Exp         1,497,649         -         -         -         -         -         -         -         544,054           43 · Shared Department-Exp         1,497,649         -	30 · Water Department-Rev	\$ 4,159,719	\$ -	\$ -	\$ -	\$ -	\$ 3,198,325	\$ 7,358,045
33 Other Income   945   -   -   -   -   -   -   945	31 · Wastewater Department-Rev	1,603,268	-	-	-	-	515,756	2,119,024
Total Income         5,784,164         35,837         18,545         103,782         151,042         3,896,500         9,989,877           Expense           41 · Water Department - Exp         1,072,834         -         -         -         -         -         544,054           42 · Wastewater Department - Exp         544,054         -         -         -         -         544,054           43 · Shared Department-Exp         1,497,649         -         -         -         -         465         1,498,114           50 · Capital Projects Fund         -         -         -         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         8,140         -         -         -         -         -         -         232,310         -         232,310         -         232,310         -         232,310         -         221,420         -         221,420         -         221,420         <	32 · Investment Income	20,232	35,837	18,545	103,782	151,042	182,419	511,857
## A1 · Water Department - Exp	33 · Other Income	945						945
41 · Water Department - Exp 1,072,834 1,072,834 42 · Wastewater Department - Exp 544,054 544,054 43 · Shared Department-Exp 1,497,649 544,054 43 · Shared Department-Exp 1,497,649 544,054 50 · Capital Outlay 52 · Capital Projects Fund 26015 · RWi/Pump Station Expansion-D&A	Total Income	5,784,164	35,837	18,545	103,782	151,042	3,896,500	9,989,871
42 · Wastewater Department - Exp 544,054 544,054 43 · Shared Department-Exp 1,497,649 465 1,498,114 50 · Capital Outlay  52 · Capital Projects Fund  26015 · RWi/Pump Station Expansion-D&A 8,140 - 8,140 26020 · RWi/Pump Station Expansion-C 232,310 - 232,310 26025 · RW TM #2-D&A 221,420 - 221,420 26035 · SWPPS Upgrade 5900-7800 gpm-D&A 3,535 26055 · 1340 EST-D&A	Expense							
43 · Shared Department-Exp 1,497,649 465 1,498,114 50 · Capital Outlay 52 · Capital Projects Fund	41 · Water Department - Exp	1,072,834	-	-	-	-	-	1,072,834
50 · Capital Outlay 52 · Capital Projects Fund  26015 · RWI/Pump Station Expansion-D&A 8,140 - 8,140  26020 · RWI/Pump Station Expansion-C 232,310 - 232,310  26025 · RW TM #2-D&A 221,420 - 221,420  26035 · SWPPS Upgrade 5900-7800 gpm-D&A 3,535 - 3,535  26055 · 1340 EST-D&A 28,103 - 28,103  26060 · 1340 EST-C 565,444  26075 · 1340 TM-D&A 565,444	42 · Wastewater Department - Exp	544,054	-	-	-	-	-	544,054
52 · Capital Projects Fund         26015 · RWI/Pump Station Expansion-D&A       -       -       -       8,140       -       8,140         26020 · RWI/Pump Station Expansion-C       -       -       -       -       232,310       -       232,310         26025 · RW TM #2-D&A       -       -       -       -       -       221,420       -       221,420         26035 · SWPPS Upgrade 5900-7800 gpm-D&A       -       -       -       -       3,535       -       3,535         26055 · 1340 EST-D&A       -       -       -       -       -       28,103       -       28,103         26060 · 1340 EST-C       -       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       -       43,779       -       43,779	43 · Shared Department-Exp	1,497,649	-	-	-	-	465	1,498,114
26015 · RWI/Pump Station Expansion-D&A       -       -       -       -       8,140       -       8,140         26020 · RWI/Pump Station Expansion-C       -       -       -       -       232,310       -       232,310         26025 · RW TM #2-D&A       -       -       -       -       -       221,420       -       221,420         26035 · SWPPS Upgrade 5900-7800 gpm-D&A       -       -       -       -       -       3,535       -       3,535         26055 · 1340 EST-D&A       -       -       -       -       -       28,103       -       28,103         26060 · 1340 EST-C       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       -       43,779       -       43,779	50 · Capital Outlay							
26020 · RWI/Pump Station Expansion-C       -       -       -       -       232,310       -       232,310         26025 · RW TM #2-D&A       -       -       -       -       -       221,420       -       221,420         26035 · SWPPS Upgrade 5900-7800 gpm-D&A       -       -       -       -       -       3,535       -       3,535         26055 · 1340 EST-D&A       -       -       -       -       -       28,103       -       28,103         26060 · 1340 EST-C       -       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       -       43,779       -       43,779	52 · Capital Projects Fund							
26025 · RW TM #2-D&A       -       -       -       -       221,420       -       221,420       -       221,420       -       3,535       -       3,535       -       3,535       -       3,535       -       3,535       -       3,535       -       28,103       -       28,103       -       28,103       -       28,103       -       26,103       -       26,103       -       -       565,444       -       565,444       -       565,444       -       565,444       -       565,444       -       43,779       -       43,779       -       43,779       -       43,779       - <th>26015 · RWI/Pump Station Expansion-D&amp;A</th> <th>-</th> <th>-</th> <th>-</th> <th>-</th> <th>8,140</th> <th>-</th> <th>8,140</th>	26015 · RWI/Pump Station Expansion-D&A	-	-	-	-	8,140	-	8,140
26035 · SWPPS Upgrade 5900-7800 gpm-D&A       -       -       -       -       3,535       -       3,535         26055 · 1340 EST-D&A       -       -       -       -       -       28,103       -       28,103         26060 · 1340 EST-C       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       43,779       -       43,779	26020 · RWI/Pump Station Expansion-C	-	-	-	-	232,310	-	232,310
26055 · 1340 EST-D&A       -       -       -       -       28,103       -       28,103         26060 · 1340 EST-C       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       43,779       -       43,779	26025 · RW TM #2-D&A	-	-	-	-	221,420	-	221,420
26060 · 1340 EST-C       -       -       -       -       565,444       -       565,444         26075 · 1340 TM-D&A       -       -       -       -       43,779       -       43,779	26035 · SWPPS Upgrade 5900-7800 gpm-D&A	-	-	-	-	3,535	-	3,535
<b>26075 · 1340 TM-D&amp;A</b> 43,779 - 43,779	26055 · 1340 EST-D&A	-	-	-	-	28,103	-	28,103
	26060 · 1340 EST-C	-	-	-	-	565,444	-	565,444
<b>26080 · 1340 TM-C</b> 847 356 - 847 356	26075 · 1340 TM-D&A	-	-	-	-	43,779	-	43,779
2000 1010 1 2	26080 · 1340 TM-C	-	-	-	-	847,356	-	847,356
<b>26110 · WBCPS Upgrade/GST #2-D&amp;A</b> 39,932 - 39,932	26110 · WBCPS Upgrade/GST #2-D&A	-	-	-	-	39,932	-	39,932
<b>26120 · 1080 Bee Cave TM-D&amp;A</b> 22,388 - 22,388	26120 · 1080 Bee Cave TM-D&A	-	-	-	-	22,388	-	22,388
<b>26135 · WW Master Planning &amp; Permitting</b> 80 - 80	26135 · WW Master Planning & Permitting	-	-	-	-	80	-	80
<b>26140 · Bohls WWTP Expansion-D&amp;A</b> 11,895 - 11,895	26140 · Bohls WWTP Expansion-D&A	-	-	-	-	11,895	-	11,895
<b>26950 · Developer Reimbursements</b> 709,284 - 709,284	26950 · Developer Reimbursements	-				709,284		709,284
Total 52 · Capital Projects Fund 2,733,665 - 2,733,665	Total 52 · Capital Projects Fund	-	-	-	-	2,733,665	-	2,733,665
53 · Facilities Fund	53 · Facilities Fund							
45025 · Uplands WTP Off/Trident Bld-D&A - 22,114 22,114 22,114	45025 · Uplands WTP Off/Trident Bld-D&A	-	22,114	-	-	-	-	22,114
<b>45030 · Uplands WTP Off/Trident Bld-C</b> - 126,968 126,968	45030 · Uplands WTP Off/Trident Bld-C	-	126,968	-	-	-	-	126,968
45035 · Tank & PS Repainting-D&A - 20,273 20,273	45035 · Tank & PS Repainting-D&A	-	20,273	-	-	-	-	20,273
<b>45040 · Tank &amp; PS Repainting-C</b> - 69,191 69,191	45040 · Tank & PS Repainting-C	-	69,191	-	-	-	-	69,191

# West Travis County Public Utility Agency Profit & Loss-All Funds

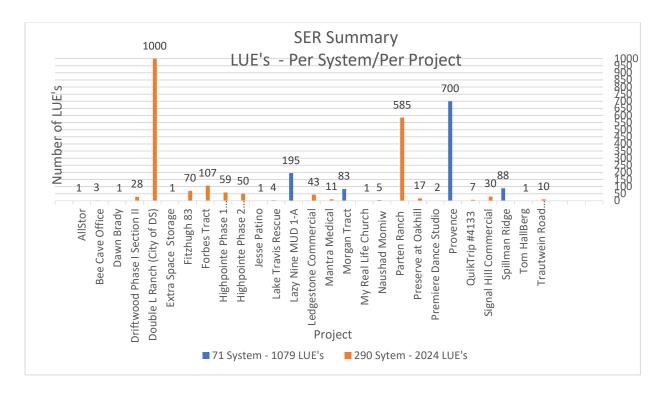
October 2018 through January 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
45100 · Ben Recyc Fac Des & TCEQ Permit	-	5,219	-		-	-	5,219
45105 · SCADA	-	43,101	-	-	-	-	43,101
45300 · Wastewater System M&R	-	28,418	-	-	-	-	28,418
45400 · Meter Purchases		6,686					6,686
Total 53 · Facilities Fund	-	321,968	-			-	321,968
Total 50 · Capital Outlay		321,968	-	_	2,733,665	-	3,055,633
Total Expense	3,114,537	321,968	-	-	2,733,665	465	6,170,636
Net Ordinary Income (Expense)	2,669,626	(286,131)	18,545	103,782	(2,582,623)	3,896,035	3,819,235
Transfers In (Out)							
Transfers In	-	777,083	-	3,883,292	-	-	4,660,376
Transfers Out	(3,885,417)		-			(774,959)	(4,660,376)
Net Transfers In (Out)	(3,885,417)	777,083	-	3,883,292	-	(774,959)	-
Net Income (Deficit)	\$ (1,215,790)	\$ 490,952	\$ 18,545	\$ 3,987,074	\$ (2,582,623)	\$ 3,121,076	\$ 3,819,235

# ITEM C

# PROJECT STATUS UPDATE BOARD MEETING – FEBRUARY 21, 2019 Page 1 of 5

### **SER UPDATE(S)**:



#### NEW:

- Bee Cave Office (71-19-001 3 LUE's) 9786 FM 2244:
  - Service Extension Request received 01.10.19
  - Service Availability Letter issued 01.29.19
  - NSSA received, pending PUA execution
- Dawn Brady (290-19-002 1 LUE) 10111 Davy Crockett Drive:
  - Service extension Received 01.10.19
- Double L Ranch (290-19-004 1,000 LUE's) City of Dripping Springs
  - System evaluation Proposal Murfee Engineering
- Ledgestone Commercial (43 LUE's 290)
  - Service Extension Request Received 12.11.18
  - o Service Extension Request Approval, January Board
  - NSSA Board Approval, February Board
- Signal Hill Commercial (30 LUE's 290 System) 14155 W US Hwy 290
  - Service Extension Request 12.10.18
  - Service Availability Letter, February Board

ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – FEBRUARY 21, 2019 Page 2 of 5

### SER UPDATE(S): (Con't)

#### NEW (con't):

- Tom Hallberg (290-19-001 1 LUE) 8201 Bear Creek Drive:
  - Service Extension Request Received 01.07.19
  - Service Availability Letter Issued 01.15.19
  - Service Availability Letter Executed 01.18.19
- Trautwein Road Development (290-19-003 10 LUE's) 14150 Trautwein Road
  - Service Extension Request Received 01.09.19
  - Applicant to determining proposed development

#### **UNDER ENGINEERING REVIEW:**

- Lazy Nine MUD 1-A (Increase 195 LUE's 71 System):
  - Amendment documents in progress
  - o Board Approval, February Board

#### PENDING APPLICANT ACTION:

- Allstor (1 LUE -71 System) 9021 FM 2244
  - Construction Review Plan Review Complete, resubmittal review complete, comments addressed
  - Final plans pending
- Bee Cave Office Park (WW)
  - Service Extension Received 09.26.18
  - Service Availability Letter Issued 11.30.18
  - o NSSA due 04.29.19
- Driftwood Phase I Section II (28 LUE's 290 System)
  - Submittal Letter received 08.15.18
  - o Amendment(s) to City of DS Wholesale Agreement, February Board
  - o Construction Plans Reviewed, comments provided 11.02.18
- Extra Space Storage (1 LUE 290 System) 14001 W US 290:
  - Service Extension Received 09.17.18
  - Service Availability Letter Issued 10.17.18
  - 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
  - Non-Standard Service Agreement, December Board

ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – FEBRUARY 21, 2019 Page 3 of 5

SER UPDATE(S): (Con't)

#### PENDING APPLICANT ACTION (con't):

- Fitzhugh 83 (70 LUE's 290 System) 11070 Fitzhugh Road
  - Service Extension Received 10.27.17
  - o Service Extension Request, Board Approval, December 2017 Board
  - NSSA Board Approval, June 2018 Board
  - Construction Plan Submittal pending
- Highpointe Phase I, Section 3B (59 LUE's 290 System) Sawyer Ranch Road/Cool Springs Way
  - Service Extension Received 09.24.18
  - Service Availability Letter issued N/A LCRA UFAA Agreement
  - Executed NSSA due N/A LCRA UFAA Agreement
  - Construction Plan Review Complete, comments provided 11.28.18
  - Resubmittal Pending
- Jesse Patino (1 LUE 290 System) 10603 Spring Valley Road
  - Service Extension Received 12.20.18
  - Service Availability Letter Issued 01.07.19
  - Executed Service Availability Letter due 03.08.19
- Premiere Dance Studio (2 LUE's 290 System) 13334 Sawyer Ranch Road
  - Service Extension Received 11.14.18
  - Service Availability Letter Issued 01.18.19
  - NSSA due 04.18.19
- Mantra Medical (11 LUE's 290 System) 12316 FM Road 1826
  - Service Extension Request Received 02.27.18
  - o Service Extension Request, Board Approval, May 2018 Board
  - o NSSA Board Approval, October 2018 Board
  - NSSA Pending Execution by Applicant
    - Follow-up letter underway
  - o Construction Plans Submittal received, plans reviewed, comments provided
  - Resubmittal Pending
- My Real Life Church (1 LUE 290 System) 13701 FM 1826
  - o Service Extension Received 08.02.18
  - Service Availability Letter Issued 09.25.18
  - o Executed NSSA Due 12.25.18
    - Follow-up letter underway
  - Construction Plan Submittal Pending

## ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – FEBRUARY 21, 2019 Page 4 of 5

### **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
  - o Service Extension Request, Board Approval, March 2018 Board
  - o 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
- 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
  - o Service Extension, Board Approval, September 2018 Board
  - NSSA Execution, November 2018 Board
  - Construction Plan submittal pending

#### **UNDER CONSTRUCTION:**

- Animal Care Center 71 System
- Anthem at Ledgestone Apartments 290 System
- Code Ranch 290 System
- David and Canice Garth (1 LUE (WWater) 71 System) 5115 Twin Acres

## ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – FEBRUARY 21, 2019 Page 5 of 5

### **SER UPDATE(S)**: (Con't)

#### UNDER CONSTRUCTION (con't):

- 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
- Signal Hill Estates (Grumbles Tract) 71 System

#### CLOSE-OUTS:

- Spillman Ranch Phase I, Section 10
  - o Close-out Submittal received 02.12.19
  - Under Review

#### CIP:

#### CP&Y:

- Tank and Pump Station Coating Improvements
  - o CFG Industries \$654,500.00
  - o Construction In-Progress, Construction Progress Meetings on-going
  - Substantial Completion, 01.22.19
  - o Change Order 1 (\$35,900.00) Add \$8.1K; Deduct \$44K SW Site
  - Change Order 2 \$93.582.00 Additional Tank Repairs; additional days 12
  - Change Order 3 \$127K Home Depot Tank Repairs; additional days 40
  - Change Orders 1-3 represent a 28.22 percent increase to the original contract.
  - Change Order 4 Weather Delays 55 days
  - o Change Order 5 deduct along with additional weather days, February Board
- 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
  - Notice to Proceed Issued 11.01.18
  - Substantial Completion 04.07.19
  - o Final Completion 05.01.19
  - o Construction In-Progress, Construction Progress Meetings on-going
    - Contractor at 50% completion with Trident Room
    - Contractor at 60% completion with the HSPS
- Effluent Line (Park at Bee Cave) On hold



February 11, 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 – February 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 remaining work on the project includes to finish painting the one remaining 500,000 gallon County Line GST exterior, which is scheduled for completion by March 4. Building repairs at the SW Pump Station and County Line PS are also scheduled for completion by early March. All remaining painting work is weather dependent. A final walk-through of the project sites will be conducted with the PUA staff once the contractor completes the work. All remaining work is scheduled to be completed by March 4.
- Uplands WTP & High Service Pump Station Renovations Travis Industries mobilized the week
  of November 5 with work beginning the week of November 12 on this project. The contractor is
  50% complete with Trident room painting improvements and 60% complete with the High
  Service Pump Station painting improvements. The substantial completion deadline is April 7,
  2019.

Thank you and should you have any questions please call me at 254-772-9272 or at <a href="mailto:swetzel@cpyi.com">swetzel@cpyi.com</a> with written communications.

Sincerely,

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:** February 13<sup>th</sup>, 2019

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

FROM: Dennis Lozano, P.E.

**RE:** Capital Improvements Plan Projects Update – February 2019

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

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 has been set 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. 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 5,600 linear feet of pipe and three of the four tie-ins. A significant project milestone was completed on January 17<sup>th</sup>, which was completion of the tie-in to the Sawyer Ranch Road Waterline. A significant amount of coordination was required for the successful completion and a partial list of participating parties is: WTCPUA general manager, customer service, operations, and line maintenance staff; Hays Co. WCID Nos. 1 & 2 board, consultants, and operations; and QT Corporation ownership and consultants. The operation was successful and completed with minimal service interruption.

#### **1340 Elevated Storage Tank**

The shaft crew has completed top out of the pedestal and demobilized. The bowl fabrication and exterior coating is complete. Hoisting of the bowl is scheduled for February 13<sup>th</sup>. The project is currently on schedule.

#### **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 will be scheduled to discuss the details of the easement document prior to drafting.

#### 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 is clearing final comments at TCEQ related to OSSF buffers and moving to procurement this month.

#### 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

					Percent	Estimated (	Completion
		Original	Total Change	Revised	Complete	Da	te
Project	Phase	Budget	Orders	Budget*	(Phase)	Phase	Project
Raw Water Line No. 2	Design	\$350,707	N/A	N/A	95%	Q1 2019	Q2 2020
Naw Water Line No. 2	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	25%	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	63%	Q1 2019	Q1 2019
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	70%	Q1 2019	Q1 2019
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	72%	Q4 2018	Q4 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q1 2019	Q4 2019
West Bee Cave PS GST 2	Permitting & Design	\$162,350	N/A	\$162,350	100%	Q1 2019	Q3 2019
1240 Conversion at CLPS	Design	\$5,120	N/A	\$5,210	10%	Q1 2019	Q1 2019

<sup>• -</sup> Does not include legal or other consulting fees unless they are sub-consultants to MEC



Travis County MUD 22 EST Detail



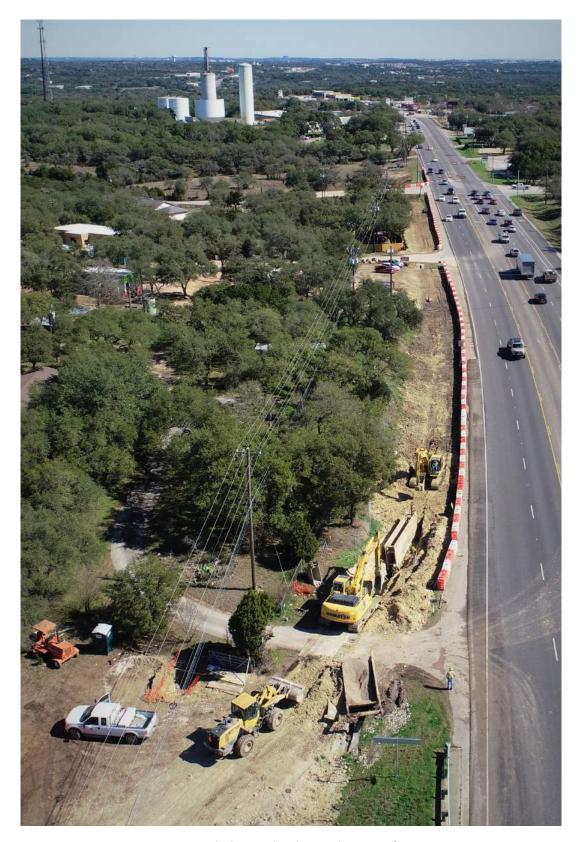
**Travis County MUD 22 EST Site** 



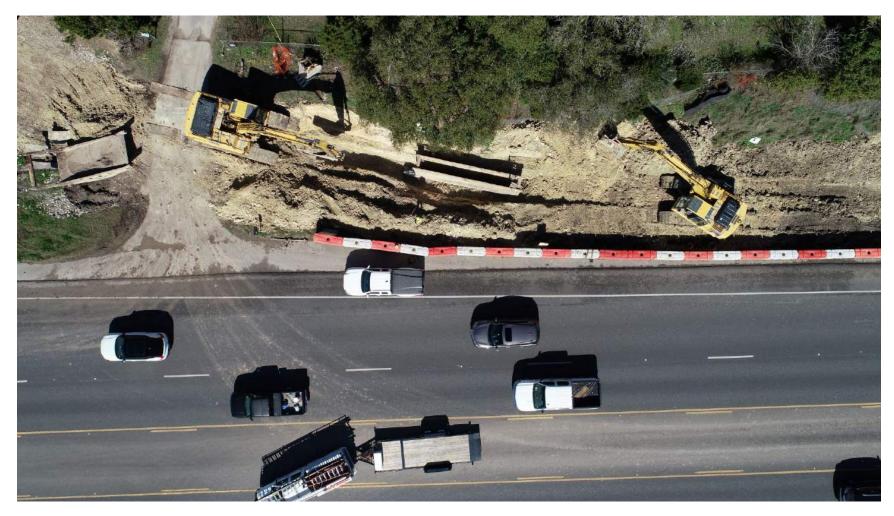
**County Line Pump Station 1340 EST Site** 



**County Line Pump Station 1340 EST Hoisting System Detail** 



1340 Transmission Main Pipe Laying at Ledgestone



1340 Transmission Main Laying at Ledgestone

### 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**

February 14, 2019

#### **Executive Summary**

Water demand is at its lowest point of the season. Running a large water system at a slow speed presents some operational challenges. Disinfection residual is continuously monitored to ensure the system is maintaining a detectable residual at all points. Distribution system checks are performed where long detention times are expected. Pumping operations and hydrant flushing are adjusted accordingly.

The disinfectant level for total chlorine should stay between 0.5 mg/L and 4.0 mg/L. The running annual average within the distribution system should not exceed 4.0 mg/L.

#### Critical Issues

Raw water pump No. 2 was removed for warranty work due to a broken mechanical seal. Smith Pump is expected to complete this work and return the pump on-line by end of February 2019. After RWP No. 2 returns, RWP No. 4 will be removed for seal and shaft repair work.

#### **Environmental Compliance**

All TCEQ compliance parameters were within State limits during the month of January 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	4.655 MGD
AVG Treated Water	4.416 MGD
PEAK Treated Water	4.965 MGD
AVG CFE Turbidity	0.10 NTU
AVG Chlorine	2.98 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.450 MGD	0.675 MGD
MAX Flow	0.895 MGD	
AVG BOD	1.40 mg/l	5 mg/l
AVG Fec.Coli	3.00 mg/l	20 mg/L
AVG NH3	0.06 mg/l	2 mg/L
AVG Turbidity	1.55 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.279 MGD	0.325 MGD
MAX Flow	0.436 MGD	
AVG BOD	2.60 mg/l	5 mg/L
AVG Fec.Coli	2.90 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	2.50 mg/l	3 mg/L

#### **Other Performance Measures**

During the month of January 305,000 gallons were flushed through various fire hydrants. Routing flushing moves water through the system and helps improve water quality.

#### **Public Relations**

The Vapex odor control system received routine preventive maintenance on February 5<sup>th</sup>. Check valves, tubbing, and other fittings were replaced. The Vapex unit is operating normal and is very effective at treating local odors. There have been no odor complaints in several months.

#### **Safety Performance**

There were zero reportable injuries for the month of January 2019.

Safety topic(s) this month:

- Back Injury Prevention
- Tool and Ladder Safety

#### Personnel

Leo Culp filled the Journeyman Electrician vacancy and Billy Sewell filled Pump and Motor Maintenance vacancy. Both employees started Monday, February 11<sup>th</sup>. Leo brings more than 20 years' experience as a Journeyman Electrician and Billy has worked several years in the water utility industry.

#### **Miscellaneous**

- TCEQ 2018 Water Use Report submitted February 6<sup>th</sup>.
- Odor scrubber media was replaced at Lake Pointe WWTP February 7<sup>th</sup>. Media is changed every 6-months to maintain optimum performance.
- Spare keys were made for units 501, 1505, 502, and 702. All spare keys are stored in a lock box at the water treatment plant.
- Small Tool and Equipment Inventory was prepared. The list will be audited every 6 months.

Mech Adjus Adjus Adjus Adjus Adjus Andle Auge Awi 6 Band Blow D Bolt 6 1 Bolt 6 2 Breal	n Description chanic and Hand Tools ustable wrench 6"		Unit 1505/ Javier	Unit 504/	Unit 501/	LKPT/	Bohls/C		Wastewat		Unit 401/	Unit 503/	Unit 701/	Pump and I Unit 1423/	Unit 703/	WTP Fab	/	I 5057	Unit 802/	Unit 508/	Unit 502/	a
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Bolt of Bolt of Break	d saw cordless 21"																					1
1 Bolt o	ver w/ ducting																					1
2 Breal	cutter 24"										1	1										
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-	iker bar 1/2"																		1			
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_	om 36" Push										1									1		
_	king gun 10 oz									1												
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	ular saw 13amp 7"																		1			1
_	per tube cutter cordless 12v																					1
	npers 8"													1	1		1			1		
	per terminal 8"															1						
	stop key		1		1	1				1	1							1		1		
	grinder 1/4"															1						
	ing bar steel 72"																	1		1		
	ing Probe		1																	1		
	set cordless 3/8" 48 pc.													1	1		1	1				
	set cordless 1/2" 48 pc.																		1	1		
	bit set 1/4" 25 pc.				1																	
	mp pump electric 17 gpm					1																
_	tric winch 4,000 lb 1.5 hp					1																
_	set 9 pc.													1			1		1			
_	tape 100 ft.														2		1					
_	ng tool															1						
	hlight rechargeable w/ base					1																
_	hlight battery operated						1			1	1	1										
_	e electrical power monitor															1						
	e laser alinment tool															1						
_	e non-contact IR thermometer													1		1						
	e vibration tester															1						
	e volt multi-meter													1	3		1					
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	nmer MH lid extractor 12 lb.	<del>                                     </del>	1	1	1	1	1	1		1	1	1		<u> </u>			1	1	1	1	1	<b>†</b>

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No.	Item Description	Opr	Javier	Ben	Curtis	Pete	hris	Skid	Skid	Bubba	Pete	Chris	Michael	Glenn	Leo	Shop	Joe Cruz	Laz	Bryson	Jesus	Joey	Shop
58	Hammer drill 20v 1/2"															1		1	,			1
59	Hand operated pump 2 gpm		1								1			1				1		1	1	
	Heat gun 1200w											1		1								
	Heater 100,000 btu diesel																					1
	Hex key set .03"-1/4" 10pc.														1					1		
	Hex key set .05"-3/8" 13 pc.													1			1				1	
	Hex handle set 3/32"-3/8" 10 pc.															1	-					
	Hydrant 2.5" diffuser		1													-				1		
	Hydrant wrench adjustable		1		1					1	1	1	1	1		1	1	1	1	1	1	2
	Hydrant PSI guage 200 psi max		1		1					1	1	1	1	1		1	1	1	1	1	1	1
_	, , , ,																1	1	1	1	1	1
	Impact Driver 20v 1/4"				1																	
	Jack hammer electric 120v																					1
	Key meter box		1		1																	
	Key vault hatch											1										
	Knock out punch set													1		1						
73				ļ			ļ															1
	Ladder ext 16'				ļ												1			1		
75	Level standard 9"									1												
76	Level standard 24"															2		2		2		
77	Level standard 48"															1						
78	Level laser point									1					1							
	Lifting straps 1"x8'																1		2	2		
	Lock out tag out kit 24 pc.												1	1	1							
	Loopers 34"		1								1											
	Machete 22"		-								-								1	1		
	Manhole lifting hooks		2																_	1		
	Measuring wheel 12" 1,000 ft															1						
																1		2				-
	Measuring tape 25'		1								_							2	1			
	Measuring tape 30'										1	1		1	1				1	1		
	Measuring tape 100'															1						
_	Metal detector locator																1	1		1		
	Nut drivers 10 pc. Set				1									1	1		1					
_	Oscilloscope															1						
	Pick 36"																1			1		
	Pipe bender 1/2"													1		1						
93	Pipe bender 3/4"															1						
94	Pipe bender 1"															1						
95	Pipe wrench 12"													2								
96	Pipe wrench 14"		1		1					1	1		4			1						
97	Pipe wrench 18"																	1	2	2	11	
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	Pipe wrench 36"													6		3			1	2		
	Plier 6" cutters									1						1						1
	Pliers dykes 4"				1									1	1		1					
	Pliers dykes bull				1		1							1	<u> </u>		1				1	1
	Pliers linemans 8"				1		1							1	1		1				1	1
_	Pliers needle nose 8"				1	<b>-</b>	1							1	2	1	2	1	1	1	1	<b>-</b>
				<b> </b>	1						<del>                                     </del>			1		1		1	1	1	1	1
					1		1									1		1			1	1
	Pneumatic chisel 8"			<del>                                     </del>	<del>                                     </del>		<del>                                     </del>	1			-			1				-		<del>                                     </del>	1	1
	Pneumatic 1/2" pistol wrench	<b>—</b>		-	1									1	-		1			1	1	1
	Pneumatic paint pistol				ļ		ļ									2					1	1
	Post driver 19"x3"			ļ	1						ļ					1				ļ	1	1
	54" potato fork				ļ	1	1													ļ		
	Pry bar 7"													2								
112	Pry bar 15"													2								
113	PSI guage 100 psi max									1	1		1									
	PSI guage 200 psi max		2		2																	
114	Puller bearing set		- 4																			

Manual Processor		•		Wat	er Plant					Wastewat	ter Plant				Pump and I	Motor Main	t			Line Mai	ntenance			1
15			WTP/			Unit 501/	LKPT/	Bohls/C				Unit 401/	Unit 503/					Unit 702/	Unit 506/		Unit 508/	Unit 502/	Bottom	i
17   March and Strict Spice (age)	-	·	Opr	Javier	Ben	Curtis	1	_	_	Skid	Bubba	Pete	Chris	Michael	Glenn	Leo	Shop	Joe Cruz	Laz	Bryson	Jesus	Joey	Shop	TOTAL
18							1	1	1														<u> </u>	3
10   10   10   10   10   10   10   10	-																1				1		<u> </u>	2
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13   Stacker words 127"																		1			1		<u> </u>	3
158   Statche worch 5-96"																		1	1	3	1		<u> </u>	•
Page   Page																					1		<u> </u>	1
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138   Backer maker 12 oz.																1				1	ļ		<b></b>	
134   Sw drywell utility 6"								<u> </u>							1		1				1	1	<b></b> '	1
135   Served inter file head for pit   1	-						<u> </u>	ļ	ļ									1			ļ		<u> </u>	1
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188   Served from philips head to # 1	-			1		2	1	_	ļ				1					1	1	3	1	1	<b></b> '	1
198   Servedriver philips head tilp #3	_	Screwdriver flat head tip #3						1																
141   Szewedriver yellips head to 93	138	Screwdriver philips head tip #1									1													
12   Shove Fround head short handle		Screwdriver philips head tip #2			1	2	2	1			1	2							1	2	1			1
122   Novel round head long handle   1	140	Screwdriver philips head tip #3									2													
24   Shovel round head long handle	141	Screwdriver set 15 pc.													2	1		1						
148   Shovel square head long handle	142	shovel round head short handle		1	1																			
145   Shovel shooter D handle	143	shovel round head long handle				1		1			1		1					2	2		2			10
146   Shovel trenching 5"		Shovel square head long handle		1	1		1			1								2	1		2		<u> </u>	!
147 Skimmer head small leaf 148 Skimmer head large leaf 149 Shap ring piler set 16" 150 Socket tool set 1/4" drive 36 pc. 151 Socket tool set 1/4" drive 36 pc. 152 Socket tool set 1/4" drive 36 pc. 153 Socket tool set 3/8" drive 24 pc. 154 Socket tool set 1/2" drive 24 pc. 155 Socket tool set 1/2" drive 24 pc. 156 Socket tool set 1/2" drive 24 pc. 157 Socket tool set 1/2" drive 24 pc. 158 Socket tool set 1/2" drive 24 pc. 159 Socket tool set 1/2" drive 24 pc. 150 Socket tool set 1/2" drive 24 pc. 151 Socket tool set 1/2" drive 24 pc. 152 Socket tool set 1/2" drive 24 pc. 153 Socket tool set 1/2" drive 24 pc. 154 Socket tool set 1/2" drive 24 pc. 155 Socket tool set 1/2" drive 24 pc. 156 Socket tool set 1/2" drive 24 pc. 157 Speed square 8" 158 Sped square 8" 159 Stap wrench 10" 159 Stap wrench 2" 150 Sump pump electric 1/2hp 2" 150 Sump pump electric 1/2hp 2" 151 Square die set combo 124 pc. 152 Telephone test set 153 Telescoping pole 21" 154 Telescoping pole 21" 155 Threader and handle 156 Torque wrench 1/4" 157 Tors screwdriver 75 158 Square servedriver 78 159 Trash pump 2"	145	Shovel shooter D handle		1	1		1											1	1		1			(
148   Skimmer head large leaf	146	shovel trenching 5"																1			1			
149   Snap ring piler set 16"	147	skimmer head small leaf						1																
1	148	skimmer head large leaf						2															<u> </u>	
1	149	Snap ring plier set 16"																						
152   Socket tool set 1/2" drive 24 pc.   1   1   1   1   1   1   1   1   1	150	Socket tool set 1/4" drive 36 pc.													1		1							
153 Socket tool set 1/2" drive 24 pc. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	_	Socket tool set 3/8" drive 24 pc.												1	1	1		1		1				
1	152	Socket tool set 3/8" drive 85 pc.															1							ı
155   Socket tool set 1/2" drive 185 pc.   1   1	153	Socket tool set 1/2" drive 24 pc.		1	1							1			1				1	1	1		1	
156   Socket tool set 3/4" drive 36 pc.   1   1     1		Socket tool set 1/2" drive 134 pc.					1									1	1	1						ı
157   Speed square 8"											1													ı
158   Spud wrench 10"							<u> </u>	ļ	ļ						1						1		<u> </u>	
159   Strap wrench 8"	-						<u> </u>	ļ	ļ												ļ		<u> </u>	1
160     Sump pump electric 1/2hp 2"     1     1       161     Tap and die set combo 114 pc.     1     3       162     Telephone test set     1     1       163     Telescoping pole 16'     2     1       164     Telescoping pole 21'     1       165     Threader and handle     1       166     Torque wrench 1/4"     1       167     Torx screwdriver T5     1       168     Torx screwdriver T8     1       169     Trash pump 2"																							<u> </u>	1
161     Tap and die set combo 114 pc.     1     3       162     Telephone test set     1     1       163     Telescoping pole 16'     2     1     1       164     Telescoping pole 21'     1     1     1       165     Threader and handle     1     1     1       166     Torque wrench 1/4"     1     1     1       167     Torx screwdriver T5     1     1     1       168     Torx screwdriver T8     1     1     1       169     Trash pump 2"     1     1     1	-														1		2				ļ		<u> </u>	1
162     Telephone test set     1       163     Telescoping pole 16'     2       164     Telescoping pole 21'     1       165     Threader and handle     1       166     Torque wrench 1/4"     1       167     Torx screwdriver T5     1       168     Torx screwdriver T8     1       169     Trash pump 2"     1	-						<u> </u>	ļ	ļ							1				1	1		<u> </u>	
163   Telescoping pole 16'   2 1																1	3				ļ		1	
164     Telescoping pole 21'     1        165     Threader and handle     1        166     Torque wrench 1/4"     1        167     Torx screwdriver T5     1        168     Torx screwdriver T8     1        169     Trash pump 2"	162	lelephone test set														1						1	<u> </u>	1
165     Threader and handle     1       166     Torque wrench 1/4"     1       167     Torx screwdriver TS     1       168     Torx screwdriver T8     1       169     Trash pump 2"     0		Telescoping pole 16'					2	_																1
166     Torque wrench 1/4"     1       167     Torx screwdriver T5     1       168     Torx screwdriver T8     1       169     Trash pump 2"     0		relescoping pole 21'						1																ı
167     Torx screwdriver T5     1       168     Torx screwdriver T8     1       169     Trash pump 2"     0	165	Threader and handle															1							ı
168     Torx screwdriver T8       169     Trash pump 2"	166	Torque wrench 1/4"															1							
169 Trash pump 2"	167	forx screwdriver T5									1													
	168	Forx screwdriver T8									1													
<del> </del>	169	frash pump 2"																					1	1
170 Trash pump 3"	-																				<u> </u>		2	
171 Tube bender 1 1 1															1		1				1		T	
172 Utility knife blade 1 1 1	-															1								1
173 Valve exerciser electric 1/2 hp									l						Ì							Ì	2	1

			Wate	er Plant					Wastewat	er Plant				Pump and I	Motor Main	ıt			Line Mai	ntenance			٦
		WTP/	Unit 1505/	Unit 504/	Unit 501/	LKPT/	Bohls/C	CCNG P.	Spillman P.	Unit 001/	Unit 401/	Unit 503/	Unit 701/	Unit 1423/	Unit 703/	WTP Fab	Unit 702/	Unit 506/	Unit 802/	Unit 508/	Unit 502/	Bottom	1
No.	Item Description	Opr	Javier	Ben	Curtis	Pete	hris	Skid	Skid	Bubba	Pete	Chris	Michael	Glenn	Leo	Shop	Joe Cruz	Laz	Bryson	Jesus	Joey	Shop	то
174	Valve key 6'		1	1		1				1		1					1	1		1	1	1	_
175	Valve key adjustable 12'				1																		_
176	Vise 1/8"-6"															1							4
177	Vise bench													1	1								1
178	Vise grips 1.5"													2	3	1	1						_
179	Vise grip c-clamp 3"									1													_
180	Vise grips c-clamp 9"													2	2								_
81	Vise grips set																		1				_
.82	Wire brush						2					1						1	1	1			_
83	Wire cutters 6"																1	1	1	1	1		
84	Wire cutters 9"																						Ш
85	Wire strippers cutters 8"													2	1		1						
86	Wrench set metric 11 pc.																				1		Ш
37	Wrench set standard 11 pc.												1	1		1	1	1	1	1		1	╝
88	Wrench 3/4"					2																	╝
	Miscellaneous Tools and Equipment																						
89	Backpack sprayer 4 gal.															1							Ī
90	Bandsaw 98"															1							
91	Chorine test kit chlorine		1		1						1						1	1	1	1			٦
92	Chlorine test kit monochlorine				1																		1
93	Cutting torch kit portable																					1	٦
14	Dolly heavy duty					2	1									1							٦
15	Drill press 12"															1							
96	Gas container 3 gal.																1						٦
97	Electrical insulation blanket															1							٦
98	Electrical extension cord 50'		1														1					1	٦
99	Electrical fish tape rods 12'															1							
00	Fall protection body harness															2							٦
01	Floor jack 4 ton															3							٦
02	Garden hose 20'																			1		1	٦
03	Generator 230v															1				1		1	٦
)4	Generator 2200w																1						٦
05	Hydraulic Press 20 ton															1		1					٦
06	Jack stands 4 ton						l									2						1	٦
07	Jumper cables 8 gauge 25'				1									1	1		1	1		1			٦
08	Jumper cables 6 gauge 25'		1		1									1	<u> </u>		Ī -	1		<u> </u>			٦
09	Lable maker	l	<u> </u>										l	†		1	t	t		1		1	٦
10	Mig welder 200v 200a				<b>†</b>		1		<b>†</b>					†		1	1	<b>†</b>	1			<u>†                                      </u>	٦
11	Phone charger	l											l	1			t	t		1		1	٦
12	Power washer 3,000 psi				<b>†</b>	1	1		<b>†</b>					†		1	1	<b>†</b>	1			<u>†                                      </u>	٦
13	Propane torch kit 14 oz.	t	1			1								2								1	┨
.4	Push mower 21"	1			1		1											<del>                                     </del>	<b> </b>	<del>                                     </del>	1	1	۲
15	Stand work light 1,000 w	t			1		<del></del>						l	1			1	1				3	┪
16	Tripod manlift kit 60' winch	1			1		1							1		1		<del>                                     </del>	<b> </b>	<del>                                     </del>	1	,	۲
17	Tubbing roller	<del>                                     </del>			<del>                                     </del>	<del>                                     </del>			<del>                                     </del>	<b> </b>	<b> </b>		<b> </b>	+	<del>                                     </del>	1	<del>                                     </del>	<del>                                     </del>	<del>                                     </del>	1	+	+	٦
18	Welder bobcat electric 250	<del>                                     </del>			<b> </b>				<del>                                     </del>					+		1	1	<del>                                     </del>	1	1		1	4
19	Wet/dry vac 16 gal	<del>                                     </del>			<del>                                     </del>	<del>                                     </del>			<del>                                     </del>	<b> </b>	<b> </b>		<b> </b>	+	<del>                                     </del>	1	<del>                                     </del>	<del>                                     </del>	<del>                                     </del>	1	+	1	$\dashv$
20	Wire reel caddy	<del>                                     </del>			<b> </b>				<del>                                     </del>					+		1	1	<del>                                     </del>	1	1		+	$\dashv$
20	Zero turn mower 48"	<del>                                     </del>			1		1		1	<del>                                     </del>			<del>                                     </del>	+		1	1	1	<del>                                     </del>			1	$\dashv$
-1	Zero turn mower 46	<u> </u>	<u> </u>		<u> </u>		1 1	<u> </u>	<u> </u>	<u> </u>	<u> </u>	1	<u> </u>	1	<u> </u>	<u> </u>	<u> </u>	1	<u> </u>	1	1	<u> </u>	┙

# West Travis County Public Utility Agency Billing Summary Report



<sup>\*</sup>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	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
	12/9-1/10	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	
Commercial Water	\$ 22,947	\$ 24,449	\$ 22,517	\$ 28,570	\$ 26,598	\$ 34,887	\$ 37,406	\$ 34,081	\$ 33,985	\$ 26,971	\$ 21,188	\$ 19,923	\$ 333,523
Commercial Base Water	24,254	24,408	24,431	24,455	24,418	24,371	24,257	24,257	24,244	23,998	23,637	23,631	\$ 290,360
Fire Hydrant Water	8,377	9,900	10,508	12,713	3,552	4,178	2,284	11,682	13,334	2,820	2,559	3,538	\$ 85,443
Multi Use Water	49,020	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	\$ 615,847
Residential Base Water	122,407	123,023	123,270	124,543	126,684	128,166	128,315	128,611	128,947	128,834	129,350	129,873	\$ 1,522,022
Residential Water	141,241	128,794	102,210	190,478	273,805	413,564	561,914	564,124	455,750	188,889	117,628	124,422	\$ 3,262,819
Irrigation Water	26,908	23,130	23,122	27,954	42,888	97,319	179,824	141,925	147,071	98,723	44,451	28,404	\$ 881,718
TOTALS	\$ 395,154	\$ 383,846	\$ 352,026	\$ 456,339	\$ 548,224	\$ 754,169	\$ 989,036	\$ 959,617	\$ 854,198	\$ 525,422	\$ 390,848	\$ 382,853	\$ 6,991,732
Bee Cave South	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
	12/30-1/31	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	
Commercial Water	\$ 29,974	\$ 23,419	\$ 22,285	\$ 26,524	\$ 29,527	\$ 22,280	\$ 25,865	\$ 30,677	\$ 24,774	\$ 19,815	\$ 23,432	\$ 22,954	\$ 301,527
Commercial Base Water	7,031	7,026	7,109	7,222	7,235	7,232	7,232	6,980	7,232	7,232	7,232	7,267	\$ 86,032
Fire Hydrant Water	688	2,411	5,601	5,601	6,676	14,054	16,459	14,916	3,819	2,573	3,225	3,213	\$ 79,236
Residential Base Water	75,768	75,764	75,865	75,902	75,955	75,988	76,228	76,425	76,539	76,650	77,227	77,548	\$ 915,860
Residential Water	79,713	55,708	69,080	94,908	119,386	182,351	191,340	244,567	95,139	56,985	66,769	59,714	\$ 1,315,662
TOTALS	\$ 193,174	\$ 164,328	\$ 179,941	\$ 210,158	\$ 238,778	\$ 301,905	\$ 317,124	\$ 373,566	\$ 207,503	\$ 163,256	\$ 177,886	\$ 170,696	\$ 2,698,317
Homestead / Meadow Fox	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
	12/19-1/17	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	
Residential Base Water	\$ 6,957	\$ 6,957	\$ 6,932	\$ 6,915	\$ 6,944	\$ 6,955	\$ 6,898	\$ 6,900	\$ 6,905	* -,	\$ 6,910	\$ 6,957	\$ 83,132
Residential Water	5,778	5,203	7,054	7,478	8,535	16,902	16,164	19,958	13,284	6,295	6,056	6,176	\$ 118,884
TOTALS	\$ 12,735	\$ 12,160	\$ 13,985	\$ 14,393	\$ 15,480	\$ 23,857	\$ 23,063	\$ 26,858	\$ 20,190	\$ 13,198	\$ 12,966	\$ 13,132	\$ 202,017
000 / 1100		Follows	Manah	A*!	Mari		le de c	A	0	Ostaban	Name	B	40 Manufe Tatal
290 / HPR	January	February 1/20-2/20	March 2/21-3/21	April 3/22-4/20	May	June 5/23-6/21	July 6/22-7/20	August 7/21-8/20	September	October 9/20-10/19	November	December	12 Month Total
Commercial Water	12/21-1/19 \$ 3.109				4/21-5/22 \$ 3.814				8/21-9/19	\$ 3.634	10/20-11/20 \$ 3.991	11/21-12/20 \$ 3.489	\$ 51.665
	φ 0,.00	\$ 3,537	\$ 3,670	\$ 3,380	+ -,-	\$ 7,150 2,705	Ţ 1,100	\$ 4,474 2.960	, , ,	+ -,	+ -/	, ,, ,,	+ ,
Commercial Base Water	2,509	2,509	2,509	2,524	2,550	,	2,713	,	2,969	3,216	3,526	3,270	\$ 33,960
Fire Hydrant Water Residential Base Water	3,052 117.622	3,550 118.121	7,701 118.991	12,312 119.896	16,095 120.850	43,052 121,447	23,354 122,317	14,525 123,740	4,514 124.728	2,415 125.437	2,930 126.195	6,482 126.863	\$ 139,982
Residential Water	91.126	94,224	111,789	196,602	262,673	409,262	381,734	494,517	356,261	144,342	99,151	-,	\$ 1,466,209 \$ 2,751,788
	2,357	2,354	6,588	16,331	30,735	45,036	45,268	66,865	52,600	5,152	4,814	110,107 10,343	\$ 288,443
Irrigation Water TOTALS	\$ 219.774	\$ <b>224,295</b>	,		,	,	\$ <b>579,489</b>	\$ <b>707.082</b>	,	\$ <b>284,197</b>	,	\$ 260,554	\$ 4,732,046
TOTALS	φ 213,114	Ψ 224,293	\$ 251,249	φ 331,040	φ 430,717	φ 020,031	φ 3/3,403	\$ 707,002	φ 540,300	φ 204,1 <i>91</i>	φ 240,000	φ 200,334	\$ 4,732,040
GRAND TOTALS	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Commercial Water	\$ 56,031	\$ 51,405	\$ 48,473	\$ 58,474	\$ 59,939	\$ 64,318	\$ 67,374	\$ 69,232	\$ 66,073	\$ 50,421	\$ 48,612	\$ 46,365	\$ 686,716
Commercial Base Water	33,793	33,943	34,048	34,202	34,203	34,308	34,202	34,197	34,445	34,446	34,394	34,169	\$ 410,351
Fire Hydrant Water	12,117	15,861	23,811	30,626	26,322	61,284	42,096	41,123	21,667	7,809	8,714	13,232	\$ 304,661
Multi Use Water	49,020	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	\$ 615,847
Residential Base Water	322,754	323,865	325,057	327,257	330,433	332,556	333,759	335,676	337,120	337,823	339,682	341,240	\$ 3,987,222
Residential Water	317,858	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	\$ 7,449,153
Irrigation Water	29,265	25,484	29,710	44,285	73,623	142,355	225,092	208,790	199,672	103,874	49,264	38,747	\$ 1,170,161
TOTALS	\$ 820,838	\$ 784.630	A 707.000	\$ 1.031.936	\$ 1,239,199	\$ 1.708.583	\$ 1,908,711	\$ 2,067,122	\$ 1.630.277	\$ 986.073	\$ 822,307	\$ 827,235	\$ 14,624,111



## Summary of Retail Billed Revenues Wastewater Utility

Bee Cave District	J	anuary	F	ebruary	March	April	May	June	July	August	Se	eptember	October	N	ovember	De	ecember	12	Month Total
Commercial Sewer	\$	51,670	\$	52,217	\$ 58,377	\$ 59,069	\$ 59,589	\$ 63,449	\$ 64,994	\$ 67,211	\$	62,275	\$ 59,904	\$	54,358	\$	53,263	\$	706,376
Multi Use Sewer		62,409		63,732	59,408	61,148	63,916	65,382	68,808	68,792		64,606	69,067		65,926		66,749	\$	779,942
Grinder Surcharge		1,000		1,000	998	1,000	997	975	962	975		975	975		975		971	\$	11,802
Residential Sewer		193,359		190,646	182,804	204,255	207,389	213,103	216,694	217,627		216,118	200,002		190,131		192,156	\$	2,424,285
TOTALS	\$	308,437	\$	307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$	343,974	\$ 329,948	\$	311,390	\$	313,140	\$	3,922,405



#### Summary of Retail Billed Revenues Other Fees (466-Reg, Pen & Capital) (477-Reg, Pen & Drainage)

 
 January
 February
 March

 \$ 9,657
 \$ 10,300
 \$ 10,402
 April May 9,357 \$ 10,392 
 June
 July
 August

 15,972
 \$ 14,959
 \$ 9,132
 \$
 Bee Cave 6,919 5,005 \$ 4,076 \$ 9,417 Bee Cave South 1,080 1,329 2,041 1,803 2,601 2,955 2,986 1,627 654 2,881 3,372 3,954 Homestead / Meadow Fox 4,425 4,339 4,508 4,477 4,472 4.504 4.569 4,444 4,400 4.354 4.471 4.552 | 3,685 | 2,944 | 3,313 | 4,014 | 4,915 | 6,175 | 6,525 | 5,557 | | 18,847 | \$ 18,913 | \$ 20,264 | \$ 19,651 | \$ 22,380 | \$ 29,606 | \$ 29,038 | \$ 20,760 | \$ | 3,730 **15,703** \$ 2,310 5,663 4,429 14,550 \$ 17,582 \$ 22,352 TOTALS



### Summary of Retail Billed Revenues NON PUA Revenue

Hays MUD 4	J	anuary	F	ebruary		March		April	May	June	July	1	August	Se	eptember	October	Ż	ovember	Ď	ecembe
Sewer	\$	7,542	\$	7,321	\$	7,810	\$	7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$	8,275	\$	7,940	\$ 7,568	\$	7,643	\$	7,235
TOTALS	¢	7.542	\$	7,321	\$	7,810	\$	7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$	8,275	\$	7,940	\$ 7,568	\$	7,643	\$	7,235
	Ψ	7,072	€	.,02.	٠	.,	-													
1017120	Ψ	1,042	Ψ	7,021		1,010		,	,	•			,		·	,		,-		,
TC MUD 16	Į .	anuary	Fe	ebruary	_	March	_	April	May	June	July		August	Se	eptember			ovember	De	•
	\$	,-	Fe					April		\$	\$						N	·		ecembe



#### Wholesale Water

Revenue	January	February	March	April	May	June	July	August	September	October	November	December
	1/16-2/15	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
Barton Creek West	\$ 19,338	\$ 18,943	\$ 27,024	\$ 28,328	\$ 37,922	\$ 41,791	\$ 42,274	\$ 39,532	\$ 24,445	\$ 20,334	\$ 19,844	\$ 21,210
Headwaters	16,101	16,272	16,947	17,931	19,979	20,989	22,695	21,324	17,500	17,468	17,498	\$ 16,418
City of Dripping Springs (Blue E	681	2,590	432	432	432	432	432	432	434	432	432	\$ 432
Crystal Mountain HOA	3,897	3,677	4,745	4,805	6,105	6,480	6,617	6,098	4,185	3,713	3,828	\$ 3,674
Deer Creek Ranch	13,862	12,914	15,296	16,699	19,348	19,735	22,503	19,733	14,362	14,733	14,087	\$ 13,598
Dripping Springs WSC	41,696	38,307	49,405	45,689	45,837	50,386	60,636	53,875	33,993	23,567	40,631	\$ 38,216
Eanes ISD	1,335	1,162	1,801	1,565	1,748	1,497	1,906	1,876	1,454	1,165	1,169	\$ 1,019
Graham Mortgage	-	-	-	-	-	•	ı	-	-	•	-	\$
Hays WCID 1	32,411	30,532	37,760	42,558	50,137	50,218	58,672	52,805	36,584	36,220	35,250	\$ 30,672
Hays WCID 2	27,483	26,810	34,552	39,140	44,617	46,831	56,005	51,631	33,171	21,860	37,785	\$ 28,270
Hudson	-	-	-	-	-	•	•	-	-	•	1	\$
Lazy Nine 1A	23,081	21,995	30,219	31,624	34,221	35,318	39,560	38,874	51,339	24,259	23,853	\$ 22,630
Masonwood	9,555	6,702	20,241	13,980	16,679	17,457	21,289	19,295	9,887	12,756	9,832	\$ 9,766
Reunion Ranch	10,464	9,723	13,750	19,303	22,418	22,501	27,417	24,191	12,481	11,383	10,285	\$ 10,370
Senna Hills	13,774	12,557	15,545	18,375	21,631	22,247	25,033	21,663	14,409	13,233	, -	\$ 12,630
Travis County MUD 12	48,305	43,770	52,476	57,884	62,243	61,295	67,766	60,776	47,474	43,030	42,428	\$ 41,084
TOTALS	\$ 261,983	\$ 245,955	\$ 320,191	\$ 338,314	\$ 383,319	\$ 397,175	\$ 452,805	\$ 412,107	\$ 301,719	\$ 244,152	\$ 269,715	\$ 249,989

#### Wholesale Wastewater

Revenue	7	lanuary	F	ebruary	March	April	May	June	July	,	August	Se	ptember	-	October	N	ovember	De	ecember
Masonwood Wastewater	\$	24,824	\$	23,976	\$ 26,344	\$ 24,602	\$ 23,212	\$ 26,841	\$ 26,313	\$	28,506	\$	28,804	\$	28,621	\$	28,552	\$	28,621
WCID 17 Wastewater		30,357		30,314	33,156	31,401	31,995	32,075	30,635		32,446		32,013		31,982		31,117		32,841
TOTALS	\$	55,180	\$	54,289	\$ 59,500	\$ 56,003	\$ 55,206	\$ 58,915	\$ 56,948	\$	60,952	\$	60,817	\$	60,603	\$	59,669	\$	61,462

Effluent/Raw Water/Raw Water Delivery

Effluent/Raw Water/Raw Wat	er Delivery											1
Revenue	January	February	March	April	May	June	July	August	September	October	November	December
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) E	-	-	-	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	115	119	53	551	251	427	571	1,944	353	1,792	1,147	1,060
WTCMUD3 Raw Water Deliver	16	-	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	\$ 131	\$ 119	\$ 565	\$ 55,997	\$ 87,764	\$ 61,725	\$ 108,089	\$ 71,295	\$ 33,150	\$ 1,792	\$ 1,147	\$ 1,060
-												
GRAND TOTAL	\$ 317,294	\$ 300,363	\$ 380,257	\$ 450,314	\$ 526,289	\$ 517,815	\$ 617,842	\$ 544,354	\$ 395,685	\$ 306,547	\$ 330,531	\$ 312,512



#### Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	January	F	ebruary	March	April	May	June	July	August	S	September	October	N	ovember	Ţ	December	12	<b>Month Total</b>
Retail Water	\$ 820,838	\$	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	\$	14,624,111
Wholesale Wat	261,983		245,955	320,191	338,314	383,319	397,175	452,805	412,107		301,719	244,152		269,715		249,989	\$	3,877,424
TOTAL	\$ 1,082,820	\$	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	\$	18,501,535

astewater Utili	Jar	nuary	F	ebruary	March	April	May	June	July	August	S	eptember	(	October	N	ovember	D	ecember	12	Month Total
Retail Wastewa	\$ 3	308,437	\$	307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$	343,974	\$	329,948	\$	311,390	\$	313,140	\$	3,922,405
Wholesale Was		55,180		54,289	59,500	56,003	55,206	58,915	56,948	60,952		60,817		60,603		59,669		61,462	\$	699,546
TOTAL	\$ 3	363,618	\$	361,884	\$ 361,087	\$ 381,475	\$ 387,096	\$ 401,825	\$ 408,406	\$ 415,557	\$	404,791	\$	390,551	\$	371,059	\$	374,602	\$	4,621,950

Other	J	lanuary	ŀ	ebruary	March	April	May	June	July	August	S	September	October	1	lovember	D	ecember	12	Month Total
Other Fees - Re	\$	18,847	\$	18,913	\$ 20,264	\$ 19,651	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$	15,703	\$ 14,550	\$	17,582	\$	22,352	\$	249,646
Raw Water/Efflu		131		119	565	55,997	87,764	61,725	108,089	71,295		33,150	1,792		1,147		1,060	\$	422,834
TOTAL	\$	18,978	\$	19,032	\$ 20,829	\$ 75,649	\$ 110,144	\$ 91,331	\$ 137,127	\$ 92,055	\$	48,853	\$ 16,342	\$	18,728	\$	23,412	\$	672,480
<u> </u>																			
<b>GRAND TOTAL</b>	\$	1,465,416	\$	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	\$	23,795,965



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

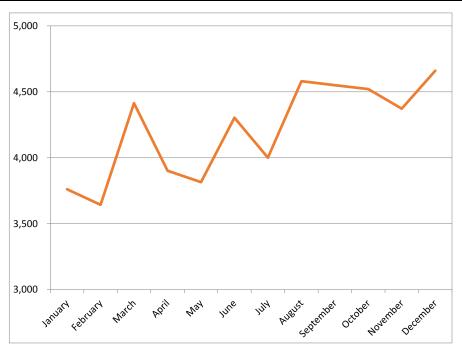
Retail Water	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Bee Cave	33,513	31,618	27,475	40,193	49,526	68,023	85,653	85,562	75,344	43,397	31,133	30,913	602,350
Bee Cave South	16,288	12,681	14,824	18,601	22,059	28,265	29,974	35,412	19,021	12,952	14,346	13,654	238,077
Homestead / Meadow Fox	1,004	938	1,098	1,253	1,368	2,250	2,120	2,428	1,913	1,037	996	1,020	17,425
HPR / 290	16,610	16,628	20,335	31,716	40,891	58,706	54,787	65,825	52,131	22,686	17,339	18,502	416,156
Total Retail	67,415	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	64,089	1,274,008
Wholesale Water	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Barton Creek West	4,083	3,919	7,272	7,813	11,794	13,399	13,600	12,462	6,202	4,748	4,293	4,860	94,445
City of Dripping Springs (Blue Blazes)	136	- 1	-	-	-	-	-	-	1	-	-	-	137
Headwaters	15,662	736	1,105	1,643	2,762	3,314	4,246	3,497	1,407	1,390	1,406	816	37,984
Crystal Mountain HOA	694	602	1,047	1,072	1,614	1,770	1,827	1,611	814	617	665	601	12,934
Deer Creek Ranch	3,507	2,929	4,381	5,237	6,852	7,088	8,776	7,087	3,812	4,038	3,644	3,346	60,697
Dripping Springs WSC	15,662	13,621	20,306	18,068	18,157	20,897	27,072	22,999	11,022	4,741	15,021	13,566	201,132
Eanes ISD	357	255	631	492	600	452	693	675	427	257	259	171	5,269
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	7,805	6,706	10,933	13,739	18,171	18,218	23,162	19,731	10,245	10,032	9,465	6,788	154,995
Hays WCID 2	5,060	4,708	8,761	11,163	14,031	15,190	19,993	17,703	8,038	2,116	10,454	5,472	122,689
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	5,297	4,669	9,423	10,235	11,736	12,370	14,822	14,426	21,631	5,978	5,743	5,036	121,366
Masonwood	2,553	803	9,109	5,268	6,924	7,401	9,752	8,529	2,757	4,517	2,723	2,683	63,019
Reunion Ranch	2,595	2,201	4,343	7,297	8,954	8,998	11,613	9,897	3,668	3,084	2,500	2,545	67,695
Senna Hills	3,604	2,853	4,697	6,444	8,454	8,834	10,554	8,474	3,996	3,270	2,999	2,898	67,077
Travis County MUD 12	8,939	6,318	11,350	14,476	16,996	16,448	20,188	16,148	8,459	5,980	5,542	4,765	135,609
Total Wholesale	75,954	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	53,547	1,145,048
							'						
Effluent Water	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	10,143	5,705	4,875	6,923	13,484	15,017	20,729	14,611	2,256	1,946	4,737	3,711	104,137
Connell Falconhead Apartments	324	284	822	954	1,136	1,128	909	796	371	651	502	579	8,456
FH Texas Management Co. LLC.	12,268	15,080	11,298	11,625	20,286	5,046	21,611	11,012	9,178	18,539	13,199	7,859	157,001
First State Bank	-	3	1	4	7	5	2	2	-	=	-	-	24
Lake Travis ISD	28	29	13	134	61	104	139	473	86	436	279	258	2,040
Spillman Ranch Communities Inc.	253	1,479	699	2,983	2,546	3,407	3,065	3,073	2,262	2,660	459	2,663	25,549
Ash Creek Homes (Wildwood)	223	245	305	369	372	309	518	431	181	285	228	110	3,576
Embrey Partners (Estates at Bee Cave	111	97	334	283	76	472	57	115	201	364	12	3	2,125
Lakeway Dermatology	15	13	29	61	98	128	130	78	13	8	11	6	590
PFP Falconhead Retail, LLC.				319	363	227	302	319	49	33	24	71	1,707
Total Wholesale	23,365	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	15,260	305,205
					•								
System Summary	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Total Retail	67,415	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	64,089	1,274,008
Total Wholesale	75,954	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	53,547	1,145,048
Effluent Water	23,365	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	15,260	305,205
TOTAL WATER	166,734	135,120	175,466	218,365	279,318	317,466	386,294	363,376	245,485	155,762	147,979	132,896	2,724,261
Retail Percent of Total	40%	46%	36%	42%	41%	50%	45%	52%	60%	51%	43%	48%	47%
Wholesale Percent of Total	46%	37%	53%	47%	45%	42%	43%	39%	34%	33%	44%	40%	42%



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

Wholesale Wastewater	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Masonwood Wastewater	1,659	1,548	1,858	1,630	1,448	1,923	1,854	2,141	2,180	2,156	2,147	2,156	22,700
WCID 17 Wastewater	2,102	2,095	2,555	2,271	2,367	2,380	2,147	2,440	2,370	2,365	2,225	2,504	27,821
TOTALS	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	50,521

System Summary	January	February	March	April	May	June	July	August	September	October	November	December	12 Month Total
Total Wholesale	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	50,521
TOTAL WASTEWATER	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	50,521

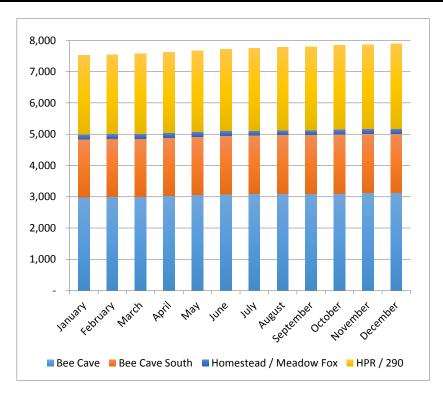




### **Summary of Total Retail Customer Count Water**

Meters	January	February	March	April	May	June	July	August	September	October	November	December
Bee Cave	2,982	2,997	3,002	3,031	3,068	3,082	3,090	3,100	3,101	3,103	3,120	3,122
Bee Cave South	1,855	1,856	1,859	1,861	1,857	1,866	1,871	1,875	1,874	1,892	1,896	1,898
Homestead / Meadow Fox	157	157	156	156	156	157	156	157	157	157	158	158
HPR / 290	2,523	2,533	2,557	2,565	2,588	2,605	2,631	2,651	2,671	2,684	2,691	2,707
TOTALS	7,517	7,543	7,574	7,613	7,669	7,710	7,748	7,783	7,803	7,836	7,865	7,885

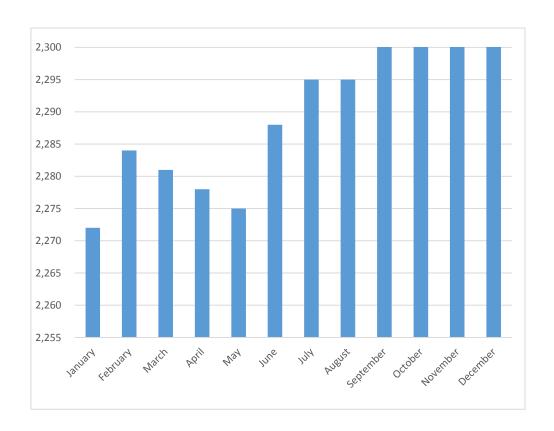
Customer Growth	32	26	31	39	56	41	38	35	20	33	29	20
Monthly Growth Rate	0.43%	0.35%	0.41%	0.51%	0.74%	0.53%	0.49%	0.45%	0.26%	0.42%	0.37%	0.25%
12 Month Growth	275	276	292	299	342	363	377	385	390	416	423	400
12 Month Growth Rate	3.78%	3.79%	3.99%	4.08%	4.65%	4.92%	5.10%	5.19%	5.26%	5.59%	5.65%	5.32%





# **Summary of Total Retail Customer Count Wastewater**

Meters	January	February	March	April	May	June	July	August	September	October	November	December
Wastewater Customers	2,272	2,284	2,281	2,278	2,275	2,288	2,295	2,295	2,317	2,319	2,322	2,321
Customer Growth	(5)	12	(3)	(3)	(3)	13	7	-	22	2	3	(1)
Monthly Growth Rate	-0.22%	0.53%	-0.13%	-0.13%	-0.13%	0.57%	0.31%	0.00%	0.96%	0.09%	0.13%	-0.04%
12 Month Growth	31	38	55	33	34	70	77	68	70	68	67	44
12 Month Growth Rate	1.38%	1.71%	2.45%	1.47%	1.53%	3.16%	3.46%	3.03%	3.11%	3.02%	2.94%	1.94%

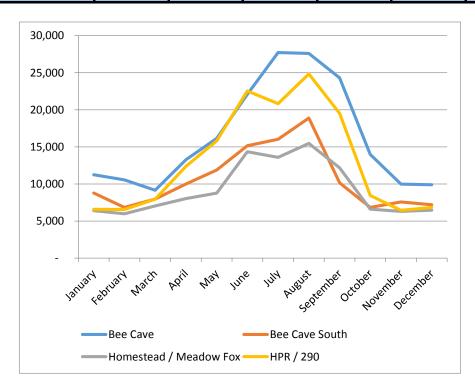




# Retail Customer Average Use Analysis Average Water Usage per Connection, per Month (Gallons)

	January	February	March	April	May	June	July	August	September	October	November	December
Bee Cave	11,238	10,550	9,152	13,261	16,143	22,071	27,719	27,601	24,297	13,985	9,979	9,902
Bee Cave South	8,781	6,832	7,974	9,995	11,879	15,147	16,020	18,886	10,150	6,846	7,566	7,194
Homestead / Meadow Fox	6,395	5,975	7,038	8,032	8,769	14,331	13,590	15,465	12,185	6,605	6,304	6,456
HPR / 290	6,583	6,565	7,953	12,365	15,800	22,536	20,824	24,830	19,517	8,452	6,443	6,835
System Wide Average	8,968	8,202	8,415	12,053	14,845	20,395	22,268	24,313	19,019	10,218	8,114	8,128

12-Month Average	14,516	14,468	14,369	14,413	14,374	14,699	14,820	15,002	15,031	14,558	14,027	13,766





### Retail Customer Average Use Analysis Summary of Customer Contacts/Payment Processing

Customer Contacts	January	February	March	April	May	June	July	August	September	October	November
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
Calls	827	741	535	603	623	736	718	625	546	832	421
Emails	141	97	112	140	236	254	224	248	151	160	152
In Office	217	167	230	250	243	249	266	247	750	212	150
TOTALS	1,185	1,005	877	993	1,102	1,239	1,208	1,120	1,447	1,204	723

Payments	January	February	March	April	May	June	July	August	September	October	November
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
Mail	1,347	1,001	2,068	1,466	1,396	2,194	1,915	1,886	1,802	1,798	1,833
Walk In/Dropbox Payments	316	230	350	243	283	308	331	319	288	202	183
Online Payments Credit Cards	456	379	378	355	334	458	418	304	340	304	308
Online Payments Echeck	454	394	389	346	370	465	498	471	383	471	455
Ureceivables	2,028	1,653	2,080	1,915	2,046	2,199	2,158	2,198	2,268	2,127	2,138
TOTALS	4,601	3,657	5,265	4,325	4,429	5,624	5,320	5,178	5,081	4,902	4,917



### **Retail Customer Delinquency Summary**

ACCOUNTS	31-60	61-90	91+
Bee Cave	7	7	114
Bee Cave South	18	6	21
Homestead / Meadow Fox	2	1	3
290 HPR	17	10	34
TOTAL	44	24	172

DOLLARS	31-60	61-90	91+
Bee Cave	2,592	3,761	108,167
Bee Cave South	14,044	5,862	45,470
Homestead / Meadow Fox	290	298	12,426
HPR / 290	2,739	2,909	152,952
TOTAL	19,666	12,830	319,015

Delinquent Letters	Date Sent	Total Del
Bee Cave	22-Jan	281
Bee Cave South	15-Jan	132
Homestead / Meadow Fox	-	-
290 HPR	-	-
TOTAL		413

Disconnects	Date	How Many
Bee Cave	6-Feb	-
Bee Cave South	31-Jan	25
Homestead / Meadow Fox	-	-
HPR / 290	-	-

St	ill Off
	4
	2