

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF MEETING

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 2:00 p.m. on Thursday, February 25, 2021 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas **with limited attendance and via remote access** in accordance with the Governor’s March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration, as extended.

In person attendance will be limited. Face masks will be required pursuant to Travis County Order 2020-16. Temperature checks may be required upon entering the meeting room. In lieu of attending the meeting in person, members of the public may listen to and participate in the meeting via conference call or video conference. To participate in the meeting, please dial toll-free 888 788 0099 and enter Meeting ID 930 7516 4528 Passcode 903511 when prompted or access online at <https://zoom.us/j/93075164528?pwd=ekphSUlSTG9LbGFZbkt2K3ZFbVZuUT09> Meeting ID: 930 7516 4528 Passcode: 903511

If you sign up to speak, to minimize sound distortion for other listeners, we request that you use the provided phone number for the audio portion of the meeting. Alternately, if using your computer’s microphone, please utilize headphones or turn off your speaker while you are speaking.

All speakers must send a written request to jriechers@wtcpua.org 2 hours in advance of the meeting (February 25th by 11:00 A.M.) If you wish to speak during the meeting, please provide your name, phone number, and the agenda item(s) you wish to comment on.

Members of the public who wish to submit their written comments on a listed agenda item can submit their comments by emailing jriechers@wtcpua.org. Comments must be received by 11:00 A.M. on February 25, 2021.

The following matters will be considered and may be acted upon at the meeting.

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

Public comments will be accepted only during designated portions of the Board meeting. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of January 21, 2021 regular Board Meeting.**
- B. Approve payment of invoices.**
- C. Approve Contractor Pay Requests including:**
 - 1. DN Tanks, Inc., Pay Application No. 6, \$62,597.40 Southwest Parkway GST1 CIP Project.**
 - 2. Austin Engineering Company, Inc., Pay Application No. 1, \$144,946.25, Lift Station 9 Rehab.**
- D. Approve Non Standard Service Agreement for:**
 - 1. Dripping Springs Independent School District, 290 System, 117 Water LUEs.**

V. OLD BUSINESS

- A. Discuss, consider and take action regarding pending litigation, relating to the following: (S. Albright/D. Klein):**
 - 1. Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291. (This item under V.A may be taken into Executive Session under the consultation with attorney exception).*
- B. Discuss, consider and take action on approval of amended Non Standard Service Agreement for 17507 Hamilton Pool Road.**
(This item may be taken into Executive Session under the consultation with attorney exception).

VI. NEW BUSINESS

- A. Discuss, consider and take action regarding planning for growth in the water system and implementation of tools to manage water capacity.**
(This item may be taken into Executive Session under the consultation with attorney exception).

- B. Discuss, consider and take action regarding administrative activities and costs to implement PUA policies, including policies relating to management of water capacity.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- C. Discuss, consider and take action regarding 87th Regular Session of the Texas Legislature.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- D. Discuss, consider and take action on proposal from Halff Associates, Inc. for subsurface utility engineering on Fitzhugh Road (J. Riechers).**
- E. Discuss, consider and take action on amendment to Service and Development Policies regarding General Manager approval of Service Availability Letters and Non Standard Service Agreements (S. Albright).**
- F. Discuss, consider and take action on reimbursement agreement between WTCPUA and JPD Backyard Finance, LLC for 24” Water Transmission Line (J. Riechers).**
- G. Discuss, consider and take action on reimbursement agreement between WTCPUA and Dripping Springs Independent School District related to oversizing of water line on Darden Hill Road (T. Altamirano).**
- H. Discuss, consider and take action of Change Order, \$30,086.86, from Liberty Civil Construction, LLC for Darden Hill Road water line oversize (T. Altamirano).**
- I. Discuss, consider and take action on proposal from Nelisa Heddin Consulting for the performance of cost of service and rate design study (J. Riechers).**
- J. Discuss, consider and take action on engagement letter from Nelisa Heddin Consulting for 2021 Impact Fee Study (J. Riechers).**
- K. Discuss, consider and take action on Water Treatment Plant expansion (G. Murfee).**
(This item may be taken into Executive Session under the consultation with attorney and real property exception).
- L. Discuss, consider and take action on proposal from Murfee Engineering Company for engineering services related to the Darden Hill Road Water Line Relocation, \$45,000 (G. Murfee).**


- M. Discuss, consider and take action on approval of Service Availability Letter and Non Standard Service Agreement for Preservation Ranch, 71 System/HPR, 33 Water LUEs.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- N. Discuss, consider and take action on completion of Raw Water Line No. 2 outstanding items.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- O. Discuss, consider and take action on scheduling of CIP Planning Workshop.**

VII. STAFF REPORTS

- A. General Manager's Report (J. Riechers).**
- B. Controller's Report (J. Smith).**
- C. Operations Report (E. Morgan).**
- D. Engineer's Report (G. Murfee) including:**
 - 1. Capital Improvements Plan Update**

VIII. ADJOURNMENT

Dated: February 19, 2021



Jennifer Riechers
WTCPUA General Manager

The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be

provided upon request. Please call Jennifer Riechers, General Manager at (512) 263-0100 for information.

IV. CONSENT AGENDA

ITEM A

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

January 21, 2021

The January 21, 2021 Board of Directors meeting was held with limited attendance and via remote access in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. The public was provided a toll-free number and free videoconference link to participate in the meeting.

Present:

Scott Roberts, President
Walt Smith, Secretary (Participating Remotely)
Jason Bethke, Director
Jack Creveling, Director
Clint Garza, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller (participating remotely)
Eric Morgan, Agency Operations Manager
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Dennis Lozano, (Murfee Engineering Company, Inc.), District Engineer
George Murfee, (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 1:16 p.m.

II. ESTABLISH QUORUM

A quorum was established with the above-referenced Directors present.

III. PUBLIC COMMENT

No public comment on non-agenda items was provided.

IV. CONSENT AGENDA

- A. Approve minutes of December 17, 2020 regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including:**

1. Quarterly Investment Report;
2. BOK Financial Invoices for Bond Payments:
 - a. Revenue and Refunding Bonds, Series 2013, \$78,825.00;
 - b. Revenue Bonds, Series 2015, \$704,781.25;
 - c. Refunding Bonds, Series 2017, \$3,196,200.00;
 - d. Revenue Bonds, Series 2019, \$318,475.00.

- C. Approve Contractor Pay Requests including:
 1. DN Tanks, Inc., Pay Application No. 5, \$255,016.34 Southwest Parkway GST 1 CIP Project
 2. G. Creek Construction, Inc., Pay Application No. 2, \$156,194.54, Hamilton Pool Road Pump Station Expansion CIP Project
- D. Approve Service Availability Letter for:
 1. Cannon Ranch, 396 LUEs water, 290 District;
 2. 7-Eleven, 11 LUEs water, 290 District.
- E. Approve Non Standard Service Agreement for:
 1. HEB, 62 LUEs, 290 District;
 2. 7-Eleven, 11 LUEs, 290 District;
 3. 17507 Hamilton Pool Road, 14 LUEs water, 71 District.

MOTION: A motion was made by Director Roberts to approve the Consent Agenda items A-E, provided as Exhibits A-E. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye:	Directors Roberts, Smith, Bethke, Creveling and Garza
Voting Nay:	None
Abstained:	None
Absent:	None

V. OLD BUSINESS

At 1:45 p.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items V. A and B, and items VI. A, B, and C.

At 2:07 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

- A. Discuss, consider and take action regarding pending litigation, relating to the following:

1. *Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.*

This item was discussed in executive session.

B. Ratify Approval of Amended and Restated Nonstandard Service Agreement for Provence Subdivision.

This item was discussed in executive session.

MOTION: A motion was made by Director Creveling to ratify approval of the Amended and Restated Nonstandard Service Agreement for the Provence Subdivision. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Smith, Bethke, Creveling and Garza
Voting Nay: None
Abstained: Director Roberts
Absent: None

VI. NEW BUSINESS

A. Discuss, consider and take action regarding planning for growth in the water system and implementation of tools to manage water capacity.

This item was discussed in executive session.

B. Discuss, consider and take action regarding administrative activities and costs to implement PUA policies, including policies relating to management of water capacity.

This item was discussed in executive session.

C. Discuss, consider and take action regarding 87th Regular Session of the Texas Legislature.

MOTION: A motion was made by Director Roberts to establish a governmental subcommittee consisting of Director Smith and Director Creveling for the 87th Regular Session of the Texas Legislature. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

D. Discuss, consider and take action regarding a proposal from Murfee Engineering Company to provide engineering services for the Circle Drive Pump Station Phase One CIP Project.

George Murfee addressed the board and stated that Dennis Lozano has resigned from Murfee Engineering and will be missed within the firm. Director Roberts stated that he appreciated the service that Mr. Lozano had given to the PUA as well as his knowledge and honesty.

Mr. Murfee presented on this item, provided as **Exhibit F**. Mr. Murfee detailed the proposal, stating that this was a site acquired from the LCRA. He stated that this was a phased project, with the first phase to add additional LUEs. The second phase of the project will come at a later date and be dependent on CIP and other planning decisions. This Phase One proposal includes site plan review.

Director Creveling asked when the Pump Station would be up and running, to which Mr. Murfee stated in a year if the site plan is approved by the City of Austin.

MOTION: A motion was made by Director Roberts to approve a proposal from Murfee Engineering Company to provide engineering services for the Circle Drive Pump Station Phase One CIP Project, provided as **Exhibit F**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

E. Discuss, consider and take action on proposal from Murfee Engineering Company to perform a risk and resiliency assessment and develop an emergency response plan as required by the American Water Infrastructure Act 2018.

Mr. Murfee presented this item, provided as **Exhibit G**. He stated that this is a mandate by the federal government for utilities serving more than 3,300 people. He said that there is a good start on this as the first step is a full inventory of the system, which the PUA has generally done. He stated this program creates emergency preparedness response and the deadline is June 2021.

Director Smith asked if there was a requirement for a homeland security audit or whether this was separate. Mr. Murfee stated that this would have been done by the LCRA and that the report for this risk resiliency assessment is not required to be submitted to the EPA.

Director Roberts asked a question regarding the cost, Mr. Murfee replied that the estimate is \$127,000.

MOTION: A motion was made by Director Roberts to approve a proposal from Murfee Engineering Company to perform a risk and resiliency assessment and develop an emergency response plan as required by the American Water Infrastructure Act 2018, provided as Exhibit G. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

F. Discuss, consider and take action on proposal from Murfee Engineering Company to perform an Impact Fee Study for FY 2021.

Mr. Murfee presented this item, provided as Exhibit H. He stated that the first step is to update land use assumptions using the school district's demography study. This will eventually result in a CIP program and adjustment of impact fees. He stated that Murfee Engineering Company will also be meeting with the Impact Fee Advisory Committee in the course of this program.

MOTION: A motion was made by Director Roberts to authorize the General Manager to enter into an agreement to engage Murfee Engineering in an amount not to exceed \$75,000 to perform an Impact Fee Study for FY 2021, provided as Exhibit H. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

G. Discuss, consider and take action on amendment to Service and Development Policies regarding Wholesale Agreements.

Ms. Albright presented this item, provided as Exhibit I. She stated that the Board had previously chosen to prohibit the PUA from entering into new wholesale agreements. Ms. Albright stated that there is a potential that new customers and the PUA could determine that a wholesale agreement is advantageous to both entities, and removing this prohibition would allow staff to discuss such an agreement with applicants.

MOTION: A motion was made by Director Roberts to approve the order to amend the Service and Development Policies regarding Wholesale Agreements, provided as **Exhibit I**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

Director Roberts asked staff to bring back edits to the Service and Development Policies to allow the General Manager to approve additional SERs and NSSAs.

H. Discuss, consider, and take action on Order amending the wholesale water rate for the City of Dripping Springs for the Blue Blazes Development.

Ms. Riechers presented this item, provided as **Exhibit J**. She stated that the rate order included an incorrect amount that needed to be corrected, but the City had been paying the correct amount.

MOTION: A motion was made by Director Garza to approve the Order amending the wholesale water rate for the City of Dripping Springs for the Blue Blazes Development, with the correction of the date, provided as **Exhibit J**. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

Director Garza asked for clarification on a date in the preamble of the Order, and Ms. Albright said that counsel would review and correct this information.

I. Discuss, consider, and take action on a resolution amending the WTCPUA Tariff regarding wastewater pretreatment and the management of fats, oils, and greases (FOG).

Ms. Riechers presented this item, provided as **Exhibit K**. Ms. Riechers stated that she worked with David Klein regarding the pretreatment resolution and enforcement of the provisions. She stated that anyone moving forward must follow the FOG program, as certain existing customers do not have grease traps.

MOTION: A motion was made by Director Roberts to approve a resolution amending the WTCPUA Tariff regarding wastewater pretreatment and the

management of fats, oils, and greases (FOG), provided as **Exhibit K**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None

V. STAFF REPORTS

A. General Manager's Report.

Ms. Riechers presented this item, provided as **Exhibit L**.

B. Controller's Report.

Ms. Smith presented this item, provided as **Exhibit M**.

C. Operations Report.

Mr. Morgan presented this item, provided as **Exhibit N**.

D. Engineer's Report including:

1. Capital Improvements Plan Update

Mr. Murfee presented this item, provided as **Exhibit O**.

Mr. Murfee introduced Murfee Engineering Company design engineers that will continue to work with the PUA. He stated that Ms. Riechers received a good response from the LCRA to obtain the additional raw water that the PUA planned to request.

Director Roberts asked Murfee Engineering Company to bring back information regarding the Uplands Water Treatment Plant to determine how to expand treatment capacity.

VI. ADJOURNMENT

MOTION: A motion was made by Director Roberts to adjourn the meeting. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Smith, Bethke, Creveling, and Garza
Voting Nay: None
Abstained: None
Absent: None

The meeting adjourned at 2:11 pm.

PASSED AND APPROVED this 18th day of February, 2021.

Scott Roberts, President
Board of Directors

DRAFT

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
00416	City of Austin	01/15/2021	EFT	0.00	21,967.00	16
SW Pkwy GST 2 Fis...	Invoice	01/13/2021	SW Pkwy GST 2 Fiscal Posting	0.00	21,967.00	
01665	PSI-Pump Solutions, Inc	01/15/2021	Regular	0.00	-661.62	616
00245	Brenntag Southwest Inc.	01/05/2021	Regular	0.00	37,000.42	1294
BSW250487-I	Invoice	11/04/2020	Chlorine	0.00	600.00	
BSW253677	Invoice	12/17/2020	Aquapure	0.00	25,043.14	
BSW260936-I	Invoice	12/17/2020	Chemicals-Water	0.00	11,357.28	
00704	Frank Spillman	01/05/2021	Regular	0.00	31,000.00	1295
Spillman Lease 20...	Invoice	01/01/2021	2021 Spillman Lease Payment	0.00	31,000.00	
00770	GSG PNG LAG, FLP	01/05/2021	Regular	0.00	31,000.00	1296
Spillman Lease 20...	Invoice	01/01/2021	2021 Spillman Lease Payment	0.00	31,000.00	
01021	Joe Spillman	01/05/2021	Regular	0.00	31,000.00	1298
Spillman Lease 20...	Invoice	01/01/2021	2021 Spillman Lease Payment	0.00	31,000.00	
01021	Joe Spillman	01/05/2021	Regular	0.00	-31,000.00	1298
02143	USA BlueBook	01/05/2021	Regular	0.00	113.90	1300
44687-I	Invoice	12/15/2020	Economy Dipper	0.00	113.90	
01010	Joann Spillman	01/05/2021	Regular	0.00	31,000.00	1301
2021 Spillman Lea...	Invoice	01/01/2021	2021 Spillman Lease Payment	0.00	31,000.00	
00245	Brenntag Southwest Inc.	01/08/2021	Regular	0.00	120.00	1302
BSW260606	Invoice	12/16/2020	Vessel Recovery Fee- Lakepointe	0.00	75.00	
BSW260607-I	Invoice	12/16/2020	Vessel Recovery Fee- Bohls	0.00	45.00	
00260	BrickHouse Security	01/08/2021	Regular	0.00	455.81	1303
997249	Invoice	12/24/2020	Service 12/24/2020 - 1/24/2021	0.00	455.81	
00416	City of Austin	01/08/2021	Regular	0.00	212.72	1304
040816591049	Invoice	12/30/2020	Utility Expense	0.00	212.72	
00771	Guardian Industrial Supply LLC	01/08/2021	Regular	0.00	52.23	1305
068710	Invoice	12/16/2020	Lift Station #2	0.00	52.23	
00793	Harrington Industrial Plastics, LLC	01/08/2021	Regular	0.00	144.98	1306
04940529	Invoice	12/04/2020	Bayox Bulk	0.00	144.98	
02655	Infosend, Inc	01/08/2021	Regular	0.00	3,661.53	1307
182481	Invoice	11/30/2020	Billing Support	0.00	3,661.53	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	01/08/2021	Regular	0.00	57,428.30	1308
97518419	Invoice	12/21/2020	Spanish Oaks	0.00	1,078.50	
97518421	Invoice	12/21/2020	2019 Series Bond Issuance - LCRA Easements	0.00	160.00	
97518451	Invoice	12/21/2020	General Counsel	0.00	7,528.60	
97518452	Invoice	12/21/2020	General Operations	0.00	6,003.70	
97518454	Invoice	12/21/2020	Hatchett Tract	0.00	79.50	
97518456	Invoice	12/21/2020	Rooster Springs SER Review	0.00	37.50	
97518459	Invoice	12/21/2020	Anarene Tract Hill Tract SER	0.00	503.50	
97518722	Invoice	12/17/2020	Hatchett & JPH Capital Litigation	0.00	6,625.50	
97518724	Invoice	12/17/2020	Litigation Burba Ranch Impact	0.00	13,599.50	
97518725	Invoice	12/17/2020	Litigation Provence Impact Fees	0.00	18,177.50	
97518883	Invoice	12/21/2020	Bee Cave Self Storage SER	0.00	634.50	

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
97518911	Invoice	12/28/2020	87th Legislative Consulting & Tracking	0.00	3,000.00	
01324	Lower Colorado River Authority	01/08/2021	Regular	0.00	77,206.52	1309
00529969- 12/20	Invoice	12/31/2020	Purchase Water	0.00	73,679.70	
00530144- 12/20	Invoice	12/31/2020	Purchase Water	0.00	3,526.82	
01434	McCoy's Building Supply	01/08/2021	Regular	0.00	12.93	1310
7445445	Invoice	12/14/2020	Supplies- Eric's Office	0.00	12.93	
02133	Tyler Technologies, Inc	01/08/2021	Regular	0.00	125.00	1311
025-318894	Invoice	12/16/2020	SaaS Financials - Incode Financial Managem...	0.00	125.00	
02174	Waste Management of Texas	01/08/2021	Regular	0.00	1,032.81	1312
0106308-2161-8	Invoice	12/23/2020	Garbage Service 1/1/2021 - 1/31/2021	0.00	1,032.81	
02177	Wastewater Transport Services, LLC	01/08/2021	Regular	0.00	9,775.00	1313
11108584	Invoice	12/01/2020	Sludge Disposal - Bohls WWTP	0.00	9,775.00	
02683	Zoom Video Communications, Inc	01/08/2021	Regular	0.00	2,399.20	1314
INV60091075	Invoice	12/29/2020	Annual Membership Fees	0.00	2,399.20	
00014	Access Controls of Austin	01/13/2021	Regular	0.00	1,075.00	1315
31213	Invoice	12/29/2020	Personnel Gate Added to Facility Fence @PS...	0.00	1,075.00	
02679	Bell IT Services, Inc	01/13/2021	Regular	0.00	4,863.30	1316
4917	Invoice	01/09/2021	Network Security/Firewall & Rack Mount Kit	0.00	4,863.30	
00245	Brenntag Southwest Inc.	01/13/2021	Regular	0.00	29,433.14	1317
BSW250486	Invoice	11/04/2020	Vessel Recovery Fee	0.00	250.00	
BSW250487	Invoice	11/04/2020	Vessel Recovery Fee	0.00	75.00	
BSW253677-I	Invoice	11/17/2020	Aquapure	0.00	25,043.14	
BSW263267	Invoice	12/29/2020	Vessel Recovery Fee- Lakepointe	0.00	60.00	
BSW263268	Invoice	12/29/2020	Vessel Recovery Fee	0.00	15.00	
BSW263268-I	Invoice	12/29/2020	Chlorine Cylinder 150#	0.00	120.00	
BSW263830	Invoice	12/31/2020	Vessel Recovery Fee	0.00	250.00	
BSW263830-I	Invoice	12/31/2020	Chlorine 1 Ton Container	0.00	3,620.00	
02518	Brockwell Tech, Inc.	01/13/2021	Regular	0.00	1,529.32	1318
1469	Invoice	12/31/2020	Yearly Antivirus Subscription	0.00	1,529.32	
00457	CP&Y	01/13/2021	Regular	0.00	740.00	1319
WTCP1800076.00..	Invoice	01/04/2021	Uplands WTP Trident/Office Building & Hi Sr...	0.00	740.00	
00479	D.A.D.'s Lawn Services, LLC	01/13/2021	Regular	0.00	5,820.00	1320
20200706	Invoice	01/06/2021	Monthly Ground Maintenance - December 2...	0.00	5,820.00	
00549	Dell Financial Services	01/13/2021	Regular	0.00	207.20	1321
January 2021	Invoice	01/02/2021	See Details	0.00	207.20	
00684	Fastest Labs of Central Austin	01/13/2021	Regular	0.00	60.00	1322
69	Invoice	12/31/2020	5 Panel Rapid Urine Analysis - Eleazar A.	0.00	60.00	
00823	Hill Country Office Systems	01/13/2021	Regular	0.00	339.49	1323
6292	Invoice	01/05/2021	Quarterly Maintenance	0.00	339.49	
00842	HydroPro Solutions, LLC	01/13/2021	Regular	0.00	9,765.91	1324
0016787-IN	Invoice	01/08/2021	3" Kit-Gasket w/Nuts & SS Bol	0.00	17.74	
0016787-IN-I	Invoice	10/29/2020	3" Meter	0.00	1,755.09	
0016977-IN-I	Invoice	12/18/2020	5/8" Meters	0.00	7,993.08	
01543	Murfee Engineering Company Inc.	01/13/2021	Regular	0.00	224,772.06	1327
42459	Invoice	04/02/2020	Outside Services Sawyer Ranch 1340 Convers..	0.00	2,130.38	
42737	Invoice	06/11/2020	County Line 1420 PS Upgrades	0.00	9,041.25	
42927	Invoice	07/08/2020	1340 EST Design, Approval & Construction A...	0.00	750.00	
42935	Invoice	07/08/2020	Sawyer Ranch 1340 Conversion Water Line	0.00	6,126.25	

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
42946	Invoice	07/08/2020	County Line 1420 PS Upgrades	0.00	1,926.25	
42949	Invoice	07/09/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	11,757.50	
43076	Invoice	08/11/2020	1340 EST Design, Approval & Construction A...	0.00	1,687.50	
43082	Invoice	08/11/2020	Outside Services Sawyer Ranch 1340 Convers..	0.00	2,656.50	
43086	Invoice	08/11/2020	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	3,453.47	
43090	Invoice	08/11/2020	County Line 1420 PS Upgrades	0.00	2,330.00	
43092	Invoice	08/11/2020	Water Distribution System Model Update & ...	0.00	7,618.75	
43093	Invoice	08/11/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	2,333.32	
43204	Invoice	09/15/2020	SW Pkwy Exp Ground Storage Tank Design	0.00	8,413.49	
43215	Invoice	09/15/2020	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	13,800.00	
43219	Invoice	09/15/2020	SW Pkwy PS GST No. 2	0.00	2,923.75	
43220	Invoice	09/15/2020	County Line 1420 PS Upgrades	0.00	887.50	
43223	Invoice	09/15/2020	Lakepointe WWTP Influent Lift Station Rehab	0.00	3,080.69	
43224	Invoice	09/15/2020	Water Distribution System Model Update & ...	0.00	5,396.25	
43225	Invoice	09/15/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	1,200.00	
43368	Invoice	10/12/2020	SW Pkwy Exp Ground Storage Tank Design	0.00	4,850.00	
43374	Invoice	10/12/2020	Sawyer Ranch 1340 Conversion Water Line	0.00	15,052.50	
43379	Invoice	10/12/2020	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	231.25	
43383	Invoice	10/12/2020	SW Pkwy PS GST No. 2	0.00	3,165.80	
43384	Invoice	10/12/2020	County Line 1420 PS Upgrades	0.00	1,871.25	
43387	Invoice	10/12/2020	Lakepointe WWTP Influent Lift Station Rehab	0.00	2,502.50	
43388	Invoice	10/12/2020	Water Distribution System Model Update & ...	0.00	2,465.00	
43389	Invoice	10/12/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	11,288.75	
43503	Invoice	11/12/2020	SW Pkwy Exp Ground Storage Tank Design	0.00	90.00	
43510	Invoice	11/12/2020	Sawyer Ranch 1340 Conversion Water Line	0.00	12,365.00	
43511	Invoice	11/26/2020	County Line 1340 PS Design, Approval & Con...	0.00	2,903.75	
43514	Invoice	11/26/2020	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	1,759.26	
43517	Invoice	11/12/2020	SW Pkwy PS GST No. 2	0.00	18,666.48	
43518	Invoice	11/12/2020	County Line 1420 PS Upgrades	0.00	5,038.75	
43521	Invoice	11/12/2020	Lakepointe WWTP Influent Lift Station Rehab	0.00	1,155.00	
43522	Invoice	11/12/2020	Water Distribution System Model Update & ...	0.00	4,432.50	
43523	Invoice	11/12/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	5,496.26	
43690	Invoice	12/16/2020	Sawyer Ranch 1340 Conversion Water Line	0.00	1,560.00	
43691	Invoice	12/16/2020	County Line 1340 PS Design, Approval & Con...	0.00	3,107.87	
43694	Invoice	12/16/2020	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	1,160.00	
43697	Invoice	12/16/2020	SW Pkwy PS GST No. 2	0.00	12,184.76	
43698	Invoice	12/16/2020	County Line 1420 PS Upgrades	0.00	450.00	
43700	Invoice	12/16/2020	Lakepointe WWTP Influent Lift Station Rehab	0.00	1,023.75	
43701	Invoice	12/16/2020	Water Distribution System Model Update & ...	0.00	1,911.25	
43702	Invoice	12/16/2020	Raw Water Line 2 Chlorine Injection Improv...	0.00	14,930.00	
43705	Invoice	12/16/2020	Telecom Improvement btw Uplands WTP/In...	0.00	4,445.03	
43706	Invoice	12/16/2020	GIS Online Conversion	0.00	3,152.50	
01654	PostNet TX144		01/13/2021 Regular	0.00	44.80	1331
512611	Invoice	01/07/2021	TCEQ Correspondence	0.00	29.60	
512676	Invoice	01/08/2021	Mailed Monthly Reports to TCEQ	0.00	15.20	
02508	Quadient, Inc		01/13/2021 Regular	0.00	200.00	1332
01012021	Invoice	01/01/2021	Postage Purchases	0.00	200.00	
01718	Rent Equip, LLC		01/13/2021 Regular	0.00	714.38	1333
829891-3	Invoice	12/01/2020	Line Maintenance Rentals	0.00	488.96	
830998-2	Invoice	12/30/2020	Replace Leaking Valve- Home Depot PS 2	0.00	225.42	
02013	Techline Pipe, LP		01/13/2021 Regular	0.00	786.31	1334
1108544-00-I	Invoice	12/23/2020	Stock Supplies Line Maintenance	0.00	786.31	
02029	Texas Excavation Safety System, Inc.		01/13/2021 Regular	0.00	797.05	1335
20-24886	Invoice	12/31/2020	Message Fees - December 2020	0.00	797.05	
02037	The Bridge Group		01/13/2021 Regular	0.00	11,810.00	1336

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2020-0328	Invoice	12/31/2020	Monthly Construction Inspection Fees	0.00	11,810.00	
02143	USA BlueBook		01/13/2021 Regular	0.00	939.52	1338
360128	Invoice	09/16/2020	Supplies for Water Department	0.00	127.62	
363137	Invoice	09/18/2020	Siphon King Utility Pump	0.00	42.95	
416828	Invoice	11/12/2020	Sample Vials	0.00	183.96	
422391	Invoice	11/18/2020	Supplies for Water Department	0.00	119.16	
428067	Invoice	11/24/2020	Latex Gloves	0.00	142.50	
446867	Invoice	12/15/2020	Supplies for WD	0.00	323.33	
02144	USIC Locating Services, LLC		01/13/2021 Regular	0.00	2,478.20	1339
412892	Invoice	12/31/2020	Locating Services 12/1/2020 - 12/31/2021	0.00	2,478.20	
02177	Wastewater Transport Services, LLC		01/13/2021 Regular	0.00	45,471.25	1340
11108575	Invoice	12/01/2020	Sludge Disposal - Lakepointe WWTP	0.00	39,721.25	
11108586	Invoice	12/01/2020	Sludge Disposal - WTP	0.00	5,750.00	
00013	Absolute Propane		01/28/2021 Regular	0.00	213.62	1341
170309	Invoice	01/21/2021	Fuel for Generator @ Lift Station #17	0.00	213.62	
00102	Aqua-Tech Laboratories, Inc		01/28/2021 Regular	0.00	3,492.50	1342
49632	Invoice	01/15/2021	December 2020 Analysis - Bohls WWTP	0.00	1,478.00	
49633	Invoice	01/15/2021	December 2020 Analysis	0.00	558.00	
49634	Invoice	01/15/2021	December 2020 Analysis - Lakepointe WWTP	0.00	1,242.50	
49635	Invoice	01/15/2021	December 2020 Analysis - WTP	0.00	168.00	
49636	Invoice	01/15/2021	December 2020 Analysis	0.00	46.00	
00104	Arbor Car Wash		01/28/2021 Regular	0.00	119.06	1344
90	Invoice	12/31/2020	16 Point Inspection - Truck #901	0.00	119.06	
00105	ARC Document Solutions		01/28/2021 Regular	0.00	369.40	1345
31TXI9002270	Invoice	01/27/2021	Board Packet Printing	0.00	369.40	
00128	AT&T		01/28/2021 Regular	0.00	1,703.41	1346
01052021	Invoice	01/05/2021	Telephone Expense - Consolidated Bill	0.00	1,703.41	
02646	BenMark Supply Company, Inc		01/28/2021 Regular	0.00	519.71	1347
3259028-I	Invoice	01/12/2021	EM Warehouse	0.00	519.71	
00245	Brenntag Southwest Inc.		01/28/2021 Regular	0.00	10,273.09	1348
BSW264933-I	Invoice	01/06/2021	LAS/Aquamine	0.00	5,213.73	
BSW267796	Invoice	01/18/2021	Freight Charges Brenntag	0.00	250.00	
BSW267796-I	Invoice	01/18/2021	Water Plant Chemicals	0.00	3,620.00	
BSW267797-I	Invoice	01/18/2021	WW Lakepoint Chemicals	0.00	600.00	
BSW268130-I	Invoice	01/18/2021	WWTP Chemicals	0.00	589.36	
00260	BrickHouse Security		01/28/2021 Regular	0.00	455.81	1349
999562	Invoice	01/24/2021	Service 1/24/2021 - 2/24/2021	0.00	455.81	
02672	Cintas Corporation		01/28/2021 Regular	0.00	210.03	1350
5048714214	Invoice	01/15/2021	Medical Kit Replenishment @ Bohls WWTP	0.00	51.17	
5048714236	Invoice	01/15/2021	Medical Kit Replenishment @ Lakepointe ...	0.00	13.00	
5048714273	Invoice	01/15/2021	Medical Kit Replenishment @ WTP	0.00	100.70	
5048714286	Invoice	01/15/2021	Medical Kit Replenishment @ Admin Office	0.00	45.16	
00447	Core & Main LP		01/28/2021 Regular	0.00	5,942.33	1351
N493254-I	Invoice	01/14/2021	LM Stock	0.00	685.00	
N538972-I	Invoice	12/30/2020	3" MJ Gate Valve	0.00	788.54	
N553660-I	Invoice	01/20/2021	LM Gate Valve	0.00	394.27	
N558887-I	Invoice	01/20/2021	LM 6" GV Parts	0.00	409.82	
N565649-I	Invoice	01/20/2021	Hydrant Parts LM	0.00	1,115.66	
N598253-I	Invoice	01/14/2021	LM Meter Adapters	0.00	780.16	
N598697-I	Invoice	01/14/2021	LM Supplies	0.00	111.04	

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
N612399-I	Invoice	01/20/2021	LM Stock Supplies	0.00	1,657.84	
02516	ECoCare	01/28/2021	Regular	0.00	315.00	1353
24097	Invoice	01/20/2021	Janitorial Service - February 2021	0.00	315.00	
00613	Edgestone Automotive	01/28/2021	Regular	0.00	4,067.50	1354
39057	Invoice	01/21/2021	Truck #502 Maintenance	0.00	4,067.50	
00636	Elliott Electric Supply, Inc	01/28/2021	Regular	0.00	28,138.78	1355
29-85357-01-I	Invoice	01/07/2021	EM Supplies PS7	0.00	132.87	
51-69038-04	Invoice	10/16/2020	Supplies for Lift Station #10	0.00	98.04	
51-73224-01	Invoice	11/19/2020	RWI Pump #5 VFD	0.00	25,277.00	
51-73224-01-I	Invoice	01/01/2021	EM Power	0.00	1,463.00	
51-7556-01	Invoice	12/03/2020	Freight Charges	0.00	48.51	
51-75569-01	Invoice	12/03/2020	EM Warehouse	0.00	221.92	
51-75569-06	Invoice	12/25/2020	EM Elliot Stock	0.00	296.67	
51-75669-02-I	Invoice	01/05/2021	EM Stock	0.00	469.81	
51-79260-01-I	Invoice	01/12/2021	EM LS2 Supplies	0.00	130.96	
00692	Fluid Meter Service, Corp	01/28/2021	Regular	0.00	8,262.50	1357
502155-I	Invoice	12/30/2020	8" Claval Reducing Valve	0.00	8,200.00	
502322-I	Invoice	01/22/2021	Claval O-Rings EMD	0.00	62.50	
00725	Generator Field Services LLC	01/28/2021	Regular	0.00	11,055.89	1358
GFS7656	Invoice	11/24/2020	Lift Station #22	0.00	406.00	
GFS7657	Invoice	11/26/2020	Lakepointe Fuel Pump	0.00	4,560.44	
GFS7668	Invoice	12/16/2020	Pump Station 5 Emergency Call	0.00	1,089.00	
GFS7669	Invoice	12/17/2020	Lift Station 22	0.00	497.45	
GFS7673	Invoice	12/02/2020	Pump Station 5	0.00	570.00	
GFS7674	Invoice	12/02/2020	Lake Pointe Fuel Pump	0.00	2,853.00	
GFS7678	Invoice	11/23/2020	Lake Pointe	0.00	1,080.00	
00752	Grainger	01/28/2021	Regular	0.00	1,389.41	1359
9756744893	Invoice	12/28/2020	Lakepoint WW Repair	0.00	1,389.41	
00771	Guardian Industrial Supply LLC	01/28/2021	Regular	0.00	565.95	1360
068955	Invoice	01/12/2021	Nameplate for GST Pump P#3	0.00	8.75	
069049-I	Invoice	01/19/2021	EMD Stock	0.00	557.20	
00779	Hach Company	01/28/2021	Regular	0.00	890.00	1361
12271437-I	Invoice	01/06/2021	Wastewater LDO Probe	0.00	890.00	
00784	Half Associates, Inc.	01/28/2021	Regular	0.00	3,862.50	1362
10047261	Invoice	01/20/2021	Engineering Review - Provence Phase 1 Secti...	0.00	777.50	
10047262	Invoice	01/20/2021	Engineering Review - Parten Ranch PH3	0.00	1,335.00	
10047263	Invoice	01/20/2021	Engineering Review - Patriot's Hall	0.00	700.00	
10047264	Invoice	01/20/2021	Engineering Review - Nutty Brown 7-11	0.00	1,050.00	
00800	Hays County MUD No 4	01/28/2021	Regular	0.00	13,649.75	1363
August 2020	Invoice	10/01/2020	Wastewater Billing Collections 2020August	0.00	6,370.39	
December 2020	Invoice	12/31/2020	Wastewater Billing Collections 2020.12	0.00	7,279.36	
00825	Hill Country Texas Galleria, LLC	01/28/2021	Regular	0.00	16,285.29	1364
February 2021	Invoice	02/01/2021	Lease Expense	0.00	16,285.29	
00842	HydroPro Solutions, LLC	01/28/2021	Regular	0.00	8,365.92	1365
0017086-IN-I	Invoice	01/15/2021	3/4" Enhanced Registers	0.00	4,182.96	
0017127-IN-I	Invoice	01/21/2021	3/4" Enhanced Registers	0.00	4,182.96	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	01/28/2021	Regular	0.00	55.00	1369
97518890	Invoice	12/21/2020	TLAP Permit	0.00	55.00	
01434	McCoy's Building Supply	01/28/2021	Regular	0.00	58.46	1370
6946356-I	Invoice	12/30/2020	EM Stock Supplies	0.00	26.97	

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
7443695	Invoice	11/19/2020	1/2 x 3-3/4 Wedge Anchor 25 ea	0.00	31.49	
01543	Murfee Engineering Company Inc.	01/28/2021	Regular	0.00	74,649.70	1371
43800	Invoice	01/12/2021	Beneficial Water Recycling Facility Design & ...	0.00	875.00	
43801	Invoice	01/12/2021	Bohls WWTP Exp Design, Approval & Const ...	0.00	2,248.75	
43802	Invoice	01/12/2021	RWL #2 - Design, Permitting & Const Admin	0.00	4,520.00	
43803	Invoice	01/12/2021	1080 Transmission Main Esmts Design, Appr...	0.00	8,280.00	
43808	Invoice	01/12/2021	Hatchett's Lawsuit	0.00	1,000.00	
43809	Invoice	01/12/2021	Lift Station 9 Rehab. Design & Constr. Admin.	0.00	1,817.50	
43810	Invoice	01/12/2021	1240 Transmission Main CIP Project	0.00	6,266.25	
43811	Invoice	01/12/2021	Water Treatment Solids Mgmt Master Plan	0.00	600.00	
43813	Invoice	01/12/2021	County Line 1420 PS Upgrades	0.00	150.00	
43814	Invoice	01/12/2021	West Bee Cave PS Upgrades	0.00	207.19	
43816	Invoice	01/12/2021	Lakepointe WWTP Influent Lift Station Rehab	0.00	1,751.25	
43817	Invoice	01/12/2021	Water Distribution System Model Update & ...	0.00	1,766.25	
43818	Invoice	01/12/2021	Raw Water Line 2 Chlorine Injection Improv...	0.00	8,120.00	
43820	Invoice	01/12/2021	General Eng Services FYE 9/30/2021	0.00	29,560.01	
43821	Invoice	01/12/2021	Telecom Improvement btw Uplands WTP/In...	0.00	350.00	
43822	Invoice	01/12/2021	GIS Online Conversion	0.00	6,687.50	
43823	Invoice	01/12/2021	Cannon SER	0.00	450.00	
01582	Odessa Pumps & Equipment Inc.	01/28/2021	Regular	0.00	1,801.84	1373
645323	Invoice	11/17/2020	EM LS8 Pumps	0.00	1,801.84	
01665	PSI-Pump Solutions, Inc	01/28/2021	Regular	0.00	2,976.79	1374
2020-0818	Invoice	08/11/2020	Material for Repair at LS #20	0.00	661.62	
2021-0160-I	Invoice	01/14/2021	WW Maintenance Kit	0.00	2,315.17	
01671	QualTech Automotive	01/28/2021	Regular	0.00	18.50	1375
205721	Invoice	10/02/2020	Emissions Inspection - Labor Fee	0.00	18.50	
02066	Spectrum	01/28/2021	Regular	0.00	508.48	1376
0020275122920	Invoice	12/29/2020	WTP& Lakepointe Internet, LS 20 Phone Serv...	0.00	508.48	
02013	Techline Pipe, LP	01/28/2021	Regular	0.00	1,352.42	1377
1108544-01-I	Invoice	12/30/2020	Hymax LM	0.00	1,225.06	
1108948-00-I	Invoice	01/11/2021	Stock Supplies LMD	0.00	127.36	
02027	Texas Community Propane, Ltd	01/28/2021	Regular	0.00	16.79	1378
FAL01618 1/21	Invoice	01/18/2021	Gas Expense 3925 Sugarloaf Dr	0.00	16.79	
02108	Travis County MUD No 16	01/28/2021	Regular	0.00	32,247.20	1379
December 2020	Invoice	12/31/2020	Wastewater Billing Collections	0.00	32,247.20	
02125	TRP Construction Group, LLC	01/28/2021	Regular	0.00	100.00	1380
00006611	Invoice	01/07/2021	Arrow Board Trailer Rental	0.00	100.00	
02133	Tyler Technologies, Inc	01/28/2021	Regular	0.00	325.05	1381
025-319300	Invoice	12/23/2020	SaaS Financials - Incode Financial Managem...	0.00	218.75	
025-320428	Invoice	12/31/2020	Subscription - Utility Billing Notification Calls	0.00	43.80	
025-320755	Invoice	12/31/2020	Incode Financial Management- Production A...	0.00	62.50	
02138	United Site Services of Texas, Inc.	01/28/2021	Regular	0.00	140.04	1382
114-10787049	Invoice	08/17/2020	County Line Pump Station	0.00	140.04	
02140	Universal Background Screening	01/28/2021	Regular	0.00	45.50	1383
202012013507	Invoice	12/31/2020	MVR/Driving Record - Eleazar Cervantes	0.00	45.50	
02143	USA BlueBook	01/28/2021	Regular	0.00	1,349.32	1384
457297-I	Invoice	01/01/2021	WTP Chemicals	0.00	1,058.24	
472360-I	Invoice	01/14/2021	WTP Lab Testing	0.00	291.08	
02177	Wastewater Transport Services, LLC	01/28/2021	Regular	0.00	8,670.63	1385
11109160	Invoice	01/06/2021	Emergency Service - Lift Station #10	0.00	1,168.75	

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11109314	Invoice	01/14/2021	Manhole Pumping -Lift Station #8 Repairs	0.00	3,815.63	
11109370	Invoice	01/19/2021	Lift Station Cleaning - Bohls WWTP	0.00	1,680.00	
11109371	Invoice	01/19/2021	Lift Station Cleaning - Lakepointe WWTP	0.00	1,680.00	
11109373	Invoice	01/19/2021	1515 Resaca Blvd #8 - Grinder Pump Service	0.00	326.25	
02229	Xylem Water Solutions U.S.A., Inc.	01/28/2021	Regular	0.00	1,591.50	1386
3556B47612	Invoice	11/10/2020	Shipping	0.00	97.00	
3556B47612-I	Invoice	11/10/2020	Unit 3 Sump Pump	0.00	1,494.50	
00439	Comdata Universal Mastercard	01/08/2021	Bank Draft	0.00	4,362.07	DFT0000481
UN0IP 2021.12	Invoice	01/01/2021	Fuel Card Expenses	0.00	4,362.07	
00416	City of Austin	01/05/2021	Bank Draft	0.00	7,256.08	DFT0000483
SW Pkwy GST 2 In...	Invoice	01/05/2021	SW Pkwy GST 2 Fees & Fiscal	0.00	7,256.08	
00132	AT&T Wireless	01/28/2021	Bank Draft	0.00	1,878.16	DFT0000496
287257473032X0...	Invoice	01/04/2021	Staff Wireless Expense - 1/5/2021 - 2/4/2021	0.00	1,878.16	
00416	City of Austin	01/28/2021	Bank Draft	0.00	70,306.08	DFT0000497
071989726252	Invoice	01/12/2021	Utility Expense	0.00	70,306.08	
00416	City of Austin	01/28/2021	Bank Draft	0.00	90.57	DFT0000498
224509243506	Invoice	01/05/2021	Utility Expense	0.00	90.57	
00416	City of Austin	01/28/2021	Bank Draft	0.00	341.22	DFT0000499
398057431360	Invoice	01/20/2021	Utility Expense	0.00	341.22	
00416	City of Austin	01/28/2021	Bank Draft	0.00	72.28	DFT0000500
399846551182	Invoice	01/14/2021	Utility Expense	0.00	72.28	
00416	City of Austin	01/28/2021	Bank Draft	0.00	286.94	DFT0000501
540602209114	Invoice	01/21/2021	Utility Expense	0.00	286.94	
00416	City of Austin	01/28/2021	Bank Draft	0.00	13,942.17	DFT0000502
718454549585	Invoice	01/15/2021	Utility Expense	0.00	13,942.17	
00549	Dell Financial Services	01/28/2021	Bank Draft	0.00	1,645.99	DFT0000503
January 2021-I	Invoice	01/02/2021	Laptop & Docking Station	0.00	1,645.99	
00416	City of Austin	01/23/2021	Bank Draft	0.00	15,275.15	DFT0000504
441027287559	Invoice	01/05/2021	Utility Expense	0.00	15,275.15	
01629	Pedernales	01/28/2021	Bank Draft	0.00	70.47	DFT0000505
5199 - 2021.01	Invoice	01/08/2021	Electric Charges - EST 2	0.00	70.47	
01629	Pedernales	01/28/2021	Bank Draft	0.00	1,444.95	DFT0000506
6270 - 2021.01	Invoice	01/08/2021	Electric Charges - Pump Station 5	0.00	1,444.95	
01629	Pedernales	01/28/2021	Bank Draft	0.00	37.50	DFT0000507
0950 - 2021.01	Invoice	01/08/2021	Electric Charges - Pump Station 7	0.00	37.50	
01629	Pedernales	01/28/2021	Bank Draft	0.00	7,304.03	DFT0000508
2795 - 2021.01	Invoice	01/08/2021	Electric Charges - Pump Station 7	0.00	7,304.03	
01629	Pedernales	01/28/2021	Bank Draft	0.00	59.64	DFT0000509
6972 - 2021.01	Invoice	01/08/2021	Electric Expense - Pump Station 6	0.00	59.64	
02604	BB&T - Morgan	01/29/2021	Bank Draft	0.00	85.96	DFT0000511
2165 2020.12-I	Invoice	01/05/2021	Folding Tables	0.00	85.96	
00173	BB&T - Harkrider	01/29/2021	Bank Draft	0.00	377.04	DFT0000512
8564 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	377.04	
00180	BB&T - Sarot	01/29/2021	Bank Draft	0.00	554.16	DFT0000513
1040 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	554.16	
02548	BB&T - Conway	01/29/2021	Bank Draft	0.00	931.30	DFT0000514

Check Report

Date Range: 01/01/2021 - 01/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5381 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	931.30	
00179	BB&T - Riechers	01/29/2021	Bank Draft	0.00	853.22	DFT0000515
5532 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	853.22	
00184	BB&T - Strickland	01/29/2021	Bank Draft	0.00	1,180.14	DFT0000516
8622 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	931.19	
8622 - 2020.12-1	Invoice	01/05/2021	27" Monitor	0.00	248.95	
00175	BB&T - Main Office 4972	01/29/2021	Bank Draft	0.00	3,806.74	DFT0000517
4972 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	3,806.74	
00174	BB&T - Jeffrey	01/29/2021	Bank Draft	0.00	1,315.91	DFT0000518
1073 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	1,215.92	
2020.01 1073-I	Invoice	01/05/2021	Labeler	0.00	99.99	
00172	BB&T - Gonzales	01/29/2021	Bank Draft	0.00	1,930.61	DFT0000519
0748 - 2020.12	Invoice	12/14/2020	Credit Card Purchases Laz	0.00	14.97	
0748-2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	1,915.64	
00182	BB&T - Sifuentes	01/29/2021	Bank Draft	0.00	3,141.53	DFT0000520
8145-2020.12	Invoice	01/05/2021	Credit Card Purchases Joey	0.00	1,238.51	
8145-2020.12-I	Invoice	01/05/2021	Credit Card Purchases	0.00	1,903.02	
00183	BB&T - Smith	01/29/2021	Bank Draft	0.00	2,293.85	DFT0000521
9968 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	2,293.85	
01707	Ready Refresh	01/11/2021	Bank Draft	0.00	134.03	DFT0000541
01A0126896174	Invoice	01/19/2021	Water Delivery & Rental Fees	0.00	134.03	
02602	BB&T - Rodriguez	01/29/2021	Bank Draft	0.00	1,989.99	DFT0000542
2173 - 2020.12	Invoice	01/05/2021	Credit Card Purchases	0.00	1,590.00	
2173-2020.12-I	Invoice	01/05/2021	Printer- WTP	0.00	399.99	
00178	BB&T - Rendon	01/29/2021	Bank Draft	0.00	1,460.88	DFT0000543
1099 - 12.2020	Invoice	01/05/2021	Credit Card Purchases	0.00	1,460.88	
02066	Spectrum	01/21/2021	Bank Draft	0.00	0.76	DFT0000546
0020275122920-1	Invoice	01/21/2021	Internet Service - Lakepointe WWTP	0.00	0.76	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	221	78	0.00	901,642.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-31,661.62
Bank Drafts	36	31	0.00	144,429.42
EFT's	1	1	0.00	21,967.00
	258	112	0.00	1,036,377.75

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	221	78	0.00	901,642.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-31,661.62
Bank Drafts	36	31	0.00	144,429.42
EFT's	1	1	0.00	21,967.00
	258	112	0.00	1,036,377.75

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	1/2021	1,036,377.75
			1,036,377.75

ITEM C



Murfee Engineering Company

February 3, 2021

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

Re: WTCPUA SWP GST1
Contractor's Application for Payment No. 6

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from DN Tanks, Inc. for the period ending January 28th, 2021. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of two hundred fifty-five thousand, sixteen dollars and thirty-four cents (\$255,016.34). This application for payment is broken down as follows:

Original Contract Price:	\$1,682,474.00
Net Change by Change Orders:	(\$16,214.00)
Current Contract Price:	\$1,666,260.00
Total Completed and Stored to Date:	\$1,394,650.05
Retainage (5%):	\$69,732.50
Amount Due this Application:	\$62,597.40
Balance to Finish, Plus Retainage:	\$341,342.45

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

Sincerely,

A handwritten signature in black ink, reading 'Eelhard Meneses'. The signature is stylized, with the first letters of the first and last names being large and prominent. The signature is written over a horizontal line.

Eelhard Meneses, P.E.
Project Manager

cc: Jennifer Riechers – WTCPUA
George Murfee, P.E. – MEC
MEC File No. 11051.110

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: WEST TRAVIS COUNTY PUA 13215 Bee Cave Pkwy Bldg. B, Suite 110 Bee Cave, TX 78738 FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690 Phone: 781-246-1133	PROJECT: AUSTIN, TX (WTC PUA SWPKWY GST) 10710 1/2 W. SH 71 Austin, TX 78735 Contractor Job Number: 2020-024 VIA ENGINEER: Murfee Engineering Co., Inc.	APPLICATION NO: 6 DATE: 1/28/2021 PERIOD TO: 1/28/2021 Engineer's Project No. 11051.110/146 CONTRACT DATE: 7-27-20
CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank		

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$	1,682,474.00
2. Net change by Change Orders	\$	(16,214.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,666,260.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,394,650.05
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$69,732.50
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	69,732.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,324,917.55
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,262,320.15
8. CURRENT PAYMENT DUE	\$	62,597.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	341,342.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		(\$16,214.00)
Total approved this Month		\$0.00
TOTALS	\$0.00	(\$16,214.00)
NET CHANGES by Change Order		(\$16,214.00)

CONTRACTOR'S CERTIFICATION

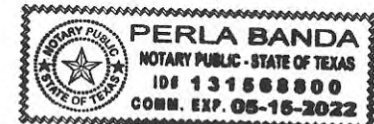
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title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

By: Adrian R. Rouse Date: January 28, 2021

(Project Manager)

State of: Texas County of: Dallas
 Subscribed and sworn to before me this 28 day of January 2021

Notary Public: [Signature]
 My Commission expires: 5/15/22



Payment is recommended by: Scott Beardsworth 02/01/2021
 (Construction Inspector [if applicable]) (Date)

Payment is recommended by: [Signature] 2/10/2021
 (Engineer) (Date)

Payment is Approved by: _____ (Date)
 (Owner)

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: Southwest Parkway Ground Storage Tank

Location: Austin, TX

Application No: 6

Contractor's Job Number: 2020-024

Engineer's Project No: 11051.110/146

Date: 1/28/2021

Period To: 1/28/2021

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				34,503.00		0.00		0.00		0.00	0%	0.00
E-2 2000	Silt Fence	4,716.00	1.000 EA	4,716.00	0.80	3,772.80	0.00	0.00	0.80	3,772.80	80%	188.64
Total				4,716.00		3,772.80		0.00		3,772.80	80%	188.64
E-3 2000	Stabilized Construction Entrance	3,600.00	1.000 EA	3,600.00	0.80	2,880.00	0.00	0.00	0.80	2,880.00	80%	144.00
Total				3,600.00		2,880.00		0.00		2,880.00	80%	144.00
W-1	Ground Storage Tank	1,251,599.00	1.000 LS	1,251,599.00	0.922	1,153,931.25	0.013	16,833.00	0.935	1,170,764.25	93.5%	58,538.21
Total				1,251,599.00		1,153,931.25		16,833.00		1,170,764.25	93.5%	58,538.21
W-2 2010	16" Water Line	34,626.00	1.000 LS	34,626.00	0.20	7,000.00	0.80	27,626.00	1.00	34,626.00	100%	1,731.30
Total				34,626.00		7,000.00		27,626.00		34,626.00	100%	1,731.30
W-3 2010	20" Water Line	19,720.00	1.000 LS	19,720.00	0.00	0.00	0.75	14,790.00	0.75	14,790.00	75%	739.50
Total				19,720.00		0.00		14,790.00		14,790.00	75%	739.50
W-4 2010	20" Tie-In Infrastructure	3,600.00	1.000 LS	3,600.00	0.00	0.00	0.95	3,420.00	0.95	3,420.00	95%	171.00
Total				3,600.00		0.00		3,420.00		3,420.00	95%	171.00
W-5 2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	0.00	0.00	0.50	1,100.00	0.50	1,100.00	50%	55.00
Total				2,200.00		0.00		1,100.00		1,100.00	50%	55.00
W-6 2010	In-Tank Hydrodynamic Mixer	154,800.00	1.000 LS	154,800.00	1.00	154,800.00	0.00	0.00	1.00	154,800.00	100%	7,740.00
Total				154,800.00		154,800.00		0.00		154,800.00	100%	7,740.00
W-7 2010	47" x 3.5' Drainage Flume	50,400.00	1.000 LS	50,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				50,400.00		0.00		0.00		0.00	0%	0.00
W-8 2010	Tree Removal	5,800.00	1.000 LS	5,800.00	1.00	5,800.00	0.00	0.00	1.00	5,800.00	100%	290.00
Total				5,800.00		5,800.00		0.00		5,800.00	100%	290.00
W-9 2020	Demolition and Removal of Existing GST	50,500.00	1.000 LS	50,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				50,500.00		0.00		0.00		0.00	0%	0.00
EL-1 2020	Electrical Work	46,600.00	1.000 LS	46,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Total				46,600.00		0.00		0.00		0.00	0%	0.00
TS-1 2020	Trench Safety	3,060.00	1.000 LS	3,060.00	0.10	306.00	0.65	1,989.00	0.75	2,295.00	75%	114.75
Total				3,060.00		306.00		1,989.00		2,295.00	75%	114.75
TS-2 2020	Temporary Fencing	536.00	1.000 LS	536.00	0.50	268.00	0.25	134.00	0.75	402.00	75%	20.10
Total				536.00		268.00		134.00		402.00	75%	20.10
Application Total				1,666,260.00		1,328,758.05		65,892.00		1,394,650.05		69,732.50

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared Adrian Domek, known to me to be a credible person, and a Project Manager of DN Tanks, Inc.

__, a _____ (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Southwest Parkway GST (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and DN Tanks _____ (the "Contractor") dated January 26th, 2021.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including December 28, 2020 (the "Release Date").

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

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

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

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

EXECUTED on this the 26th day of January, 2021.

CONTRACTOR DN Tanks, Inc

11 Teal Rd. Wakefield, MA 01880

By: *Adrian Domek*

Print Name: Adrian Domek

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 26th day of January, 2021



Perla Banda
Notary Public in and for the State of Texas

Printed Name: Perla Banda

My Commission Expires: 05-15-2022

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

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

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

ATTACH:

Exhibit A - List of Subcontractors

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Exhibit "A"
List of Subcontractors

1. Mesa Contracting, LLC _____
2. Premium Gutters, Inc. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

WTCPUA
SWP GST#1

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$1,682,474
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474
Total Completed and Stored to Date:		\$138,472.70
Retainage		
5% Work Completed (D+E):	\$138,473	\$6,923.64
5% Stored Material (F):	\$0	\$0
Total Retainage::		\$6,923.64
Amount Eligible to Date:		\$131,549.07
Less Previous Payments:		\$0.00
Amount Due this Application:		\$131,549.07
Balance to Finish, Plus Retainage:		\$1,550,924.94

Application for Payment No. 2

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474.00
Total Completed and Stored to Date:		\$273,121.95
Retainage		
5% Work Completed (D+E):	\$273,121.95	\$13,656.10
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$13,656.10
Amount Eligible to Date:		\$259,465.85
Less Previous Payments:		\$131,549.07
Amount Due this Application:		\$127,916.79
Balance to Finish, Plus Retainage:		\$1,423,008.15

Application for Payment No. 3

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474.00
Total Completed and Stored to Date:		\$694,659.95
Retainage		
5% Work Completed (D+E):	\$694,659.95	\$34,733.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$34,733.00
Amount Eligible to Date:		\$659,926.95
Less Previous Payments:		\$259,465.85
Amount Due this Application:		\$400,461.10
Balance to Finish, Plus Retainage:		\$1,022,547.05

Application for Payment No. 4

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474.00
Total Completed and Stored to Date:		\$1,060,319.80
Retainage		
5% Work Completed (D+E):	\$1,060,319.80	\$53,015.99
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$53,015.99
Amount Eligible to Date:		\$1,007,303.81
Less Previous Payments:		\$659,926.95
Amount Due this Application:		\$347,376.86
Balance to Finish, Plus Retainage:		\$675,170.19

Application for Payment No. 5

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		-\$16,214.00
Current Contract Price:		\$1,666,260.00
Total Completed and Stored to Date:		\$1,328,758.05
Retainage		
5% Work Completed (D+E):	\$1,328,758.05	\$66,437.90
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$66,437.90
Amount Eligible to Date:		\$1,262,320.15
Less Previous Payments:		\$1,007,303.81
Amount Due this Application:		\$255,016.34
Balance to Finish, Plus Retainage:		\$403,939.85

Application for Payment No. 6

Original Contract Price:		\$1,682,474.00
Net Change by Change Orders:		-\$16,214.00
Current Contract Price:		\$1,666,260.00
Total Completed and Stored to Date:		\$1,394,650.05
Retainage		
5% Work Completed (D+E):	\$1,394,650.05	\$69,732.50
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$69,732.50
Amount Eligible to Date:		\$1,324,917.55
Less Previous Payments:		\$1,262,320.15
Amount Due this Application:		\$62,597.40
Balance to Finish, Plus Retainage:		\$341,342.45



Murfee Engineering Company

February 8th, 2021

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

**Re: WTCPUA Lift Station 9 Rehab
Contractor's Application for Payment No. 1**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 1 from Austin Engineering Company, Inc. for the period ending January 31, 2020. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount one hundred forty-four thousand nine hundred forty-six dollars and twenty-five cents (\$144,946.25). This application for payment is broken down as follows:

Original Contract Price:	\$555,000.00
Change Order(s):	\$0.00
Current Contract Price:	\$555,000.00
Total Completed and Stored to Date:	\$152,575.00
Retainage (5%):	\$7,628.75
Amount Due this Application:	\$144,946.25
Balance to Finish, Plus Retainage:	\$410,053.75

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

Sincerely,

A handwritten signature in black ink that reads 'Andrea Wyatt'.

Andrea Wyatt, P.E.
Project Manager

cc: Jennifer Riechers – WTCPUA
George Murfee, P.E. – MEC
MEC File No. 11051.128

W:\WTCPUA\Facilities\Wastewater\LS 9 Rehab\Construction Admin\Pay App\PA1-LS9 Rehab-WTCPUA-210208.pdf.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: WEST TRAVIS CO. PUA
13215 BEE CAVE PKWY., BLDG. B, STE. 110
BEE CAVE, TX 78738

PROJECT: WTCPUA LIFT STATION 9 REHAB APPLICATION NO: ONE (1)
DATE: 1/28/2021

PERIOD TO: 1/31/2021

FROM CONTRACTOR:
AUSTIN ENGINEERING CO., INC.
P.O. Box 342349
Austin, Texas 78734

PROJECT NO: 11051.139

AECO JOB NO: 20033
AECO INVOICE NO: 21017
CONTRACT DATE: 10/10/2020

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	General Contractor
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACT FOR: LIFT STATION REHABILITATION

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

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

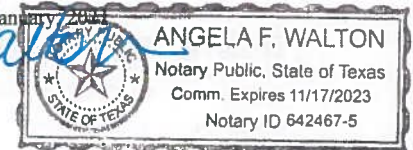
1. ORIGINAL CONTRACT SUM	\$	555,000.00
2. Net change by Change Orders	\$	-
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	555,000.00
4. TOTAL COMPLETED & STORED TO Date (Column D + E on G703)	\$	152,575.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	7,628.75
b. 5 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,628.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	144,946.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	-
8. CURRENT PAYMENT DUE	\$	144,946.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	410,053.75

CONTRACTOR: AUSTIN ENGINEERING CO., INC.

By: Travis W. Keller, Vice President

Date: 1/28/21

State of Texas
Subscribed and sworn to before me this 28th day of January, 2021
Notary Public: Angela F. Walton
My Commission expires: 11/17/23



Payment is recommended
by:

Andrea Wyatt
MURFEE ENGINEERING CO., INC.

2/8/2021
DATE

Payment is recommended
by:

WEST TRAVIS COUNTY P.U.A.

DATE

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month		\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$	-

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512) 327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: **ONE (1)**

Invoice No **21017**

Estimate Date: **1/28/21**

Owner: **WEST TRAVIS COUNTY P.U.A.**
13215 BEE CAVE PKWY, BLDG. B, STE. 110
AUSTIN, TEXAS 78738

Original Contract Amount:	\$ 555,000.00
Change Orders	\$ -
Contract Amount	\$ 555,000.00

ENGINEER'S PROJECT NO.: 11051.139

Project: **LIFT STATION NO. 9 REHABILITATION**

CLIENT NO.: 65

AECO PROJECT NO.

20033

DESCRIPTION			CONTRACT				PREVIOUS		CURRENT		TOTAL		% Compl.	
			QTY	UNIT	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due		
SCOPE OF WORK														
W-1	Blast & Recoat Wet Well	1	LS	\$	50,000.00	\$	50,000.00	0.00	\$	-	0.00	\$	-	0%
W-2	New SS Piping, replace Ductile Iron	1	LS	\$	50,000.00	\$	50,000.00	0.00	\$	-	0.00	\$	-	0%
W-3	Install two (2) check Valves	1	LS	\$	10,000.00	\$	10,000.00	0.00	\$	-	0.00	\$	-	0%
W-4	Bypass Pumping w/24 Hour Watch	1	LS	\$	60,000.00	\$	60,000.00	0.00	\$	-	0.00	\$	-	0%
E-1	ELECTRICAL													
1	Mobilization	1	LS	\$	15,500.00	\$	15,500.00	0.00	\$	-	1.00	\$	15,500.00	100%
2	Submittals	1	LS	\$	13,000.00	\$	13,000.00	0.00	\$	-	1.00	\$	13,000.00	100%
<u>Misc. Lift Station Site Electrical Work</u>														
3	UG Electrical Conduit	1	LS	\$	59,525.00	\$	59,525.00	0.00	\$	-	1.00	\$	59,525.00	100%
4	Electrical Rack/Canopy/Slab	1	LS	\$	69,000.00	\$	69,000.00	0.00	\$	-	0.00	\$	-	0%
5	Above Ground / Exposed Conduit	1	LS	\$	28,000.00	\$	28,000.00	0.00	\$	-	0.30	\$	8,400.00	30%
6	Wire Installation & Termination	1	LS	\$	10,000.00	\$	10,000.00	0.00	\$	-	0.00	\$	-	0%
7	Grounding	1	LS	\$	11,000.00	\$	11,000.00	0.00	\$	-	1.00	\$	11,000.00	100%
8	Light Fixtures (Fixtures Only)	1	LS	\$	4,000.00	\$	4,000.00	0.00	\$	-	0.00	\$	-	0%
9	Light Fixtures (Material & Labor)	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
10	Demo Light Fixture	1	LS	\$	7,000.00	\$	7,000.00	0.00	\$	-	1.00	\$	7,000.00	100%
11	Demo AE Meter	1	LS	\$	2,500.00	\$	2,500.00	0.00	\$	-	0.00	\$	-	0%
12	Demo Antenna	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
13	Demo Pump Control Rack	1	LS	\$	2,500.00	\$	2,500.00	0.00	\$	-	0.00	\$	-	0%
14	Demo CT Can	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
15	Demo RTU Panel	1	LS	\$	1,500.00	\$	1,500.00	0.00	\$	-	0.00	\$	-	0%
16	Demo Auto-Dialer	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
17	Reinstall Antenna	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
18	Reinstall Autodialer	1	LS	\$	2,000.00	\$	2,000.00	0.00	\$	-	0.00	\$	-	0%
19	Genset Receptacle (New)	1	LS	\$	1,000.00	\$	1,000.00	0.00	\$	-	0.00	\$	-	0%
20	Pump Control Panel (New)	1	LS	\$	7,000.00	\$	7,000.00	0.00	\$	-	0.00	\$	-	0%
21	RTU Panel (New)	1	LS	\$	3,500.00	\$	3,500.00	0.00	\$	-	0.00	\$	-	0%
22	Pump Power Panel (New)	1	LS	\$	6,000.00	\$	6,000.00	0.00	\$	-	0.00	\$	-	0%
23	AE Meter (New)	1	LS	\$	7,000.00	\$	7,000.00	0.00	\$	-	1.00	\$	7,000.00	100%

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512) 327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: **ONE (1)** Invoice No **21017**

Estimate Date: **1/28/21**

Owner: **WEST TRAVIS COUNTY P.U.A.**
13215 BEE CAVE PKWY, BLDG. B, STE. 110
AUSTIN, TEXAS 78738

Original Contract Amount: **\$ 555,000.00**
Change Orders **\$ -**
Contract Amount **\$ 555,000.00**

ENGINEER'S PROJECT NO.: 11051.139

Project: **LIFT STATION NO. 9 REHABILITATION**

CLIENT NO.: 65

AECO PROJECT NO. 20033

DESCRIPTION	QTY	UNIT	CONTRACT		PREVIOUS		CURRENT		TOTAL		% Compl.
			Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	
24 CT Cabinet (New)	1	LS	\$ 7,000.00	\$ 7,000.00	0.00	\$ -	1.00	\$ 7,000.00	1.00	\$ 7,000.00	100%
25 High Voltage Panelboard "1HV" (New)	1	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
26 Mini-Power Zone (New)	1	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
27 Surge Protective Devices (Qty. 4)	1	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	0.50	\$ 5,000.00	0.50	\$ 5,000.00	50%
28 Main Disconnect Switch (New)	1	LS	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	\$ 10,000.00	1.00	\$ 10,000.00	100%
29 Manual Transfer Switch (New)	1	LS	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
30 Wet Well Junction Boxes (Qty. 3)	1	LS	\$ 9,000.00	\$ 9,000.00	0.00	\$ -	0.35	\$ 3,150.00	0.35	\$ 3,150.00	35%
31 Enclosed Breaker for Genset Receptacle	1	LS	\$ 6,000.00	\$ 6,000.00	0.00	\$ -	1.00	\$ 6,000.00	1.00	\$ 6,000.00	100%
Instrumentation & Control Panels											
Panels											
32 Pump Power Panel	1	LS	\$ 10,450.00	\$ 10,450.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
33 Pump Control Panel	1	LS	\$ 11,250.00	\$ 11,250.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
34 A/C Unit	1	LS	\$ 2,925.00	\$ 2,925.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
35 RTU Panel	1	LS	\$ 15,000.00	\$ 15,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
Other Instrumentation/Equipment											
36 Float Switches (2)	1	LS	\$ 200.00	\$ 200.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
37 Level Transmitter	1	LS	\$ 650.00	\$ 650.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
Services											
38 Submittal Preparation	1	LS	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
39 Field Startup/Commissioning O&Ms	1	LS	\$ 7,500.00	\$ 7,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
40 O&M Manuals	1	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
Project Closeout											
41 Electrician/Instrumentation Startup Commissioning	1	LS	\$ 4,500.00	\$ 4,500.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
42 O&M Manuals	1	LS	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0%
TOTAL BASE CONTRACT			\$ 555,000.00		\$ -		\$ 152,575.00		\$ 152,575.00		27%

Contractor: Austin Engineering Co., Inc.
P. O. Box 342349
Austin, Texas 78734-2349
Phone: (512) 327-1464 FAX (512) 327-1765

INVOICE

Estimate Number: **ONE (1)** Invoice No **21017**

Estimate Date: **1/28/21**

Owner: **WEST TRAVIS COUNTY P.U.A.**
13215 BEE CAVE PKWY, BLDG. B, STE. 110
AUSTIN, TEXAS 78738

Original Contract Amount: \$ **555,000.00**
Change Orders \$ **-**
Contract Amount \$ **555,000.00**

ENGINEER'S PROJECT NO.: 11051.139

Project: **LIFT STATION NO. 9 REHABILITATION**

CLIENT NO.: 65

AECO PROJECT NO. 20033

DESCRIPTION	QTY	UNIT	CONTRACT		PREVIOUS		CURRENT		TOTAL		% Compl.
			Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount Due	

Submitted by:

AUSTIN ENGINEERING CO., INC.

TRAVIS W. KELLER, VICE PRESIDENT

Date: 1/28/2021

Engineer Approval:

MURFEE ENGINEERING CO., INC.

Title: **Project Engineer**

Date: 2/8/2021

Total Work Complete to Date \$ 152,575.00

Less 5% Retainage \$ 7,628.75

Subtotal \$ 144,946.25

Less Previous Pay Request \$ -

Amount Due This Estimate \$ **144,946.25**

Accepted by Owner:

WEST TRAVIS COUNTY P.U.A.

Date:

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: LIFT STATION NO. 9 REHABILITATION

Job No.: 11051.139

The signer of this document has been paid and has received a progress payment in the sum of **One Hundred Forty-Four Thousand, Nine Hundred Forty-Six Dollars and Twenty-Five Cents (\$144,946.25)** for all labor, services, equipment, or materials furnished to the property or to WEST TRAVIS COUNTY P.U.A. on the property of LIFT STATION NO. 9 REHABILITATION located at TRAVIS COUNTY, TEXAS to the following extent: Lift Station Rehabilitation. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

The signer warrants that the signer has already paid or will use the funds received from this progress payment to AUSTIN ENGINEERING COMPANY, INC. promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date: January 28, 2021

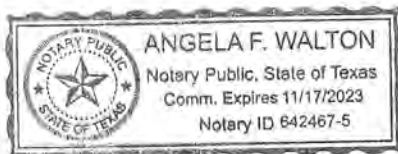
AUSTIN ENGINEERING CO., INC.By: Name: Travis W. KellerTitle: Vice President


STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 28th day of January, 2021, by Travis W. Keller, Vice President, of AUSTIN ENGINEERING COMPANY, INC, a Texas Corporation, on behalf of said Corporation.




 Angela F. Walton
 Commission Expires: November 27, 2023
 Notary ID 642467-5
 Notary Public in and for the State of Texas

ITEM D

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(DRIPPING SPRINGS ISD DARDEN HILL)**

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 Dripping Springs ISD (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 150 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Dripping Springs ISD or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (o) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

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

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and

all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 117 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 117 LUEs.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

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

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

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 117 LUEs.

Section 4.3. Reservation Fees. Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 117 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 117 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 117 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no

duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 Assignment. Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

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

Email: jriechers@wtcpua.org

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

Email: salbright@lglawfirm.com

Developer: _____

Email: _____

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

[Signature pages to follow]

DRAFT

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Walt Smith
Board of Directors

Date: _____

Dripping Springs Independent School District

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A

DRAFT

1	1/28/2020	45% CD PLAN SET
2	2/18/2020	75% CD PLAN SET
3	03/05/2020	TCEQ SUBMITTAL
4	03/10/2020	95% CD PLAN SET
5	03/24/2020	ISSUE FOR CONSTRUCTION

1	04/09/2020	ADDENDUM 2
2	05/08/2020	ASI 2
3	05/13/2020	RFI 3
4	05/29/2020	ASI 3
5	05/28/2020	RFI 7
6	06/11/2020	ASI 4
7	06/17/2020	RFI 15
8	06/17/2020	RFI 17
9	06/24/2020	ASI 5
10	06/24/2020	RFI 18
11	06/29/2020	RFI 26
12	07/08/2020	RFI 29
13	07/20/2020	ASI 7
14	08/21/2020	ASI 8

This Document was produced by or under the authority of Registered Architect:

RICHARD G. COUCH, P.E.



Date of issue:
08-24-2020

Dripping Springs ES #5

11091 Darden Hill Rd Driftwood, Texas 78619

KEYPLAN

TITLE SURVEY

JOB 701.0201
DATE
SHEET

C01-02

DATE
01-2012

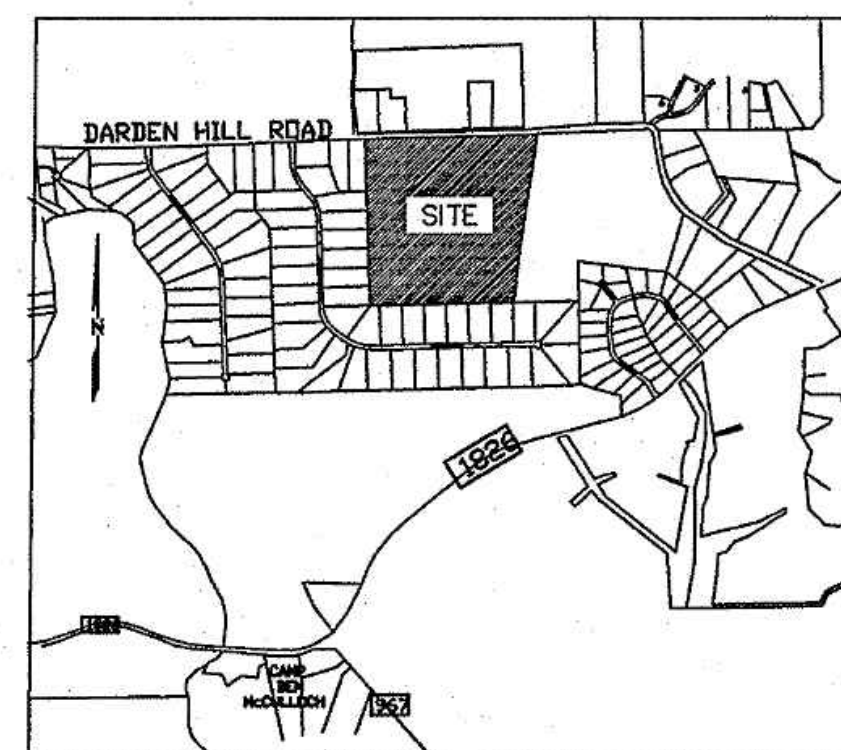
Cunningham | Allen, Inc.
Engineers • Surveyors
Tel: (512) 327-2946
www.cunningham-allen.com
TBPES REG. NO. F-284
© COPYRIGHT 2012 CUNNINGHAM-ALLEN, INC.



TSPS CATEGORY 1A, CONDITION II, SURVEY OF
150.74 ACRES FOR DRIPPING SPRINGS I.S.D.
HAYS COUNTY, TEXAS

PROJECT No.
3671501
NAME
TITLE
CREW & F.B.
STEWART, JOHNSON
1852, 1854, 1855, 1856
DRAWN
DED

SHEET
1 OF 1



FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO(S). 48209C0120F AND 48209C0140F, THAT BEAR A REVISED DATE OF SEPTEMBER 2, 2005. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE (NAD_83 (COR89)). ALL DISTANCES AND COORDINATES WERE ADJUSTED TO THE SURFACE USING A SURFACE ADJUSTMENT FACTOR QF1.00008594. (SURFACE = GRID X SURFACE ADJUSTMENT FACTOR)

THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE NOR A TITLE COMMITMENT OR TITLE POLICY. THERE MAY BE ADDITIONAL EASEMENTS OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY AFFECT THE PROPERTY.

THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

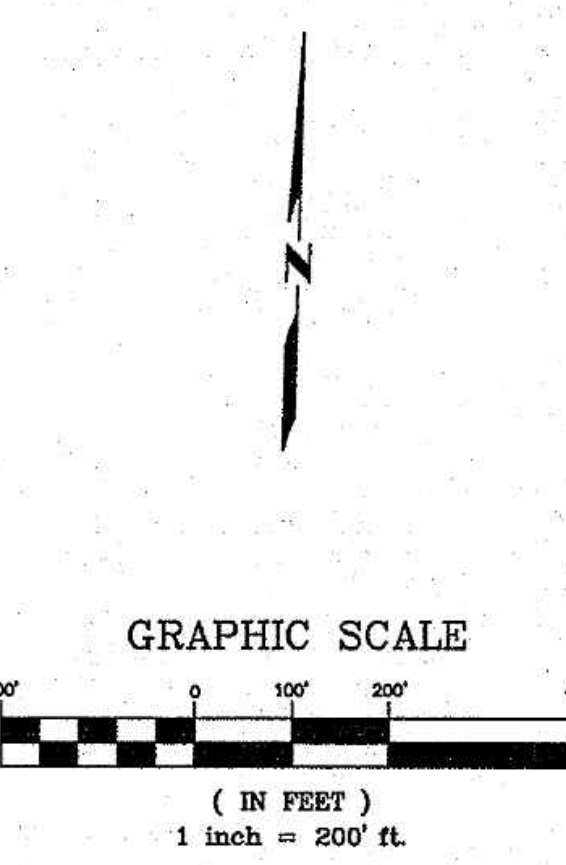
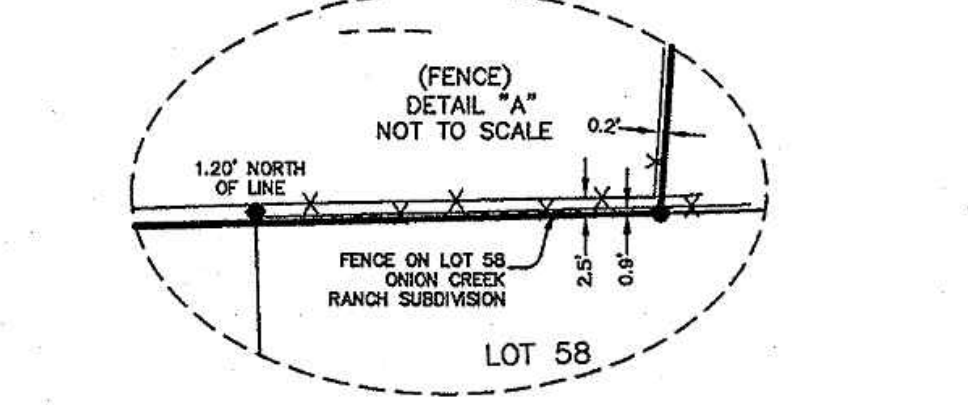
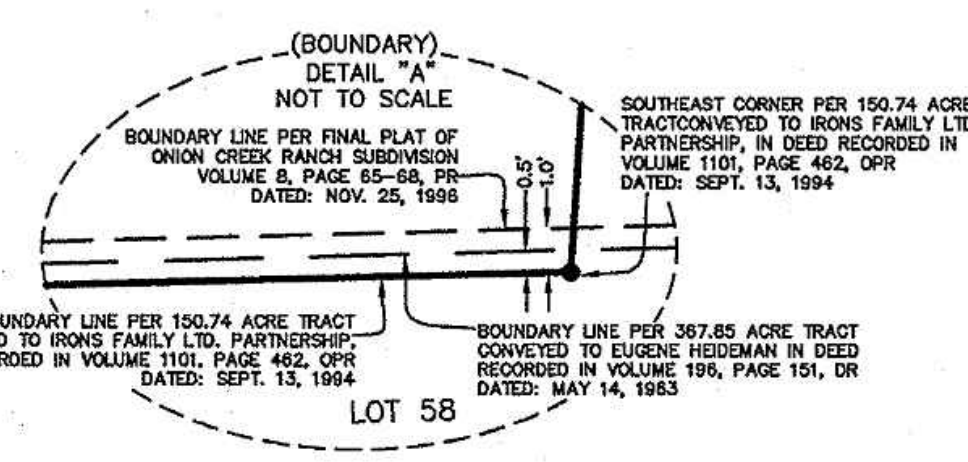
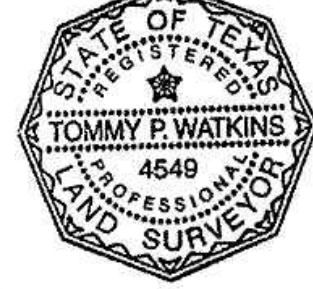
THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND JANUARY, 2011, BY ME OR UNDER MY SUPERVISION, THAT THIS PLAT REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY, AND THAT THIS SURVEY SUBSTANTIALLY COMPLES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II, LAND TITLE SURVEY.

CUNNINGHAM-ALLEN, INC.

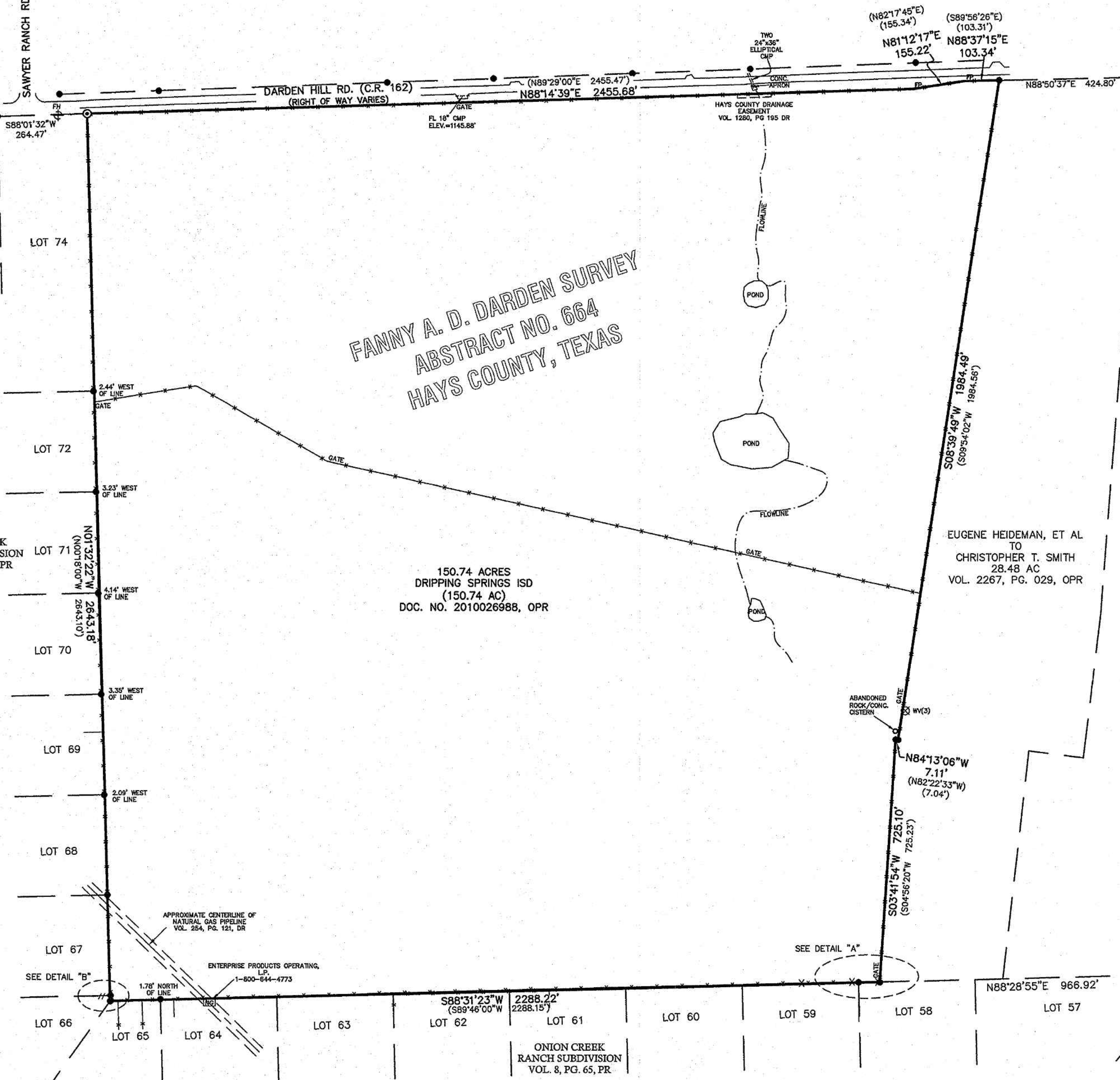
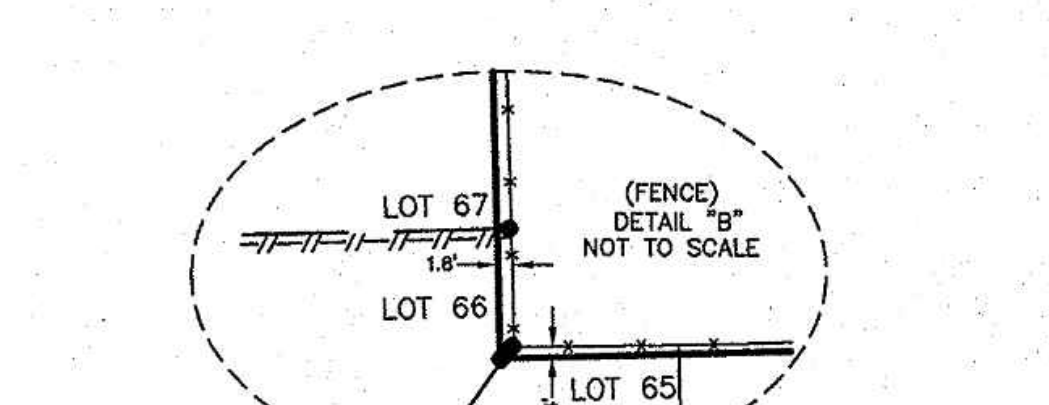
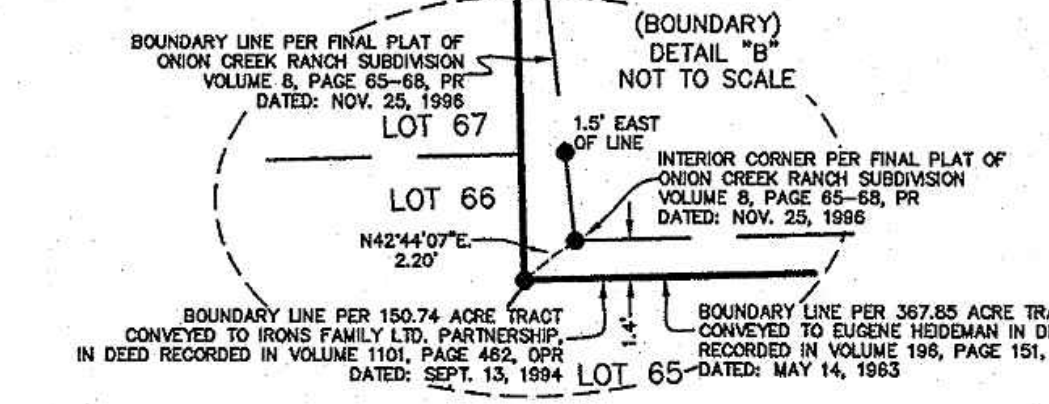
TOMMY P. WATKINS, R.P.L.S.
TEXAS REG. NO. 4549
3103 BEE CAVE ROAD, STE. 202
AUSTIN, TX 78746
512.327.2946

DATE OF LAST FIELD WORK: JANUARY 11, 2012

ISSUE DATE:



- LEGEND**
- Fire Hydrant
 - Water Valve
 - Underground Natural Gas Marker
 - Wood Split Rail Fence
 - Wire Fence
 - Record Information per DOC # 2010026988
 - 1/2" Iron Rod Found (Unless Stated)
 - 3/4" Iron Pipe Found (Unless Stated)
 - Fence Corner Post Found
 - Official Public Records Hays County, Texas
 - Deed Records Hays County, Texas
 - Plat Records Hays County, Texas



REV. #	DATE	DESCRIPTION	DRAWN

S:\3671501_DSISD-Darden Hill Drawings\3671501_Title_DSISD Darden Hill.dwg 1/16/2012 3:11:50 PM CST

EXHIBIT B
DEVELOPER FACILITIES

V. OLD BUSINESS

ITEM B

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(17507 HAMILTON POOL ROAD)**

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 Neil Francois, (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 5 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms**: In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Neil Francois or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water and wastewater service from

the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water and wastewater treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank, wastewater treatment plant, wastewater collection system, effluent holding ponds, effluent distribution system and pumping facilities.

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

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender

herein shall include all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 14 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. Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development that collectively exceeds 14 LUEs water service

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer

Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV **COMMENCEMENT OF SERVICE BY WTCPUA**

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

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

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

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 14 LUE's.

Section 4.3. Reservation Fees. Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no

longer be considered in “reserved status” and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 14 LUEs of water service have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 14 LUE’s of retail water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 14 LUEs for which a Retail Customer has not requested water service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not

capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 Assignment. Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA: General Manager
West Travis County PUA
13215 Bee Cave Parkway

Building B, Suite 110
Bee Cave TX 78738

Email: jriechers@wtcpua.org

Copy to:

Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: salbright@lglawfirm.com

Developer:

Email: _____

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY BOARD OF DIRECTORS**

By: _____
Scott Roberts
President

Date: _____

ATTEST:

By: _____
Walt Smith
Secretary/Treasurer

Date: _____

NEIL FRANCOIS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

EXHIBIT A

`Nonstandard Service Agreement – [17507 Hamilton Pool Road]

EXHIBIT B
DEVELOPER FACILITIES

VI. NEW BUSINESS

ITEM C

ITEM D



January 15, 2021

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

Attn: Reuben Ramirez

Re: Subsurface Utility Engineering (SUE) on WTCPUA's water line along Fitzhugh Road.

Dear Mr. Ramirez:

Halff Associates is pleased to submit this proposal to provide SUE services for the above referenced project.

We propose a not-to-exceed fee of \$119,860.00 to perform SUE locating services (see Exhibit A and B). We trust this proposal is satisfactory and appreciate the opportunity to be of service to West Travis County PUA. If this proposal meets with your approval, please initial, sign and date in the spaces provided below and on Exhibit C and return one copy as your notice to proceed and approval of the budget. Please call me if you have any questions.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Ryan Lewis", is written over a horizontal line.

Ryan Lewis, P.E.
Vice President

APPROVED:

West Travis County PUA:

By: _____

Date: _____

SCOPE OF SERVICES (EXHIBIT A)

Client: West Travis County PUA (WTCPUA)

City/County Name: Austin / Travis

Project: Fitzhugh Rd.

Halff will perform Subsurface Utility Engineering (SUE) in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.

Quality Level-D: Information derived from existing records or oral recollections.

Quality Level-A Utility Location (Vacuum Excavation):

Up to fifty (50) test holes will be performed on WTCPUA's 6-inch PVC water line at locations specified by WTCPUA in accordance with the Pothole Exhibit provided by WTCPUA 1/15/2021. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas. This Scope of Services includes all test holes being performed under one (1) mobilization.

Since test holes are requested on non-conductive/untonable utilities depicted as Quality Level-D where the horizontal location is assumed, Halff will coordinate with WTCPUA, on-site personnel if private property and available records to pinpoint the location to perform the test hole. One (1) attempt shall be made, which may or may not expose the subject utility. Should the utility not be exposed, Halff will coordinate with WTCPUA for direction on digging additional test holes if required and shall be compensated for each test hole dug.

Quality Level-B Utility Designation:

Halff will only designate utilities for the purpose of setting up Quality Level-A Test Hole locations utilizing geophysical prospecting equipment and marking with paint and/or pin flags. Designation of adjacent utilities not scheduled for a test hole is not part of this Scope of Services.

Quality Level-C Utility Survey:

Survey of the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control provided by WTCPUA.

Quality Level-D Utility Records Research:

Any/all available Utility Records will be provided to Halff by WTCPUA. Halff will perform additional utility record research as needed to successfully complete the project.

SUE Field Manager / Professional Engineer:

A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.

SUE Deliverables / CADD:

Deliverables for the Quality Level-A Test Hole excavations will be an 8.5-in. x 11-in. Test Hole Data Form for each Test Hole performed indicating depth, size, location, and other notable characteristics as well as MicroStation and/or AutoCAD files, PDFs, and photos.

Right-of-Entry:

Right-of-Entry is not part of this Scope of Services as work is anticipated within the existing road Right-of-Way. If Right-of-Entry is required, it will be performed and provided to Halff by WTCPUA. Halff will coordinate with property owner(s) once right of entry has been obtained.

Permitting:

Street Cut permits will be coordinated with the City of Austin as required.

Work Zone Traffic Control:

Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by COA, will be provided by a certified traffic control provider.

This Scope of Services does not include an engineered traffic control plan and if required for permit approval, Halff will notify WTCPUA and submit a supplemental agreement for authorization prior to proceeding with additional work.

Schedule:

Halff will complete the Quality Level-A Test Hole services within Ninety (90) calendar days upon days receipt of written notice to proceed, a copy of the test hole layout from WTCPUA and approved permits from City of Austin.

Due to uncontrollable factors such as ground conditions, weather, and safety hazards, Halff reserves the right to request more time to facilitate field efforts should one of these circumstances exist.

Work performed in the Right-of-Way shall be performed Monday through Friday, 9 am to 4 pm and Saturday and Sunday, 7 am to 7 pm barring foul weather.

WORK PLAN (EXHIBIT B)**I. COORDINATION/PERMITTING**

Description	Quantity	Authorized Rate	Unit	Estimated Cost
Designating 2-Man Crew	24	\$190.00	hour	\$4,560.00
Project Manager	4	\$230.00	hour	\$920.00
SUE Manager	8	\$145.00	hour	\$1,160.00
SUE Field Manager	40	\$130.00	hour	\$5,200.00
Utility Coordinator	8	\$105.00	hour	\$840.00
Contract Specialist	2	\$90.00	hour	\$180.00

Subtotal: \$12,860.00**II. POT HOLING (VACUUM EXCAVATION) (QL-A)**

Depth	Quantity	Authorized Rate	Unit	Estimated Cost
All Depths	50	\$1,500.00	each	\$75,000.00

Subtotal: \$75,000.00**III. MISCELLANEOUS**

Task	Quantity	Authorized Rate	Unit	Estimated Cost
City of Austin Permitting	1	\$1,000.00	each	\$1,000.00
Certified Traffic Control	20	\$1,600.00	day	\$32,000.00

Subtotal: \$32,000.00**TOTAL** **\$119,860.00**

Note: This is an estimate based upon the anticipated hours and personnel categories to perform Quality Level-D Utility Records Research through Quality Level-B Utility Designation and the number Quality Level-A Test Hole requested within the project limits. Due to the unknown timing of project approval and personnel availability, Halff will invoice actual hours worked and personnel categories utilized, in accordance with the attached 2021 Halff SUE Rate Schedule, and the number of test holes attempted (whether utility is located or not.) If quantities are exceeded or additional test holes are required, Halff will notify West Travis County PUA for authorization and submit a supplemental agreement to increase the fee prior to proceeding with any additional work.

Halff's services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located. This proposal is valid for 30 days.

2021 Halff SUE Rate Schedule**A. HOURLY RATES**

1-Man Designating (Utility Locating) (QL-B)	\$130.00/hr	(labor and equipment)
2-Man Designating (Utility Locating) (QL-B)	\$190.00/hr	(labor and equipment)
2-Man Spar Designating (Utility Locating) (QL-B)	\$250.00/hr	(labor and equipment)
2-Man Potholing (Vacuum Excavation) (QL-A)	\$290.00/hr	(labor and equipment)
QC Manager	\$265.00/hr	
Sr. Project Manager	\$260.00/hr	
Project Manager	\$230.00/hr	
Sr. Civil Engineer	\$190.00/hr	
Civil Engineer	\$155.00/hr	
Jr. Civil Engineer	\$135.00/hr	
EIT	\$110.00/hr	
Sr. Utility Coordinator	\$180.00/hr	
Utility Coordinator	\$155.00/hr	
Sr. SUE Manager	\$180.00/hr	
SUE Manager	\$145.00/hr	
Sr. SUE Field Manager	\$150.00/hr	
SUE Field Manager	\$130.00/hr	
Sr. RPLS	\$230.00/hr	
RPLS	\$165.00/hr	
Survey Coordinator	\$130.00/hr	
2-Man Surveying Crew	\$175.00/hr	(labor and equipment)
1-Man Surveying Crew	\$120.00/hr	(labor and equipment)
Sr. Survey Technician	\$125.00/hr	
Survey Technician	\$105.00/hr	
Sr. CADD Technician	\$110.00/hr	
CADD Technician	\$95.00/hr	
Sr. Contract Specialist	\$110.00/hr	
Contract Specialist	\$90.00/hr	
Clerical/Admin	\$75.00/hr	

B. REIMBURSABLE EXPENSES AND CLARIFICATIONS

1. Meals – Reimbursement will be the authorized rate for the specified area per www.gsa.gov.
2. Mileage / Rental Cars – Mileage for personal and company vehicles, while traveling on business at the request of Client, will be reimbursed at the current IRS rates. Rental cars will be reimbursed at cost
3. Motel / Hotel – Lodging will be paid at actual cost but not to exceed the authorized rate for the specified area per www.gsa.gov when documented with a receipt and associated with authorized overnight travel.
4. Subcontractors – Client approved subcontract work by other firms and provided through Halff will be invoiced at cost plus ten (10%) percent. Actual subcontractor invoice shall be provided to Client.

EXHIBIT C
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A
DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the West Travis County PUA a **Public Utility Agency** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **Public Utility Agency Board** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Public Utility Agency. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation. Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work. Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents. Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing,

or by registered or certified mail.

VIII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue. This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Travis County, Texas**.

XIV. Integration, Merger and Severability. This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies. The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance. Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

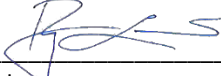
XXI. **WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 2021.

HALFF ASSOCIATES, INC.

By:



Signature

Ryan Lewis, PE
Printed Name

Vice President
Title

01/15/2021
Date

CLIENT: WEST TRAVIS COUNTY PUA, TEXAS

By:

Signature

Printed Name

Title

Date

ITEM E

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (“WTCPUA”)
WATER AND SEWER SERVICE AND DEVELOPMENT POLICIES**

June 19, 2014

Amended ~~October 5, 2020~~ January 21, 2021

A. Water Service and Development Policies

1. **Existing Commitments.** Honor water service commitments in existing wholesale and retail water service contracts and agreements.
2. **Standard Service.** Provide Standard Water Service upon application from a person or entity with an existing service agreement with the WTCPUA or located within WTCPUA Water certificate of convenience and necessity (“CCN”) No. 13207, in accordance with WTCPUA Schedule for Rates, Charges, and Terms and Conditions of Water and Wastewater Services.
3. **Planning Service Level/Service Level A.** Apply a base level of service for planning purposes throughout the Water Service Area¹ that is consistent with the WTCPUA’s Land Use Assumptions and Capital Improvements Plan. This base level of service shall be defined as “Service Level A” and shall be no greater than one (1) living unit equivalent (“LUE”) per acre “Gross Site Area”.²
4. **Approval by General Manager.** The General Manager may approve or deny any ~~Preliminary Finding of Capacity to Serve~~ Service Availability Letter ~~letter~~ (“PFCSAL”) and/or any Non-Standard Service Agreement (“NSSA”) for ~~40-20~~ LUEs or less of service capacity for applicants for Non-Standard Water Service. All other applications for service or NSSAs shall be presented to the Board for approval or denial.
5. **General Requirements for New Non-Standard Service.** For applicants for Non-Standard Water Service that are in the Water Service Area and ~~WTCPUA~~ do not have an existing service agreement with the WTCPUA, the Board may consider extension of service under the following conditions:
 - a. Applicant submits a conceptual site plan or approved preliminary plat or plan demonstrating compliance with ~~with~~ the appropriate Service Level as established by these Policies.

¹ “Water Service Area” shall mean and include (1) the area that is within WTCPUA’s water CCN No. 13207, as may be amended from time to time, and (2) the area that can be served by the WTCPUA’s Water Transmission System, as constructed on September 26, 2013 (regardless of whether such area is within the boundaries of water CCN No. 13207), without the need to construct additional central facilities other than those identified in the WTCPUA’s Water Capital Improvements Plan; and Water Service Area is more particularly depicted in Attachment 1, attached hereto and incorporated herein for all purposes.

² “Gross Site Area” means the total amount of acreage in a development. “Net Site Area” means the difference obtained by subtracting the Development’s Gross Site Area minus the area located within undisturbed native vegetative buffers and sensitive environmental features as described in the September 1, 2000 USFWS Recommendations

- b. Annual non-reimbursable payment of Water Reservation Fees for unused LUEs, as follows:
 - i. The initial, annual non-reimbursable Water Reservation Fees for any unset water services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA's written service commitment;
 - ii. Subsequent annual non-reimbursable Water Reservation Fees for any unset water services shall be due and payable upon each annual anniversary date of the WTCPUA's written service commitment; and
 - iii. The Non-Standard Service Agreement may be terminated if any reservation fees are not paid for all or any portion of the unset LUEs.
 - c. Pre-Payment of 100% of impact fees for each development phase upfront prior to final plat or earlier if required to fund construction of capital improvements needed to provide service and required by the WTCPUA in its sole discretion.
 - d. Payment or funding of capital projects needed to serve the project that are not included in the WTCPUA approved Capital Improvements Plan upfront or provision of a financial guarantee for such funds in a form acceptable to the WTCPUA.
 - e. Phase water demands of the project in unison with WTCPUA approved Capital Improvements Plan.
 - f. Project has no substantive impacts to its approved Capital Improvements Plan, including no impact to the calculation of impact fees as determined by the WTCPUA.
 - g. Project has no substantive impact to rates to current customers from extending service to the project as determined by the WTCPUA.
 - h. Project has no substantive impacts to system operations as determined by the WTCPUA.
 - i. Provide water service, following the 75% - 90% Guideline,³ to the extent existing capacity is available.
6. **Service Level Determination.** Service levels for a new project in the Water Service Area will be determined as follows:
- a. Applicants for Non-Standard Water Service who (i) are located outside of the corporate limits and extra-territorial jurisdiction ("ETJ") of the City of Bee Cave (as such ETJ boundaries exist on January 9, 2014); (ii) who are located outside of the City of Dripping Springs corporate limits; and (iii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to adopt one of the alternative water quality measures required of new development as specified in that certain "Memorandum of Understanding" between LCRA and the United States Fish and Wildlife Service (the "USFWS"), dated May 24, 2000 (the "MOU") and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et al. vs. Lt. General Robert

³ When a WTCPUA central facility reaches 75% of rated or design capacity, the WTCPUA will commence planning and design of needed central facility improvements to expand such facility and when a WTCPUA central facility reaches 90% of rated or design capacity, the WTCPUA will commence construction of needed central facility improvements

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 Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (the "Settlement Agreement") to establish the service capacity level including:

- U.S. Fish and Wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000 ("2000 USFWS Recommendations");
- TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348 ("OEM"); or
- Alternative water quality measures approved by USFWS through separate independent consultation.

For the purposes of this Policy, Service Level A is equivalent to the 2000 USFWS Recommendations. Service exceeding Service Level A, to be defined as "Service Level B," is that service level that may be obtained for a project by compliance with OEM or separate USFWS consultation/approval.

- i. The Board may consider a commitment to Service Level B for projects greater than five acres Gross Site Area if the following additional conditions are met (in addition to the General Requirements of Paragraph 6 above):

- (A) Applicant submits a conceptual site plan or approved preliminary plat or plan demonstrating compliance with one of the three alternative measures outlined above.
- (B) Applicant provides the WTCPUA with written confirmation of TCEQ OEM approval for each development phase prior to construction of each respective project phase and Non-Standard Service Agreement may be terminated if approval not obtained within a reasonable time.
- (C) Applicant provides the WTCPUA with certification of OEM compliance by an independent third party engineer (retained by the WTCPUA and to be paid for by the Applicant) for pre and post construction.⁴

- ii. The Board may consider a commitment to Service Level B for projects equal to or less than five acres Gross Site Area if -Applicant submits a conceptual site plan or approved preliminary plat or plan demonstrating compliance of the project with OEM. The WTCPUA Engineer shall review the plat or plan for OEM compliance.

- b. Applicants for Non-Standard water service who (i) are located inside the corporate limits or ETJ City of Bee Cave (as such ETJ boundaries exist on January 9, 2014) and (ii) who do not have an existing service agreement with the WTCPUA will be

⁴ Certification forms are included at Attachment 2-B.

required, as a matter of policy, to follow water quality protection measures in compliance with City of Bee Cave water quality requirements. Any applicant requesting non-standard water service for a project in the City of Bee Cave corporate limits or ETJ shall have service levels approved by the WTCPUA and determined in consideration of City of Bee Cave water quality, zoning, platting and site plan requirements.

- c. Applicants for Non-Standard water service who (i) are located inside the corporate limits of the City of Dripping Springs and (ii) who do not have an existing service agreement with the WTCPUA will be required, as a matter of policy, to follow water quality protection measures in compliance with City of Springs water quality requirements. Any applicant requesting non-standard water service for a project in the City of Dripping Springs corporate limits shall have service levels approved by the WTCPUA and determined in consideration of City of Dripping Springs water quality, zoning, platting and site plan requirements.

87. Expand Uplands Regional Water Treatment Plant (within its current footprint) and Lake Austin Raw Water Intake and Raw Water Transmission System to the maximum day capacity of 32.5 mgd, subject to the Board approval of the findings of a WTCPUA Preliminary Engineering Report of these two (2) central facilities, once complete.

98. Obtain additional LCRA Contract Raw Water, as necessary, to match maximum Uplands Regional Water Treatment Plant capacity.

109. Commence investigating supplemental alternative water supplies of no more than 7.5 mgd maximum capacity, including but not limited to:

- a. In cooperation with Hays County entities, investigate groundwater importation alternatives.
- b. Purchase wholesale water from the City of Austin and/or other entities.

110. Plan and estimate capital improvements necessary to provide water service at “build-out” level within the Water Service Area.

121. Secure a process for the exercise of eminent domain authority.

1312. Negotiate memorandums of understanding/interlocal agreements with the cities of Austin, Bee Cave, and Dripping Springs, and Travis and Hays Counties, for coordinating the site review and approval processes, and for conducting plumbing inspections.

B. Sewer Service and Development Policies

1. Adopt an interlocal agreement between the WTCPUA, City of Bee Cave and [WTCMUD](#) ~~SWTCMUD~~ ~~Lake Pointe MUD~~ pertaining to the provision of retail sewer service within Bee Cave corporate and extra-territorial jurisdiction (“ETJ”) boundaries, providing for:
 - a. Provisions for retail sewer service
 - b. Development densities and sewer service level
 - c. Coordinated platting and service extension request processes
 - d. Needed City and developer contributions (e.g., capital, land, 210 treated effluent reuse, and pre-paid fees and charges)
 - e. No wholesale sewer service, unless approved by WTCPUA
 - f. Considerations for developer installed and maintained on site sewer facilities and/or Alternative Sewer Treatment Systems
 - g. WTCPUA maximum sewer treatment and treated effluent disposal in a quantity not to exceed 1.8 mgd
2. WTCPUA planning for maximum sewer treatment and treated effluent disposal -shall not exceed 1.8 mgd.
3. Do not provide retail or wholesale sewer service outside of “Sewer Service Area.”⁵
4. Developer install and maintain sewerage treatment facilities for property located outside of Sewer Service Area.
5. For applicants for non-standard sewer service within WTCPUA ~~sewer~~[Sewer](#) Service Area:
 - a. Require annual non-reimbursable payment of Wastewater Reservation Fees for unset LUEs, as follows:
 - i. The initial, annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA’s written service commitment; and
 - ii. Subsequent annual non-reimbursable Wastewater Reservation Fees for any unset wastewater services shall be due and payable upon each annual anniversary date of the WTCPUA’s written service commitment.
 - b. Consider providing retail sewer service, if feasible and if in the best interests of the WTCPUA as determined by the WTCPUA in its sole discretion, and:
 - i. Prepayment if 100% of impact fees for each development phase upfront prior to final plat, or earlier if required to fund construction of capital improvements needed to provide service and required by the WTCPUA in its sole discretion.
 - ii. Payment or funding of capital projects needed to serve the project that are not included in the WTCPUA—approved Capital Improvements Plan upfront or provision of a financial guarantee for such funds in a form acceptable to the WTCPUA.

⁵ “Sewer Service Area” shall mean and include the area that can be served by the WTCPUA’s wastewater system, as constructed on September 26, 2013 without the need to construct additional central facilities except those included in the WTCPUA’s Wastewater Capital Improvements Plan; and such area is more particularly depicted in [Attachment 3](#), attached hereto and incorporated herein for all purposes.

iii. Provide sewer service, following the 75% - 90% Requirement described in TCEQ Texas Land Application Permit No. WQ0013594-001, to the extent existing capacity is available.

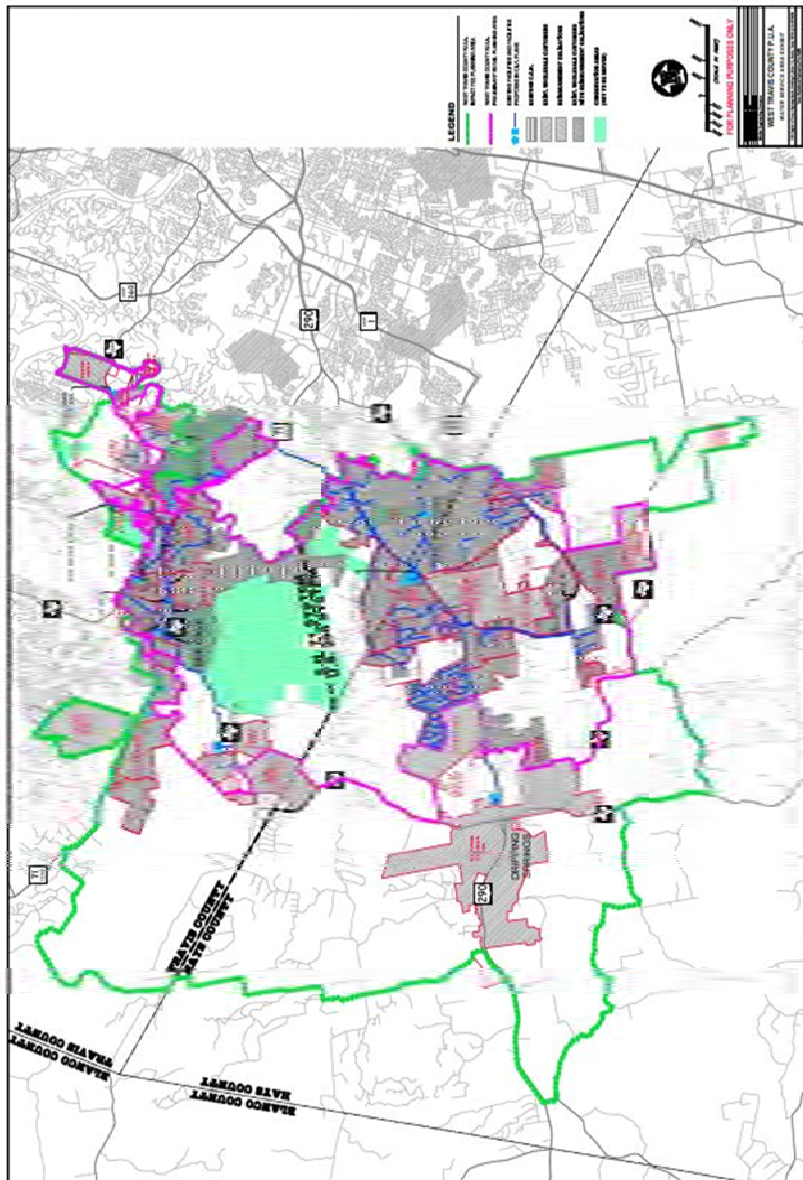
6. **Approval by General Manager.** The General Manager may approve or deny any [PECS SAL](#) and/or any NSSA for ~~40-20~~ LUEs or less of service capacity for applicants for Non-Standard Wastewater Service. All other applications for service or NSSAs shall be presented to the Board for approval or denial.

~~8-7~~ Secure a process for the exercise of eminent domain authority.

~~9-8~~ Negotiate memorandums of understanding/interlocal agreements with the cities of Austin and Bee Cave, and Travis County, for coordinating the site review and approval processes, and for conducting plumbing inspections.

Formatted: Indent: Left: 0.5", No bullets or numbering

ATTACHMENT 1
WATER SERVICE AREA

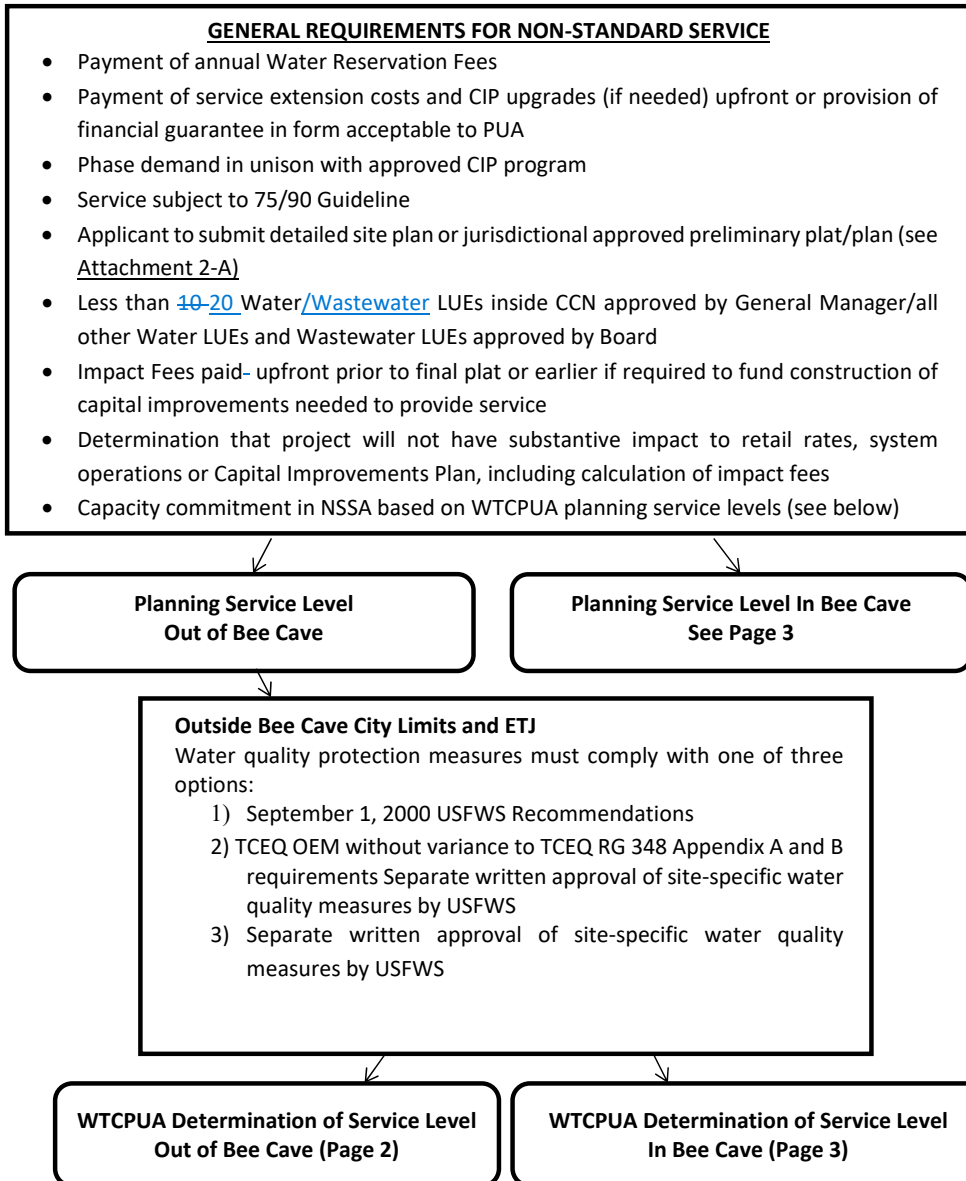


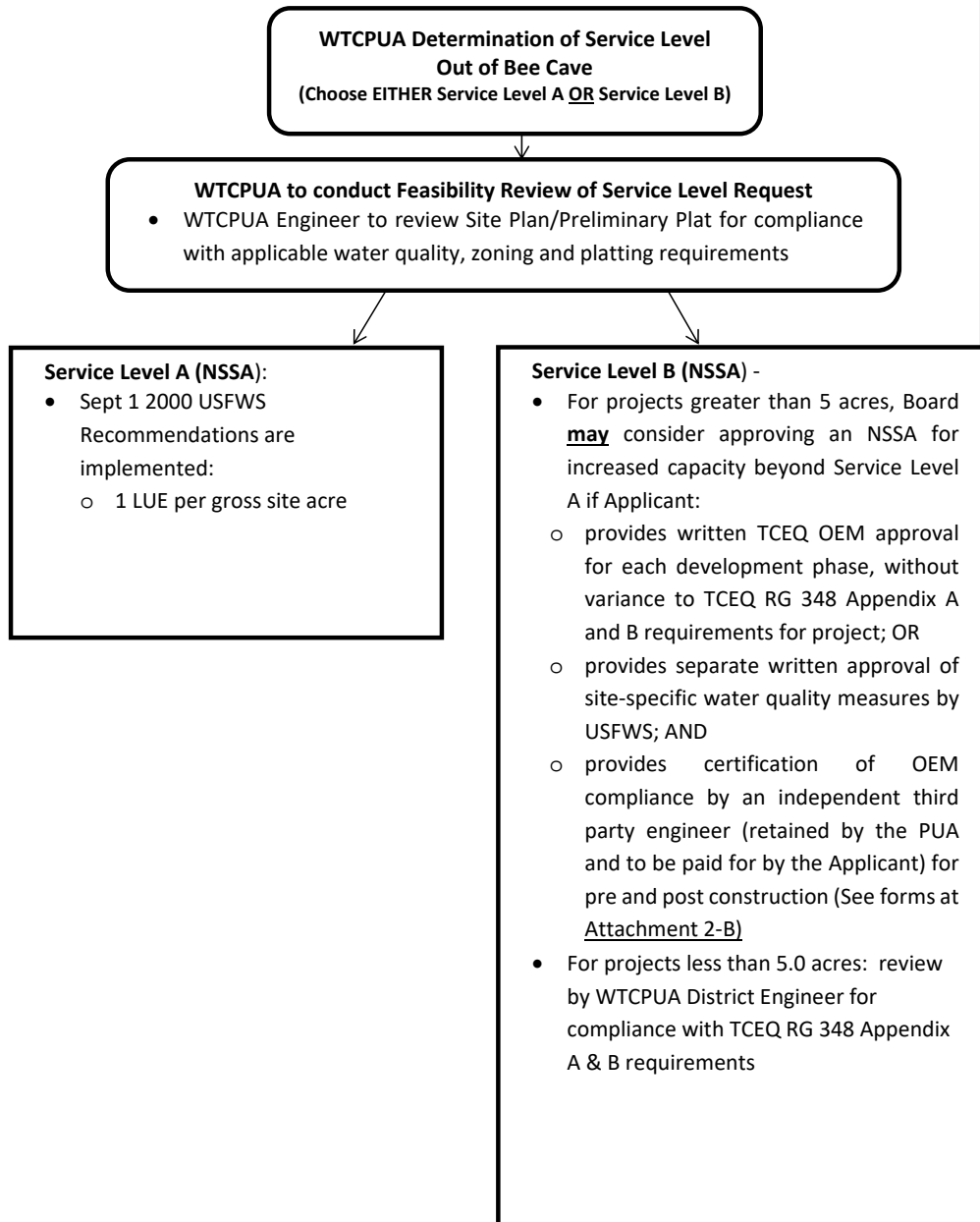
ATTACHMENT 2

WATER AND SEWER DEVELOPMENT POLICY FLOWCHART AND FORMS

ATTACHMENT 2

WATER AND SEWER DEVELOPMENT POLICY FLOWCHART AND FORMS NON-STANDARD SERVICE/NO EXISTING AGREEMENT





**WATER AND SEWER DEVELOPMENT POLICY FLOWCHART
NON-STANDARD SERVICE/NO EXISTING AGREEMENT
(IN BEE CAVE)**

**Planning/Water Quality Measures
In Bee Cave Limits and ETJ**

- Water quality protection measures must be in compliance with Bee Cave water quality requirements
- Service level determined in consideration of compliance with Bee Cave water quality, zoning, platting and site plan requirements

ATTACHMENT 2-A

SITE PLAN/PRELIMINARY PLAT REQUIREMENTS

ATTACHMENT 2-A

(Site Plan/Preliminary Plat Requirements)

Final Plat / Site Plan Requirements

For every submittal review of either a preliminary plat or site plan, Applicant shall submit a preliminary plat or site plan that shows buffers and all planned improvements/features demonstrating conformance with water quality measures.

Water Quality Controls shall be based on Lower Colorado River Authority's Water Quality Management Guidance Manual dated July 1, 2007, as amended or updated from time to time.

ATTACHMENT 2-B
ENGINEER'S DESIGN CERTIFICATION

ATTACHMENT 2-B

ENGINEER'S DESIGN CERTIFICATION

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the _____ Phase ____ subdivision (the "Subdivision"), commonly known as "_____" which is part of a master planned development in Travis/Hays County, Texas (the "Master Development").
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
3. In addition to conducting site visits of the Subdivision, I have reviewed the following plans and plats for the subdivision:
 - (a) Subdivision plat of _____, Phase _____
 - (b) Construction plans for _____, Phase _____
4. It is my opinion, as a professional engineer, that if the facilities contemplated by the above-referenced subdivision plans and plats are constructed and/or installed as contemplated, the Subdivision will be in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

Signature

Printed Name

Date

(Seal) Texas Registration Number

ENGINEER'S CERTIFICATION OF ACCEPTANCE & COMPLETION

The undersigned person, a professional engineer licensed with the State of Texas, hereby certifies to the following:

1. I am generally familiar with the _____ Phase ____ subdivision (the "Subdivision"), commonly known as "_____" which is part of a master planned development in Travis/[Hays](#) County, Texas (the "Master Development").
2. I am familiar with the Texas Commission on Environmental Quality's Edwards Aquifer Protection Program and, specifically, "Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer" published as an Appendix to the TCEQ's Regulatory Guidance Document RG-348 (February 14, 2005) approved by the United States Fish & Wildlife Service as an alternative to a no "take" determination under the Endangered Species Act ("OEM"). The OEM is incorporated herein by reference for all purposes.
3. In addition to conducting site visits of the Subdivision and having reviewed the plans and plats for the Subdivision, I have inspected the completed facilities:

4. Construction plans and plats for the Subdivision are filed as public records as follows:

5. It is my opinion, as a professional engineer, that the facilities were constructed as contemplated by the above-referenced Subdivision plans and plats and, accordingly, the Subdivision is in substantial compliance with the OEM described in Paragraph 2 above, that pertain to stream buffers, permanent BMP implementation, TSS removal requirements, and measures to protect stream morphology. Furthermore, the plans, plats, deed restrictions and/or restrictive covenants for the Subdivision incorporate physical elements, such as stream buffers and permanent best management practices for the Subdivision, that are reasonably consistent with the OEM.

Signature

Printed Name

Date

(Seal) Texas Registration Number

ATTACHMENT 3
SEWER SERVICE AREA

ITEM F

**CONSTRUCTION AND REIMBURSEMENT AGREEMENT FOR 24-INCH WATER
TRANSMISSION LINE**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Construction and Reimbursement Agreement for 24-Inch Water Transmission Line (the “**Agreement**”), is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and JPD BACKYARD FINANCE, LLC, a Texas limited liability corporation (“**the Developer**”)(WTCPUA and the Developer are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, Developer currently owns and plans to develop approximately 19.52 acres of land and approximately 35 acres of land known as the Backyard, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and the Developer have previously entered into a Nonstandard Service Agreement, dated January 12, 2020 (which, as amended or may be further amended in the future, is defined herein as the “**NSSA**”), which details the provision of retail water service to the Development, according to the terms of the NSSA;

WHEREAS, the WTCPUA has determined that it is necessary to construct an offsite 24-inch water transmission line to serve the Development, the location of which is detailed in **Exhibit B** (the “**Project**”);

WHEREAS, the Developer desires to construct the Project and convey the Project to the WTCPUA, and the WTCPUA agrees to reimburse the Developer for costs to construct the Project.

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

SECTION 1. DEFINITIONS

- (a) “**Agreement**” shall mean this Agreement to Construct 24-Inch Water Transmission Line, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.

- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement.
- (c) “Developer” shall mean JPD Backyard Finance, LLC, or its Assignees.
- (d) “Effective Date” shall mean the date of the last signature to this Amended and Restated Agreement.
- (e) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (f) “Project” shall mean the offsite 24-inch water transmission line to serve the Development, the location of which is detailed in **Exhibit B**.
- (g) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (h) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (i) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (j) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECT

2.1 **Facilities to be Constructed.** The Developer shall construct the Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The Project shall be constructed in compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of Texas Commission on Environmental Quality (the “**TCEQ**”) and any other governmental entities relating to public water systems and facilities. The location of the Project are more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Developer shall be responsible for any and all damage to any WTCPUA property during the construction, installation, and operation of the Project.

Prior to construction, Developer shall secure a performance bond, a maintenance bond, and a payment bond in the amount of 100% of the proposed costs of the Project as estimated by the WTCPUA. The maintenance bond shall be for at least a term of one (1) year following substantial completion of the Project. Upon conveyance of the Project in accordance with this Agreement, such bonds will be transferred to the WTCPUA, as applicable.

2.2 Inspection. Upon prior written notice, The Developer shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the Project.

2.3 Real Property Rights. The Developer shall grant the WTCPUA a permanent water utility and access easement for the Project in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that the Developer grant the WTCPUA such easement.

2.4 Funding of the Project. The Developer shall be responsible for advancing all costs associated with the construction of the Project, including project administration, review fees, and inspection fees. Upon completion of construction, Developer shall send to the WTCPUA a written summary of all construction costs funded by the Developer in connection with the Project. The summary shall provide documentation in reasonable detail supporting such costs. The WTCPUA will pay to Developer the construction costs for the Project within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies the Developer in writing that it does not concur with the cost summary.

2.5 Conveyance of the Project. The Developer agrees to convey the Project to the WTCPUA within seven (7) business days following the reimbursement by the WTCPUA as provided in Section 3.4. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.6 Indemnification. THE DEVELOPER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT OR INTENTIONAL ACTS OF THE DEVELOPER OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE 3. GENERAL PROVISIONS

3.1 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable federal and state laws and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing

contained herein will be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

3.2 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect for one (1) year following the Effective Date.

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

3.4 Assignment. A Party may assign this Agreement only with the express written consent of the other Party, and such consent shall not be unreasonably withheld. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. The Developer will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. The Developer shall provide and maintain in full force and effect at The Developer's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and the Developer shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

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

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

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

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

3.12 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries, express or implied, to the Agreement, and that the only parties to the Agreement are the WTCPUA and The Developer.

3.13 Signatories to Agreement. The persons signing this Agreement acknowledge by their signatures that they have all proper and lawful authority to act on behalf of the entities they purport to represent and to bind such entities in accordance with the rights and obligations contained in this Agreement.

3.14 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, “**Notice**”) provided or permitted to be given, made, or accepted by any Party under this Agreement must be in writing and may be given or served in any manner reasonably calculated to reach each of the other Parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, will be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

The Developer: JPD Backyard Finance, LLC

Email:

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

Any Party may change its address for Notice by giving Notice of the change in accordance with the provisions of this section.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

[SIGNATURE PAGE(S) FOLLOW]

JPD Backyard Finance, LLC

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

DRAFT FOR REVIEW ONLY

EXHIBIT A

EXHIBIT B

ITEM G

**CONSTRUCTION AND REIMBURSEMENT AGREEMENT FOR DARDEN HILL ROAD
TRANSMISSION LINE**

(Dripping Springs Independent School District)

STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND HAYS §

This Construction and Reimbursement Agreement for Darden Hill Road Transmission Line (the “**Agreement**”), is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT, a Texas independent school district (“**DSISD**”)(WTCPUA and DSISD are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, DSISD currently owns and plans to develop approximately 155.74 acres of land and for an elementary school, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and DSISD has determined that a 12-inch water transmission line and tie-in and other appurtenances on Darden Hill Road are necessary to provide water service to the Development; and

WHEREAS, the WTCPUA has requested that DSISD upsize this planned 12-inch water transmission line on Darden Hill Road to a 16-inch transmission line and appurtenances in order to serve other customers of the WTCPUA (the “**Project**”);

WHEREAS, DSISD desires to construct the Project and convey the Project to the WTCPUA, and the WTCPUA agrees to reimburse DSISD for construction costs to upsize the Project from the s 12-inch waterline to a 16-inch waterline.

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

SECTION 1. DEFINITIONS

- (a) “Agreement” shall mean this Construction and Reimbursement Agreement for Darden Hill Road Transmission Line, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement.
- (c) “DSISD” shall mean Dripping Springs Independent School District, or its Assignees.
- (d) “Effective Date” shall mean the date of the last signature to this Amended and Restated Agreement.
- (e) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (f) “Project” shall mean the offsite 16-inch water transmission line necessary to serve the Development and upsized from a 12-inch line to serve other WTCPUA customers, including all appurtenances, the location of which is detailed in **Exhibit B**.
- (g) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (h) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (i) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (j) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECT

2.1 Facilities to be Constructed. DSISD shall construct the Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The Project shall be constructed in

compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of Texas Commission on Environmental Quality (the “TCEQ”) and any other governmental entities relating to public water systems and facilities. The location of the Project is more specifically depicted in Exhibit B, attached hereto and incorporated herein for all purposes. DSISD shall be responsible for any and all damage to any WTCPUA property during the construction, installation, and operation of the Project.

Prior to construction, DSISD shall secure a performance bond, a maintenance bond, and a payment bond in the amount of 100% of the proposed costs of the Project as estimated by the WTCPUA. The maintenance bond shall be for at least a term of one year following substantial completion of the Project. Upon conveyance of the Project in accordance with this Agreement, such bonds will be transferred to the WTCPUA, as applicable.

2.2 Inspection. Upon prior written notice, DSISD shall provide the WTCPUA’s engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the Project.

2.3 Real Property Rights. DSISD shall grant to the WTCPUA, or cause to be granted to the WTCPUA, a permanent 25-foot wide water utility and access easement for the Project in the location demonstrated on Exhibit B. Such easement shall be in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that DSISD grant the WTCPUA, or cause to be granted to the WTCPUA, such 25-foot wide water utility easement, or cause to be granted to the WTCPUA.

2.4 Funding of the Project. DSISD shall be responsible for advancing all costs associated with the construction of the Project, including project administration, review fees, and inspection fees. Upon completion of construction, DSISD shall send to the WTCPUA a written summary of all construction costs funded by DSISD in connection with the Project, including the costs to upsize the Project from a 12-inch waterline to a 16-inch waterline. The summary shall provide documentation in reasonable detail supporting such costs. The WTCPUA will pay to DSISD the construction costs relating to upsizing the Project from a 12-inch waterline to a 16-inch waterline within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies DSISD in writing that it does not concur with the cost summary. The cost to upsize the Project is currently estimated to be \$30,086.86, and reimbursement to DSISD by the WTCPUA shall not exceed \$30,086.86 without prior approval by the WTCPUA.

2.5 Conveyance of the Project. DSISD agrees to convey the Project to the WTCPUA within seven (7) business days following the reimbursement by the WTCPUA as provided in Section 3.4. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.6 Indemnification. DSISD WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT

LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT OR INTENTIONAL ACTS OF DSISD OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF DSISD'S OBLIGATIONS UNDER THIS AGREEMENT.

ARTICLE 3. GENERAL PROVISIONS

3.1 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable federal and state laws and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein will be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

3.2 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect for one (1) year following the Effective Date.

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

3.4 Assignment. A Party may assign this Agreement only with the express written consent of the other Party, and such consent shall not be unreasonably withheld. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. DSISD will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. DSISD shall provide and maintain in full force and effect at DSISD's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and DSISD shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

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

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

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

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

3.12 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries, express or implied, to the Agreement, and that the only parties to the Agreement are the WTCPUA and DSISD.

3.13 Signatories to Agreement. The persons signing this Agreement acknowledge by their signatures that they have all proper and lawful authority to act on behalf of the entities they purport to represent and to bind such entities in accordance with the rights and obligations contained in this Agreement.

3.14 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, “**Notice**”) provided or permitted to be given, made, or accepted by any Party under this Agreement must be in writing and may be given or served in any manner reasonably calculated to reach each of the other Parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, will be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

DSISD: Dripping Springs Independent School District

Email:

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

Any Party may change its address for Notice by giving Notice of the change in accordance with the provisions of this section.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

[SIGNATURE PAGE(S) FOLLOW]

**DRIPPING SPRINGS INDEPENDENT
SCHOOL DISTRICT**

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

DRAFT FOR REVIEW ONLY

EXHIBIT A

EXHIBIT B

ITEM H

PROPOSED CHANGE ORDER #12

Job Name: Dripping Springs School #5
Attn: Kyle Warhund

LIBERTY CIVIL CONSTRUCTION, LLC

Job # **20-019**

Owner Bartlett Cocke General Contractors
Address: 7901 E. Riverside Dr Bldg. 2 Ste 100
City, State: Austin, TX 78744

28, 2021

This change order reflects the costs associated with the addition of the requirements to relocate the tie-in and add/upsized the pipe size

ITEM #	Description	QTY	UNIT \$	
1	Relocate tie-in & upsize 375' to 16"			
2	Added work over 3/24/2021 Plan			
3	12" Line	375	\$ 73.58	\$ 27,592.50
4	12" Fittings - 1 Tee, 3 GV, 1 Plug, 60' Pipe, 2 45 bends Labor/Equipment \$10,188.60 Ferguson Mtls \$4,460 Misc Mtls(Concrete,restraints etc) \$1,250 10% M/U \$571.00	1	\$ 16,469.60	\$ 16,469.60
1	16" Line	375	\$ 119.35	\$ 44,756.25
	16" Fittings - 1Tee,2 GV, 1 plug, 1 16"-12" Reducer, 1 12" GV 60' 12" pipe, 2 12" 45 Bends Labor/Equipment \$10,188.50 Ferguson Mtls \$18,809 Misc Mtls(Concrete,restraints etc) \$1,250 10% M/U 2,003.50	1	\$ 32,251.00	\$ 32,251.00
2	Trench Safety	375	\$ 0.56	\$ 210.00
1	*12" to 16" is \$ 30,086.86			
	Proposal based on SJA sheet 1 dated 1.21.2021 rec'd via JL email 1.21.2021			
	New items of work			
	P&P Bond Premium (if applicable)			

Original Contract Value.....	\$2,228,988.60
Changes by Prior Approved Change Orders.....	\$107,500.00
Contract Value prior to this Change Order	\$2,336,488.60
Contract Value will be changed by this Change Order in the amount of.....	\$0.00
New Contract Value including this Change Order.....	\$2,336,488.60
Contract Duration will be changed/unchanged by (days)	
Updated Contract Duration including this Change Order	

Liberty Civil Construction, LLC

By: Steve Loudon

Signature:

Date: 2.8.2021

Owner:

By:

Signature:

Date:

ITEM I

Professional Proposal



Professional Proposal

West Travis County Public Utility Agency

Cost of Service and Rate Design Study Proposal



February 8, 2021

Ms. Jennifer Reichers
General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B Ste 110
Bee Cave, TX 78738

Dear Ms. Reichers:

Nelisa Heddin Consulting (NH Consulting) is pleased to present the West Travis County Public Utility Agency (Agency) with a Proposal for a Cost of Service and Rate Design Study for the Agency's Water and Wastewater Utility.

With extensive experience in the financial management of utilities and the performance of cost of service and rate design studies, the project team offers an extraordinary pool of resources to support the Agency's needs. NH Consulting is specifically qualified to meet the needs of the Agency in the following areas:

- The project manager assigned to this engagement clearly understands the operating environment of municipal utilities and is committed to understanding the Agency's long-term and short-term goals such that strategies to achieve those goals may be identified;
- NH Consulting is committed to providing value-added services to the Agency that go beyond simply the performance of a rate study, but assisting the Agency in planning for the future of its Utility;
- The project manager assigned to this engagement is experienced in the performance of and specializes in cost of service and rate design studies, having consulted with numerous entities through the US, and is a recognized expert in the industry having testified before the State Office of Administrative Hearings and the Texas State Legislature on utility rates; and
- NH Consulting is dedicated to assisting the Agency in guaranteeing the future efficiency and effectiveness of the Agency's Utility.

Thank you for the invitation to propose for this project, we look forward to the opportunity to work with the Agency. Please feel free to contact us with any questions or comments regarding this proposal, or any other services required by the Agency at (512) 589-1028

Sincerely,

Nelisa Heddin
President

Executive Summary	1
Firm Profile	2
Project Team Profile	3
Work Plan	4
Understanding of Project	4
Project Approach	5
Work Plan	8
Additional Items	11
Proposed Fees	12
Resume	13
References	15

Table of Contents



EXECUTIVE SUMMARY

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to provide the West Travis County Public Utility Agency (Agency) with a proposal for a Water and Wastewater Cost of Service and Rate Design Study. NH Consulting will work with the Agency to develop rate recommendations which will assure equitable and adequate revenues for operations, debt service retirement, capital improvements, debt coverage ratios, and bond covenant requirements and to ensure that the Utility is operated on a self-sustaining basis, while considering the economic impact on the Utility's customers. ***NH Consulting offers the Agency unparalleled expertise in the performance of cost of service and rate design analysis.***

NH Consulting is a financial and management consulting firm specializing in meeting the needs of municipal utilities.

NH Consulting intends to provide the Agency with a comprehensive package of services intended to enable the Agency to more efficiently manage its utilities and fully evaluate the Agency's Water and Wastewater rate structure.

The following proposal identifies the project team's qualifications and outlines our approach to the project.

The project team believes that the successful completion of this project will be dependent on the following requirements:

- A project manager who clearly understands the Agency's operating environment including long-term and short-term goals and is committed to helping the Agency identify strategies to achieving those goals
- A project manager who is committed to providing value-added services to the Agency that go beyond simply the performance of a rate study, but assisting the Agency in planning for the future of its Utility
- A project manager who is experienced in the performance of and specializing in cost of service and rate design studies for numerous entities throughout the U.S and is a recognized expert in the industry having testified before the State Office of Administrative Hearings and the Texas State Legislature
- Responsiveness and constant communication with the Agency

As outlined in this proposal, NH Consulting is uniquely qualified to meet each of these requirements.

Executive Summary



FIRM PROFILE

NH Consulting is a management consulting firm specializing in the financial planning and management of municipal utilities. NH Consulting works closely with each client to develop strategic, individualized solutions. We provide a full range of services to meet our clients' complex needs including cost of service and rate design studies, impact fee analysis, and budgeting assistance.

NH Consulting works closely with each client to thoroughly understand their unique needs, goals, issues and challenges and develops strategic solutions customized to address the individualized needs of each client.

Services provided by NH Consulting include:

- Cost of Service and Rate Design Studies
- Comprehensive Fee Analysis
- Indirect Cost Allocation Studies
- Impact Fee Analysis
- Pro Forma Analysis
- Bond Issuance Support
- Annual and Long Term Operational Budgeting
- Cost Benefit Analysis
- Comparative Benchmarking Analysis
- Financial Planning and Modeling
- Financial Planning and Budgeting for CIP Programs
- Public Education Programs
- Service Area Valuations
- Feasibility Analysis
- Regionalization Planning and Implementation
- Expert Witness Testimony
- Legislative Support
- Billing System Reviews and Implementation

Strategic – Innovative - Excellence

Nelisa Heddin, president of NH Consulting, is Past Chair of the Texas AWWA Rates and Charges Sub-Committee, and is still actively involved in this professional organization. Ms. Heddin brings the most innovative solutions in the industry to each of her clients – allowing her to develop customized strategies to meet each of her clients' needs.

Firm Profile



PROJECT TEAM PROFILE

NELISA HEDDIN, PROJECT MANAGER

Ms. Heddin will serve as the project manager for this engagement, bringing nearly 21 years in utility rate design to this engagement. Ms. Heddin will be performing the financial analysis and will be responsible for the overall quality control for this engagement. Ms. Heddin will also present findings to Agency Board and citizens as directed by Agency staff/rate study committee.

Ms. Heddin is an industry expert in financial planning and management for municipal utilities, specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has nearly 21 years experience in providing consulting services to utilities of all sizes throughout the Southwest. Among Ms. Heddin's most recent clients are the West Travis County Public Utility Agency, the City of Corinth, the City of Webster, the City of Southside Place, and Travis County WCID #17. Ms. Heddin has a Masters of Business Administration with a specialty in Finance. She is a Past-Chair of the Texas AWWA Rates and Charges Subcommittee and has been invited to speak at numerous industry functions regarding cost of service issues, rate design, water loss and capital financing.

Expertise You Can Rely On – Quality You Can Trust

NH Consulting assigns a single project manager who services as project manager and analyst for each engagement – this ensures continuity throughout each engagement. Nelisa Heddin, the proposed project manager for this engagement, is a leading expert in cost of service and rate design studies, having worked for entities across the United States such as the Cities of Dallas, Phoenix, Tucson, Little Rock, Webster, Pflugerville, and Georgetown.

Project Team Profile



UNDERSTANDING OF PROJECT

Below is a description of the project team's understanding of this project and the intended goals and deliverables.

NH Consulting understands that the Agency wishes to conduct a Cost of Service and Rate Design Study for the Agency's Water and Wastewater Utility. The study would assist the Agency in achieving water and wastewater rates that will assure equitable and adequate revenues for operations, debt service retirement, capital improvements, debt coverage ratios, and bond covenant requirements and to ensure that the Utility is operated on a self-sustaining basis, while considering the economic impact on the Utility's customers.

Strategic Solutions to Meet Your Goals

A clear understanding of the Agency's goals is imperative for the successful completion of the study. NH Consulting will work closely with Agency staff and the Board to develop strategies which enable the Agency to achieve a balance between full cost recovery, fiscal responsibility and prudent planning as well as mitigating the economic impact of rate increases on the Agency's customers.

Work Plan



PROJECT APPROACH

Water Rates:

“Inflation and resulting cost impacts on water utility customers, as well as increased public awareness of the need for conservation and more effective use of natural resources, together with the need to provide proper price signals, have challenged utility managers to continue providing high-quality service to water utility customers on an equitable and fair cost basis.”¹ There are many State and Federal regulations surrounding water and wastewater rates. Special care must be taken during the development of water and wastewater rates to ensure that the rates developed are in accordance with these statutes.

NH Consulting utilizes a cost of service rate design methodology, called the base-extra capacity method, which is endorsed by the American Water Works Association (AWWA). “The AWWA Rates and Charges Subcommittee does not endorse any substantial departure from cost-of-service based rates to achieve social objectives.”¹ The AWWA emphasizes the importance of using sound cost-of-service principles while setting rates.

The development of water rates utilizing the base-extra capacity method involves four primary steps:

1) Determination of Annual Revenue Requirements for the Study Period

It is particularly important that all costs associated with providing service are included in the revenue requirement. This includes direct costs such as those required to pump and treat water, as well as indirect costs such as allocations for administrative overhead incurred by other Agency departments. It is imperative that the costs included in the revenue requirements are within the confines of State and Federal regulations.

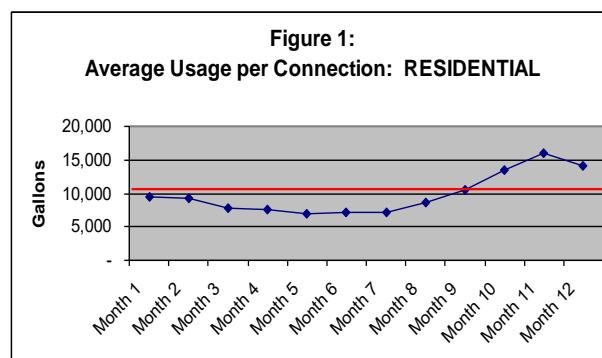
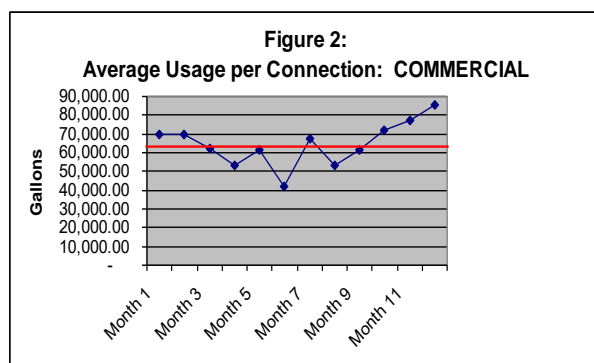
There are two primary approaches to the development of revenue requirements, the “cash-needs” approach, and the “utility” approach. The “cash-needs” approach ensures that the revenues generated by the utility cover the cash needs of the utility, including debt obligations, as they come due, whereas the “utility” basis does not consider debt obligations. The primary difference is that the “utility” basis considers depreciation rather than debt. While the “utility” approach has its place, NH Consulting recommends that revenue requirements for the Agency be developed utilizing the “cash-needs” approach whereas the Agency’s current and future debt is used in developing rates.

2) Functionalize Revenue Requirements into Cost Components

There are strict guidelines that the water utility must abide by while providing retail water services. These guidelines outline specific requirements for items such as minimal system capacities. Thus, the Agency must maintain the infrastructure to meet these requirements. Infrastructure capacity requirements are determined by the number of connections that the system serves, and the size of each connection as well as the usage patterns of those customers. Water utilities are designed to handle times of peak usage, such as summer months when residents are irrigating heavily.

¹ American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

Even though the utility may have average usage at a certain level, it must have the capacity to serve customers at a level that is much greater, in order to meet peaking demands. Figures 1 and 2 demonstrate different usage patterns of residential and commercial customers that may occur on a water utility.



According to the AWWA, “a water utility is required to supply water in total amounts and at such rates of use desired by the customer. A utility incurs costs in relationship to the various expenditure requirements caused by meeting those customer needs. Since the needs for total volume of supply and peak rates of use vary among customers, the costs to the utility of providing service also vary among customers or classes of customers.”² In other words, there are significant cost implications to the ability a utility system must have to meet peaking patterns. Therefore, one must have an in-depth understanding of the Utility’s expenses in order to allocate them properly into functional cost components.

NH Consulting uses a base-extra capacity methodology to functionalize costs into the following components, as defined by the AWWA in the M1 Manual:

- **Base Costs** – costs that tend to vary with the total quantity of water used plus those O&M expenses and capital costs associated with service to customers under average load conditions, without the elements of cost incurred to meet water use variations and resulting peaks in demand.
- **Extra Capacity Costs** – costs associated with meeting rate-of-use requirements in excess of average and include O&M expenses and capital costs for system capacity beyond that required for average rate of use.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of water use.

3) Allocation of Cost Components into Customer Classes

Special care must be taken in the selection of customer classifications. In setting customer classes, one must consider service characteristics, demand patterns, and whether service is provided both inside and outside Agency limits. Customers grouped in the same classification must utilize water for similar purposes and in similar patterns.

The utilization of the base-extra capacity methodology requires an in-depth analysis of customer usage patterns in order to gain a thorough understanding of the demand factors imposed by each customer classification. While setting appropriate customer classifications, the customer’s average and peak usage must be examined.

The ultimate goal of the customer usage analysis is to distribute cost components (base costs, extra-capacity costs, customer costs, and direct fire protection costs) to customer classes based on their specific usage patterns.

² American Water Works Association M1 Manual, Water Rates, Fourth Edition, 1991.

4) Design Water Rates

Water rate design is often a daunting and complex task. The primary consideration is to recover from each customer class, within practical limits, the cost to serve that customer class. However, special care must be taken to ensure that rates are equitable among customer classes, and that customers do not experience “rate shock” because of the new rate structure. In addition, it is important to realize that there are many political and policy influences on the rates charged by a water utility. Water rates must also send appropriate pricing signals to the utility’s customers. Many rate options exist, including: Minimum bill by meter size; Minimum bill by customer class; Volumetric rate by meter size; Volumetric rate by customer class; Conservation rates; Inclining block rates; Declining block rates; Uniform block pricing; Conservation incentives; Marginal cost rates; Unmetered rates; Direct fire-protection rates. The goals of the individual utility must be taken into consideration while evaluating each water rate option.

Analysis of Wastewater Fund Finances and Wastewater Rates

The determination of wastewater rates is accomplished through a similar approach. The four primary steps that are required in wastewater rate analysis are as follows:

1) **Determination of Annual Revenue Requirements for the Study Period**

The determination of wastewater revenue requirements is accomplished in the same manner as the water revenue requirements. NH Consulting will use the “cash-needs” basis for determination and will project costs into the five-year study period accounting for known and measurable changes and inflationary influences.

2) **Functionalize Revenue Requirements into Functional Cost Components**

Just as the water costs that the utility incurs are related to the demand the customers put on the water system, wastewater costs are related to the flow and strength of the wastewater returned to the system. The wastewater treatment process is dependent on both the strength of the wastewater and the volume of the wastewater treated. Thus, costs are related to these factors. Wastewater revenue requirements must be functionalized based on:

- **Flow Costs**– Costs incurred by the wastewater utility that can be directly related to the volume of wastewater treated. These costs include pumping costs and wastewater treatment plant capacity.
- **Strength** – Costs incurred by the utility that can be related to the strength of the wastewater treated, such as chemical costs. Strength costs can be further functionalized in terms of BOD, TSS, and NH₃, depending on the facility’s specific permit treatment parameters.
- **Customer Costs** – those costs associated with serving customers, irrespective of the amount or rate of wastewater treated.

3) **Allocation of Cost Components into Customer Classes**

The functionalized wastewater costs are then allocated to customer classes based on projected flow, and, in the case of surcharge design, strength.

4) **Design Wastewater Rates**

The design of wastewater rates is a complex task. This is due to the fact that most utilities do not meter wastewater, as they do water. Thus, best estimates must be made during the determination of billing units. This is a particularly sensitive task. It is imperative that a utility normalize the historical data to ensure they do not over-estimate billing units. Additionally, the Agency must adopt a policy for the determination of wastewater billing. Options include winter averaging and maximum fee capping.

WORK PLAN

The Project Team has put together a work plan that accomplishes the four steps of rate design and accomplishes the goals/objectives outlined by the Agency. NH Consulting's general approach to rate design is to first thoroughly understand the goals of the Utility and design rates which meet those goals. The Project Team will discuss rate design options and project goals with the Agency in a kick-off meeting, which will set the tone and direction of the project. Below is an outline of the general tasks to be completed during the conduct of this engagement.

Task Number	Task Name	Description	Deliverable (if any)
1	Revenue Requirement Determination	Development of Revenue Requirements for the base-year utilizing historical actual costs, Agency budgets, debt service schedules, capital improvement plans and information/input from Agency staff.	Detailed schedule outlining the base-year revenue requirement and the basis of development, assumptions, and adjustments will be provided to and reviewed with Agency staff in a work-paper document. Base year revenue requirements will be relied upon to develop five-year revenue requirements.
2	Allocation of Revenue Requirements Between Utilities	Base-year Revenue Requirements will then be allocated between the utilities based upon a variety of cost-causation factors. NH Consulting will rely upon input from Agency staff to ensure appropriate allocations have been made.	A detailed schedule which allocates the Revenue Requirements between the three utilities and the allocation factors utilized for each line-item will be identified and provided to Agency staff in a work-paper document. The project team will seek approval of the allocations. The results of this analysis will be incorporated into the five-year Revenue Requirement projections for each utility.
3	Development of Five-Year Revenue Requirement Forecast	Once the base year revenue requirements for the test year have been developed, NH Consulting will work with Agency staff to develop a five-year projection of revenue requirements for each utility. Known and measurable changes such as capital improvements, future debt issues and process changes, will be taken into account. The project team will work closely with Agency staff project these costs into the five-year planning period considering elements including, but not limited to, inflation, personnel changes, growth impacts, etc. Existing costs will be determined as well as the costs for the proposed CIP. O&M reserves repair and replacement	Detailed schedules outlining the five-year projection and the basic assumptions used to make those projections. These schedules will likely be included in the final report of the study.

4		reserves and debt service reserves will be established to coincide with the Agency's financial policies.	
	Functionalization of Revenue Requirements	Once revenue requirements have been determined and projected for the five-year study period, NH Consulting will functionalize each cost component into functional categories, based on that cost. Cost components for the water utility will be further functionalized into base, extra-capacity, and customer cost categories. Wastewater components will be functionalized into flow, treatment, and customer cost categories.	Cost functionalization work-paper schedules will be reviewed with Agency staff and will be relied upon for the allocation of costs to customer classes.
5	Customer Demand Analysis	NH Consulting will next examine the historical usage patterns of the Agency's current customer classes and will evaluate possible new customer classifications. NH Consulting will examine the usage patterns of the customer classes to determine their average and peak usage. The customer demand analysis is not only useful in cost allocations, it also enables the utility to make future revenue projections, as well as serve as a tool in water resource planning. In addition, NH Consulting will use this analysis to review the Agency's current customer classifications as to appropriateness.	Historical customer demands, average use, and peaking patterns will be provided to Agency staff in detailed work-papers for review and incorporation into the customer cost allocations and future use projections.
	Customer Count and Demand Projections	The next step in the analysis is to project future customer growth. NH Consulting will examine historical growth patterns, and discuss future growth with the Agency's utility and planning departments to make this projection. In addition, NH Consulting will analyze historical usage patterns and customer growth projections to project usage for the five-year study period.	Future projections of customer count and demands will be reviewed with Agency staff. The final report will summarize these projections and the basic assumptions utilized in making these projections.
7	Allocation of Cost Components to Customer Classes	Once NH Consulting has accurately functionalized costs into cost components and has analyzed customer demands, NH Consulting will be able to allocate costs to customer classes based on their usage patterns, and thus relative demands they place on utilities.	Detailed work-papers allocating costs to customer classes will be reviewed with Agency staff. The final report will summarize the results of the cost allocation analysis.

8	Rate Design	<p>The previous steps have allocated costs to customer classes based on their system demands and have projected customer demands, and thus billing units, into the future. The final step of the analysis is to design rates for the utilities. NH Consulting will first determine cost-of-service based rates for each customer class. Additionally, NH Consulting will provide alternative rate design options if deemed necessary. The ultimate rates recommended by the project team will be fair and equitable among customers; fully recover the costs associated with providing services; and will meet the goals of the Agency as defined in the project kick-off meeting.</p>	<p>The final rate design work papers will be reviewed with Agency staff. The recommended rate design will be incorporated into the final report.</p>
9	Preliminary Draft Report	<p>NH Consulting will prepare a preliminary draft report for the Agency that discusses the methodology used during the analyses, the critical assumptions made by the project team, and findings and recommendations. The project team will present the draft report to Agency staff for comment.</p>	<p>A draft report will be provided to Agency staff for comment/edits. Unless otherwise requested by the Agency, the draft report will be provided in an electronic, PDF format.</p>
10	Issuance of Final Report	<p>NH Consulting will incorporate the Agency's comments into the draft report, and will issue a final report to the Agency. This report would include an executive summary, which documents the findings and recommendations in a clear and concise manner.</p>	<p>The project team will provide the Agency with the final report.</p>
11	Presentation of Findings	<p>NH Consulting will present findings in up to two regularly scheduled or special called meetings/workshops or public hearings. Board and/or the public on the methodology, findings, and recommendations of the project.</p>	<p>NH Consulting typically presents findings with a Power-Point presentation, or similar format as deemed appropriate.</p>

ADDITIONAL ITEMS

In addressing the specific and unique aspects of the Agency, the project team will also:

1. **Develop Wholesale Base Fees:** NH Consulting will perform a capital cost allocation analysis and determine wholesale base fees. NH Consulting will update the previously performed capital cost allocation analysis to allocate actual capital costs, and planned capital costs to wholesale customers based upon the nature of the project (whether the project serves both wholesale and retail customers, or retail only customers and the location of the project) and each individual wholesale customer's reserved capacity on the system. The wholesale base fees will be determined based upon that capital allocation and structured to recover those costs, plus accrued interest over the life of the Agency's debt. This analysis will be conducted for all water and wastewater wholesale customers. The analysis will be based upon contractual amendments with each customer, and in a matter consist with prior practice of the Agency.
2. **Develop Wholesale Operating Cost Allocations and Wholesale Volumetric Fees:** NH Consulting will allocate annual operating costs to wholesale customers based upon services received by wholesale customers, and the individual customer's historical peaking on the system. Retail only costs will be removed from the wholesale customer analysis, as these costs are not associated with serving wholesale customers.
3. **Policy Work Sessions with the Agency Board:** To the extent necessary/desired by the Agency, NH Consulting will attend work sessions with the Agency Board in order to better understand the Board's policy initiatives such that rate recommendations can better match the Board's policies. If desired, NH Consulting can structure work session workshops that walk the Board through the many policy items of consideration in order to get feedback/direction from the Board on these issues. The types of policy issues to be considered may include, but would not be limited to:
 - Growth and policy alternatives to encourage/discourage growth – including the balance between revenue recovery through monthly fees (base and volumetric fees) and impact fees.
 - Wholesale customer service – including discussions related to the pros/cons of taking on new wholesale customers compared to serving only new retail customers.
 - Base fees and volumetric rates – including discussions related to the appropriate policies for the proportionate share of revenues to be recovered through base fees versus volumetric fees.
 - Tiered fees – including discussions related to the Agency's tiered fee structure and whether the tiered fees should be more/less aggressive for higher use levels.
 - Customer classes – including discussions as to whether the Agency's currently defined customer classification system is appropriate and reasonable.
4. **Development of Multiple What-If Scenarios/Rate Design Alternatives:** If necessary/desired by the Board, NH Consulting will develop various "what-if" scenarios and/or rate design alternatives for the Agency. These scenarios could include options such as an examination of the impact to the volumetric rates if the base fees are increased/decreased or what happens to the rates if the Agency changes the level of impact fees being charged from the current level of 90% to another level, etc. These will be determined based upon discussions with Agency staff and/or the Board as needed.

PROPOSED FEES

Based upon the scopes of services described herein, the proposed fees, plus of out-of pocket expenses for the conduct of this engagement are as follows:

Water and Wastewater Rate Study	\$	46,680
---------------------------------	----	--------

The project budget and scope of services presented herein reflect the project team's understanding of the Agency's specific needs. *The project team is willing to negotiate price based on an adjusted scope of services to meet the Agency's specific needs and budgetary limitations if deemed necessary.*

Services would be provided at a **guaranteed-not-to-exceed fee of \$46,680**, plus out of pocket expenses. NH Consulting would bill the Agency monthly based upon percentage completed.

Any additional work on this project outside of the established scope of services, and requested by the Agency, will be billed at NH Consulting's current standard hourly rates.

This proposal shall be effective for sixty (60) days following the date of issuance.

Timing & Fees



Nelisa Heddin

Nelisa Heddin Consulting, LLC
President

Professional Background

Nelisa Heddin is an industry expert in financial planning and management for water and wastewater utilities; specializing in cost of service and rate design studies, impact fee analysis, cost benefit analysis, and annual and long-term budgeting. Ms. Heddin has nearly 15 years experience in providing consulting services to utilities of all sizes throughout the Southwest. Among Ms. Heddin's most recent clients are the West Travis County Public Utility Agency, the City of Corinth, the City of Webster, the City of Southside Place, and Travis County WCID #17. Ms. Heddin has a Masters of Business Administration with a specialty in Finance. She is a Past-Chair of the Texas AWWA Rates and Charges Subcommittee and has been invited to speak at numerous industry functions regarding water and wastewater rates, rate design, water loss, and capital financing.

Education

B.S., Biology, New Mexico State University, 1996
MBA, Finance, New Mexico State University, 1999

Professional Affiliations

American Water Works Association
Past Chairman Texas AWWA Rates and Charges Subcommittee
Texas Municipal League
Texas Government Financial Officers Association

Sample of Relevant Project Experience

Cost of Service and Rate Design Projects

West Travis County Public Utility Agency
Travis County WCID #17
City of Midland, Texas
City of Corinth, Texas
City of Southside Place, Texas
La Ventana Water Co.
City of Friendswood, Texas
City of Bellmead, Texas
City of West, Texas
City of Midland, Texas
City of Cuero, Texas
City of Mexia, Texas
City of Wortham, Texas
Bistone Municipal Water Supply Corporation
Whiterock Water Supply Corporation
City of Copperas Cove, Texas
City of Del Rio, Texas
City of Krum, Texas
City of North Lake, Texas
City of Missouri City, Texas
City of Alamo Heights, Texas

City of Selma, Texas
City of Bonham, Texas
City of Cameron, Texas
City of Pecos, Texas
City of Pflugerville, Texas
City of Burnet, Texas
City of Idabel, Oklahoma
City of New Madrid, Missouri
Quail Valley Utility District
MB Wastewater Services, LLC
City of Richmond, Texas
Fair Management, LC
City of Lindale, Texas
City of Webster, Texas
City of Garland, Texas
City of Gladewater, Texas
City of Phoenix, Arizona
City of Garland, Texas
City of Hobbs, New Mexico
Eldorado Area Water and Sanitation District

Resume



Impact Fee Studies

West Travis County Public Utility Agency	City of Burnet, Texas
City of Southside Place, Texas	City of Corinth, Texas
City of Cuero, Texas	City of Missouri City, Texas

Valuation Analysis

Central Texas UDC	U.S. Navy	Green Valley Special Utility
West Travis County Public Utility Agency	City of Dallas, Texas	

Operations and Management Reviews

Quail Valley Utility District	City of Bastrop, Texas	City of Gladewater, Texas
City of Waco, Texas	City of Uvalde, Texas	City of Galveston, Texas

Other Projects

West Travis County Public Utility Agency – Financial Manager	City of Lakeway – Review of Utility Rates of Lakeway MUD
Central Texas UDC - Facilities Acquisition Negotiations	City of Bee Cave - Litigation Support and Expert Witness Testimony
Highland Lakes Firm Water Customer Cooperative – Review of LCRA Raw Water Rates	La Ventana - Litigation Support and Expert Witness Testimony
City of Georgetown/ Chisholm Trail SUD - Regionalization Feasibility	White Bluff Rate Payers - Litigation Support and Expert Witness Testimony
City of Georgetown - Contract Assignment Consents	Canyon Lake Rate Payers – Litigation Support and Expert Witness Testimony

Publications and Presentations

Texas H2O, November/December 2004, “Finding the Water: How to Cope with HB3338”
Office of Rural Community Affairs, 2004 – Water Related Training for Local Leaders
Texas Water, 2004 – Professional Paper - Water Audits, Water Loss and HB3338
Texas Rural Water Association Annual Conference 2002– Presentation – Encroachment Issues
Incode Education Forum, 2007 – Selling Utility Rate Studies
Texas Water, 2006 – Water Loss Determination
Munis Education Forum, 2006 – Utility Rate Analysis
Incode Education Forum, 2006 – Utility Rate Analysis
TAWWA Rate Seminar, 2010 - Utility Rate Analysis
GFOAT, 2005 – Capital Financing Seminar
GFOAT Gulf-Coast Chapter, 2005 – Presentation – The GFO’s Water Challenges

References

City of Corinth, Texas Cost of Service and Rate Design Study	
Project Description	In 2006, Nelisa Heddin conducted a Cost of Service and Rate Design study for the City of Corinth. As the City had difficulty getting rate recommendations passed in the past, Ms. Heddin worked closely with City staff to develop strategies that would ensure adoption by the City's elected officials and acceptance by the public. The analysis had to consider substantial capital improvements required on the system and developed rates to recover the revenues necessary to keep the system in compliance. Since the original analysis, Ms. Heddin has been invited to assist the City in evaluating rates in 2007, 2008, 2009, 2010 and 2014.
Project Completion	2006, 2007, 2008, 2009, 2010 and 2014
Project Highlights	Cost of Service and Rate Design Benchmarking Analysis Transitional Implementation Plan Capital Improvement Planning
Contact	Lee Ann Bunselmeyer City of Corinth, Texas Director of Finance (940) 498-3280 3300 Corinth Parkway Corinth, Texas 76208 lbunselmeyer@cityofcorinth.com

References



City of Southside Place, Texas

Cost of Service and Rate Design Study

Project Description	In 2008, Nelisa Heddin conducted a Cost of Service and Rate Design study for the City of Southside Place. The analysis evaluated the cost of providing services to residential and commercial customers and made recommendations to adjustments in rates based upon those costs. Ms. Heddin was asked to return in 2014 to conduct a follow-up study; she is scheduled to present recommendations to City Council in May, 2014.
Project Completion	2008, 2014
Project Highlights	Cost of Service and Rate Design Transitional Implementation Plan Capital Improvement Planning
Contact	David Moss City of Southside Place, Texas City Manager (713) 668-2341 6309 Edloe Ave Houston, Texas 77005 citymgr@southside-place.org

City of Webster, Texas

Cost of Service and Rate Design Study

Project Description	Nelisa Heddin started working with the City of Webster in 2004 when she conducted a Cost of Service and Rate Design study for the City. At that time, the City was not charging residential customers for water and wastewater services – they had a “live free in Webster” campaign. During the post-9/11 economic downturn, the City could no longer utilize tax-revenues to subsidize their utilities. Ms. Heddin worked closely with City staff to develop a transitional implementation plan which would slowly increase rates over time to achieve cost of service. Ms. Heddin has been asked to assist the City in subsequent studies in 2007 and 2013.
Project Completion	2004, 2007, 2013 and 2018
Project Highlights	Cost of Service and Rate Design Transitional Implementation Plan Capital Improvement Planning Public Education
Contact	Mike Rodgers, CPA City of Webster, Texas Director of Finance (281) 316-4102 101 Pennsylvania Ave Webster, Texas 77598 mrodgers@cityofwebster.com

ITEM J



February 8, 2021

Jennifer Reichers
General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Re: Impact Fee Study

Dear Ms. Reichers:

Nelisa Heddin Consulting, LLC (NH Consulting) is pleased to have the opportunity to assist the West Travis County Public Utility Agency (Agency) with conducting an impact fee study. This engagement would involve providing assistance throughout the Agency's evaluation of impact fees as directed by the Agency's General Manager, including, but not limited to:

- Assistance with development/update of Land Use Assumptions;
- Assistance with impact fee calculation;
- Development of impact fee report(s);
- Attendance at and participation in Impact Fee Advisory Committee (IFAC) meetings;
- Preparation of materials for IFAC and/or Board meetings as necessary;
- Participation in Board meetings and Public Hearings as necessary;
- Additional items related to determination of the Agency's impact fees as directed by the General Manager.

Cost Analysis

NH Consulting proposes to provide services on an as-needed basis, as requested by the Agency at our standard hourly rates, plus out-of-pocket expenses, at a guaranteed not to exceed fee of \$24,280.

NHC is pleased to offer these services. If this letter is in agreement with your understanding of the engagement and services to be provided, please sign one copy and return it to our office at, P.O. Box 341855, Lakeway, TX, 78734. If you have any questions concerning this engagement letter, please call Ms. Nelisa Heddin at (512) 589-1028.

Sincerely,

Nelisa Heddin
President

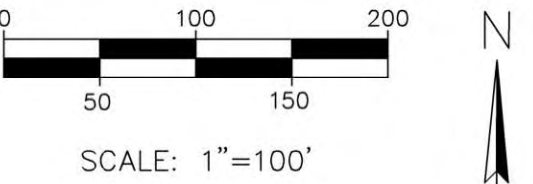
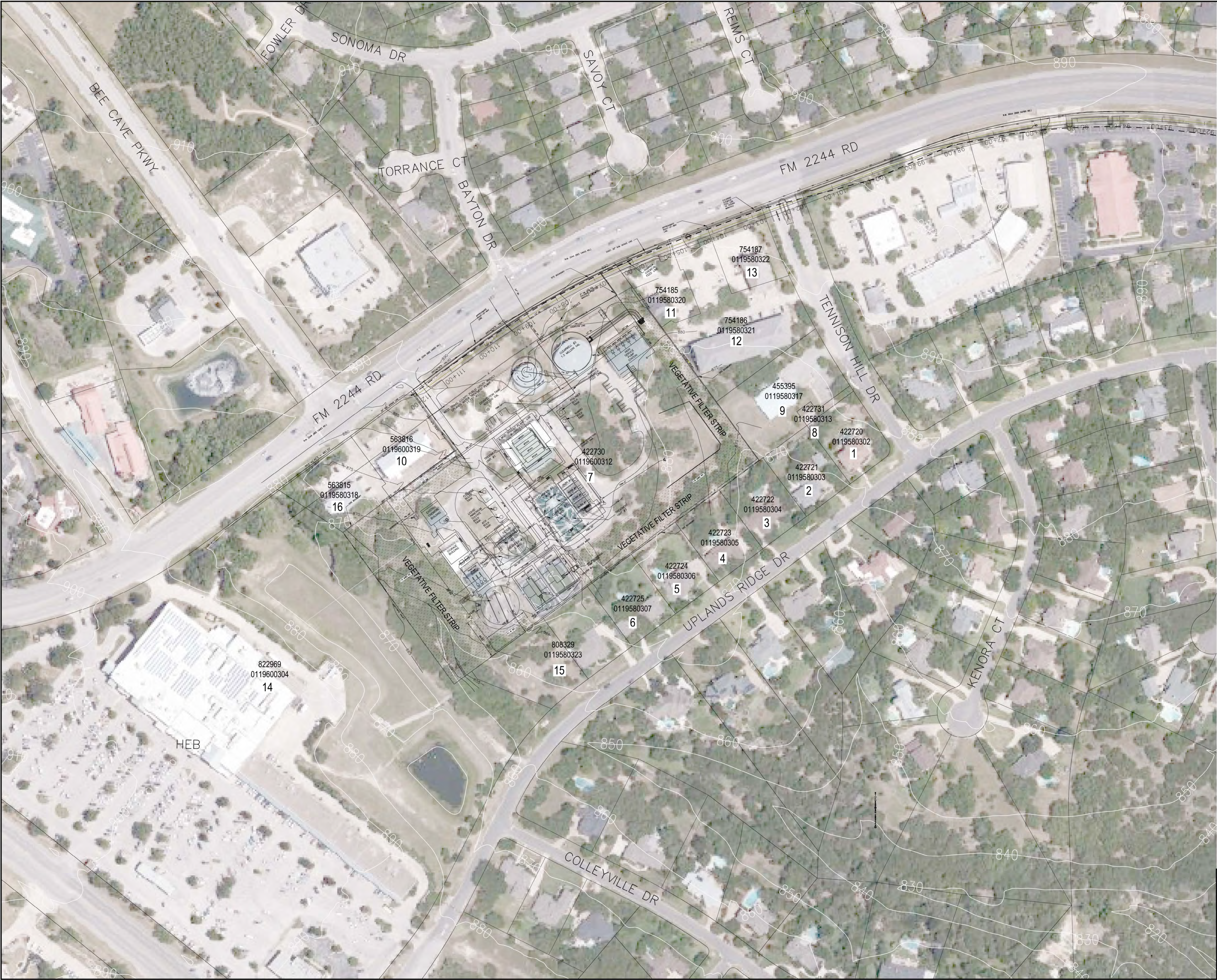
P.O. Box 341855 Lakeway TX 78734
Phone: 512-589-1028
Email: Nheddin@NelisaHeddinConsulting.com
NelisaHeddinConsulting.com

Agreed to this _____ day of _____, 2021

Signature

Title

ITEM K



1. PROPERTY ID: 422720
GEOGRAPHIC ID: 0119580302
LOCATION: 12000 UPLANDS RIDGE DR TX 78738
OWNER: MEYER-BRAUNS PHILIP & JENNIFER HOF
MAILING ADDRESS: 12000 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 2 BLK G UPLANDS PHS 1 THE
2. PROPERTY ID: 422721
GEOGRAPHIC ID: 0119580303
LOCATION: 12002 UPLANDS RIDGE DR TX 78738
OWNER: DUHADWAY CHARLES & DESIREE FOX DUHADWAY
MAILING ADDRESS: 12002 UPLANDS RIDGE DR AUSTIN, TX 78738-5016
LEGAL DESC: LOT 3 BLK G UPLANDS PHS 1 THE
3. PROPERTY ID: 422722
GEOGRAPHIC ID: 0119580304
LOCATION: 12004 UPLANDS RIDGE DR BEE CAVE, TX 78738
OWNER: AMBROSE DWIGHT & LYNN
MAILING ADDRESS: 12004 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 3 BLK G UPLANDS PHS 1 THE
4. PROPERTY ID: 422723
GEOGRAPHIC ID: 0119580305
LOCATION: 12006 UPLANDS RIDGE DR TX 78738
OWNER: SWAMINATHANARAYANAN & SOWMITA NARAYANAN
MAILING ADDRESS: 12006 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 5 BLK G UPLANDS PHS 1 THE
5. PROPERTY ID: 422724
GEOGRAPHIC ID: 0119580306
LOCATION: 12008 UPLANDS RIDGE DR BEE CAVE, TX 78738
OWNER: SUCHERMAN TODD & TAYLOR MILLS
MAILING ADDRESS: 12008 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 6 BLK G UPLANDS PHS 1 THE
6. PROPERTY ID: 422725
GEOGRAPHIC ID: 0119580307
LOCATION: 12010 UPLANDS RIDGE DR BEE CAVE, TX 78738
OWNER: WILSON STEPHEN H & MARY H
MAILING ADDRESS: 12010 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 7 BLK G UPLANDS PHS 1 THE
7. PROPERTY ID: 422730
GEOGRAPHIC ID: 0119580312
LOCATION: 12215 BEE CAVE RD TX 78746
OWNER: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
MAILING ADDRESS: %LOYD GOSSELINK ROCHELLE & TOWNSEND, PC
816 CONGRESS AVE STE 1900 AUSTIN, TX 78018-2478
LEGAL DESC: ABS 757 SUR 656 SEIFERT F ABS 692 SUR 152 SWISHER J ACR 11.157
8. PROPERTY ID: 422731
GEOGRAPHIC ID: 0119580313
LOCATION: TENNISON HILL DR TX 78733
OWNER: SOUTHWESTERN BELL TELEPHONE
MAILING ADDRESS: 1010 PINE, 9E-L-01 SAINT LOUIS, MO 63101
LEGAL DESC: .070 ACR OF LOT 1 BLK G UPLANDS PHS 1 THE
9. PROPERTY ID: 455395
GEOGRAPHIC ID: 0119580317
LOCATION: 3700 TENNISON HILL DR BEE CAVE, TX 78733
OWNER: CHEN XIAOMING
MAILING ADDRESS: 3700 TENNISON HILL DR BEE CAVE, TX 78738-5012
LEGAL DESC: LOT 18 BLK G UPLANDS PHS 1 THE RESUB OF LOT 1
10. PROPERTY ID: 563816
GEOGRAPHIC ID: 0119580319
LOCATION: 12221 F M RD 2244 TX 78738
OWNER: ST GERMAIN/MOORE PARTNERSHIP
MAILING ADDRESS: 2951 RANCH RD 620 S STE 216 AUSTIN, TX 78738-5631
LEGAL DESC: LOT 28 HEB/BEE CASE SUBD NO 2 REPLAT OF BLK A LOT 2
11. PROPERTY ID: 754185
GEOGRAPHIC ID: 0119580320
LOCATION: 12117 BEE CAVE RD 2 TX 78738
OWNER: ARCHER BENJAMIN LEE
MAILING ADDRESS: 12117 FM 2244 BLDG 2 BEE CAVE, TX 78738-5556
LEGAL DESC: LOT 1 UPLANDS PHS 1 THE RESUB OF LOT 1A BLK G OF RESUB OF LOT 1
12. PROPERTY ID: 754186
GEOGRAPHIC ID: 0119580321
LOCATION: 12117 BEE CAVE RD TX 78738
OWNER: HARHOS BEE CAVES LLC
MAILING ADDRESS: 12117 BEE CAVE RD STE 190 AUSTIN, TX 78738-5349
LEGAL DESC: LOT 3 UPLANDS PHS 1 THE RESUB OF LOT 1A BLK G OF RESUB OF LOT 1
13. PROPERTY ID: 754187
GEOGRAPHIC ID: 0119580322
LOCATION: 12117 BEE CAVE RD 1 TX 78738
OWNER: COUSTEAUS EDGE LLC
MAILING ADDRESS: PO BOX 161507 AUSTIN, TX 78716-1507
LEGAL DESC: LOT 2 UPLANDS PHS 1 THE RESUB OF LOT 1A BLK G OF RESUB OF LOT 1
14. PROPERTY ID: 822969
GEOGRAPHIC ID: 0119580304
LOCATION: 12400 W STATE HY 71 TX 78669
OWNER: SPC BEE CAVE PARTNERS LTD
MAILING ADDRESS: % BANK OF AMERICA NC1-001-03-81 101 N TRYON ST CHARLOTTE, NC 28246-0100
LEGAL DESC: 23.2072 AC OF LOT 1 BLK A HEB/BEE CAVE SUBD NO 3
15. PROPERTY ID: 808329
GEOGRAPHIC ID: 0119580323
LOCATION: 12012 UPLANDS RIDGE DR BEE CAVE, TX 78738
OWNER: GRIMM DARRYL & STACI N
MAILING ADDRESS: 12012 UPLANDS RIDGE DR BEE CAVE, TX 78738-5016
LEGAL DESC: LOT 8-A BLK G UPLANDS PHS 1 THE REPLAT OF LOTS 8&9
16. PROPERTY ID: 563815
GEOGRAPHIC ID: 0119580318
LOCATION: 12225 FM RD 2244, TX 78738
OWNER: UDS ONE LLC
MAILING ADDRESS: 1160 E COMMERCE ST STE 200 SAN ANTONIO, TX 78205-3342
LEGAL DESC: LOT 2A HEB/BEE CAVE SUBD NO 2 REPLAT OF BLK A LOT 2

**PRELIMINARY DRAWING
FOR PLANNING PURPOSES ONLY**



Murfee Engineering Company
Texas Registered Engineering Firm F-353
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204

**WEST TRAVIS COUNTY P.U.A.
WATER TREATMENT PLANT EXPANSION
ADJACENT OWNERS**

DATE: 2/11/2021	JOB NO. 11-051-154	SCALE: AS NOTED
DESIGNED BY: GWM	DRAWN BY: RLW	CHECKED BY: GWM

ITEM L

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Building D
Austin, Texas 78746
(512) 327-9204
Federal Tax ID #74-2742570

WTC Public Utility Agency
13215 Bee Cave Pkwy
Building B, Suite 110
Bee Cave, Texas 78738
generalmanager@wtcpua.org

Date: January 29, 2021

Project No.: MEC #11051-159

Project Name/Location: Water line Relocation/Darden Hill Road at Sawyer Ranch Road

Scope/Intent and Extent of Services: Prepare construction plans for relocation of the 16" & 8" water lines. Relocation required to accommodate new roundabout. Plans are proposed to be added to the County's contractor for the project by the County.

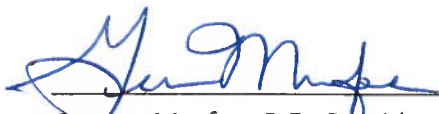
Fee Arrangement: Time and Materials

Estimated Fee: \$45,000

Terms and Conditions: The attached Terms and Conditions are a part of this Agreement.

Offered by:
MURFEE ENGINEERING CO., INC.

Accepted by:

 2-11-2021
George Murfee, P.E., President (Date)

(Signature) (Date)

TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

Certifications, Guarantees and Warranties:

MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

Design With Construction Administration:

If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. MEC shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

MEC shall not be responsible for any acts or omissions of the Contractor and MEC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Design Without Construction Administration:

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

Hazardous Materials – Suspension of Services:

Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

Betterment:

If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

Effective October 1st, 2016

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

ITEM M



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

February 18, 2021

DRAFT

Mr. Brian Faltesek, P.E.
LJA Engineering
7500 Rialto Blvd. Bldg. II, Ste. 150
Austin, TX 78735

Re: Preservation Ranch
Subdivision
8700 Madrone Ranch Trail
Austin, TX 78738
WTCPUA Project # 71-21-001

Dear Mr. Faltesek:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a single-family subdivision. Service Availability for thirty-three (33) LUE's of water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for thirty-three (33) LUE's of water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and operate the facilities.
6. Prior to release of water meters for the Proposed Development, the Developer shall submit close out

documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA, and pay all applicable fees due including engineering review fees and legal fees.

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

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

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

Sincerely,

Jennifer Riechers
General Manager

Mr. Brian Faltesek, P.E.

Page 3

February 18, 2021

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Tricia Altamirano
George Murfee, Murfee Engineering Inc.
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.

.

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(PRESERVATION RANCH)**

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 PRLT Partners, LLC (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 869 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

Section 1.1 **Definition of Terms:** In addition to the terms defined in the Recitals above, the words and phrases as used in this Agreement shall have the meanings set forth below:

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean PRLT Partners, LLC or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (o) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

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

Section 1.3 Interpretation. The singular form of any word used herein shall include the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender herein shall include all other genders, unless the context requires otherwise. This Agreement and

all of the terms and provisions hereof shall be construed so as to effectuate the purposes contemplated hereby and to sustain the validity hereof.

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 33 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 33 LUEs.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 Construction of Facilities. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV

COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to approve commencement of facilities construction or commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with WTCPUA Rules and Policies including:

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

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

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 33 LUEs.

Section 4.3. Reservation Fees. Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. **If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer.** Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 33 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 33 LUEs of water service runs with and is assigned to the Proposed Development.

Section 4.4 **Right of Access.** Developer agrees to provide the WTCPUA with immediate access to the Developer Facilities, or any other portion of the Developer Facilities, when required for the WTCPUA to construct, install, operate, repair, maintain, replace, inspect, or upgrade the Developer Facilities.

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 33 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or default involving the payment of money to WTCPUA within such thirty days or fails to cure or take reasonable steps to effectuate such a cure within thirty days if the breach or default does not involve the payment of money to WTCPUA and is not capable of being cured within thirty days, WTCPUA may terminate this Agreement upon written notice to Developer. Upon termination of this Agreement, including termination for nonpayment of Reservation Fees, WTCPUA will retain all payments made, if any, by Developer to the WTCPUA made under this Agreement and WTCPUA shall have no

duty to extend water service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

(b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such default or material breach after Developer has made written demand to cure the same and before Developer files suit to enforce the Agreement. In the event of default by WTCPUA, Developer may, as its sole and exclusive remedy either: (a) seek specific performance or a writ of mandamus from a court of competent jurisdiction compelling and requiring WTCPUA and its officers to observe and perform their obligations under this Agreement; or (b) if specific performance and a writ of mandamus are barred by governmental immunity, then pursue all other legal and equitable remedies. A breach is material if WTCPUA violates its obligations and responsibilities as set forth in this Agreement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 **Entire Agreement.** This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein, and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties respecting such matters. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

Section 6.2 Assignment. Developer may assign this Agreement only with the express written consent of the WTCPUA, which consent shall not be unreasonably withheld. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

Section 6.3 **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

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

Email: jriechers@wtcpua.org

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

Email: salbright@lglawfirm.com

Developer: _____

Email: _____

Section 6.4 Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a Court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

Section 6.5 Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this Agreement shall be in Travis County, Texas.

Section 6.6 Time is of the Essence. Time shall be of the essence in this Agreement.

Section 6.7 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

Section 6.8 Saturday, Sunday, or Legal Holiday. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

[Signature pages to follow]

DRAFT

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Walt Smith
Board of Directors

Date: _____

PRLT PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B
DEVELOPER FACILITIES

VII. STAFF REPORTS

ITEM A



General Manager's Report

February 18, 2021

Personnel Updates

Cody Strickland obtained his A Surface Water Operators License.

Significant Meeting Updates

Meeting with Dripping Springs WSC representatives regarding future service needs.

Meeting with Terrace representatives regarding project status.

Meeting with Travis County MUD 16 regarding wastewater deposits.

Updates

Late Fees/Disconnects

153 delinquent notices were mailed to Hwy. 71 customers on 1/21/21 with a disconnection date of 2/11/21. Disconnects were put on hold because of freezing temperatures.

175 delinquent notices were mailed to Hwy. 290 customers on 2/5/21 with a disconnection date of 2/24/21.

Executed Utility Conveyance Agreements

290 East Bush, Inc. (Ledgestone Commercial/Shops at Ledgestone) 1/22/21

CCNG, Hillside at Spanish Oaks 2/11/21

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

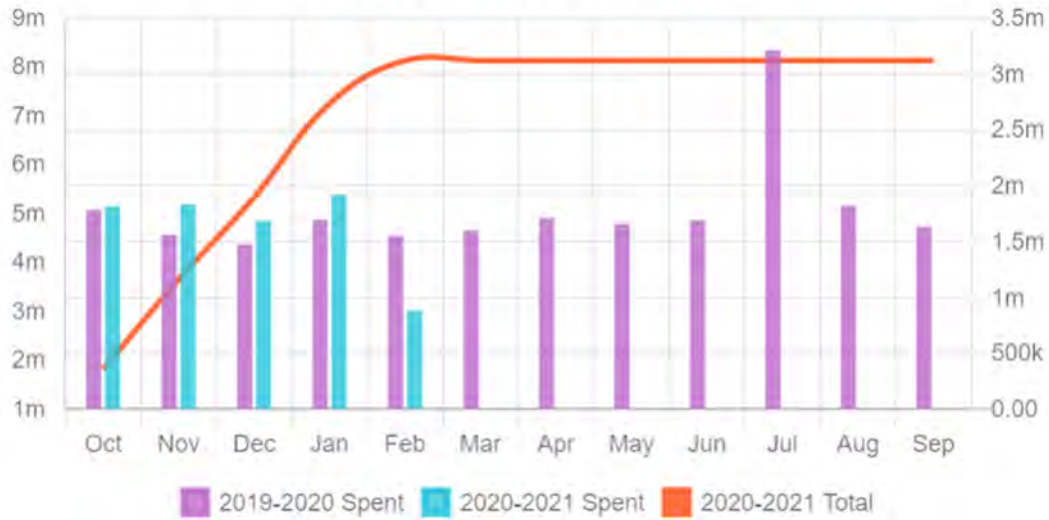
As Of: 01/31/2021

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Water Revenue	1,454,054.35	1,133,206.00	320,848.35	6,019,670.42	5,581,459.00	438,211.42	30	20,019,000.00	(13,999,329.58)	70
Wastewater Revenue	371,051.87	324,902.66	46,149.21	1,210,997.63	1,334,178.64	(123,181.01)	28	4,316,000.00	(3,105,002.37)	72
SER Project Revenue	88,822.80	126,916.64	(38,093.84)	586,615.01	507,666.56	78,948.45	39	1,523,000.00	(936,384.99)	61
Other Income	3,710.00	3,750.00	(40.00)	16,121.30	15,000.00	1,121.30	36	45,000.00	(28,878.70)	64
Investment Income, Net	2,722.15	10,833.33	(8,111.18)	11,877.82	43,333.32	(31,455.50)	9	130,000.00	(118,122.18)	91
TOTAL REVENUE	1,920,361.17	1,599,608.63	320,752.54	7,845,282.18	7,481,637.52	363,644.66	30	26,033,000.00	(18,187,717.82)	70
EXPENSE SUMMARY										
Water	305,919.46	275,767.90	(30,151.56)	1,268,149.79	1,282,628.60	14,478.81	30	4,272,174.00	(3,004,024.21)	70
Wastewater	229,754.22	239,688.27	9,934.05	605,483.60	695,874.08	90,390.48	32	1,907,914.00	(1,302,430.40)	68
Electromechanical	49,448.87	45,546.38	(3,902.49)	147,205.60	189,585.52	42,379.92	27	554,129.00	(406,923.40)	73
Line Maintenance	88,669.77	57,369.60	(31,300.17)	236,558.22	244,678.40	8,120.18	34	703,859.00	(467,300.78)	66
SER Projects	10,883.00	13,333.34	2,450.34	45,648.37	53,333.36	7,684.99	29	160,000.00	(114,351.63)	71
Engineering	25,684.65	18,191.58	(7,493.07)	76,602.07	73,066.32	(3,535.75)	35	218,686.00	(142,083.93)	65
Customer Service	66,083.86	52,831.46	(13,252.40)	234,312.41	232,125.84	(2,186.57)	36	654,828.00	(420,515.59)	64
Information Technology	27,144.12	25,663.28	(1,480.84)	172,220.17	190,168.12	17,947.95	44	395,539.00	(223,318.83)	56
Admin	1,114,466.58	1,093,504.65	(20,961.93)	4,463,852.83	4,543,518.60	79,665.77	27	16,341,685.00	(11,877,832.17)	73
TOTAL EXPENSE	1,918,054.53	1,821,896.46	(96,158.07)	7,250,033.06	7,504,978.84	254,945.78	29	25,208,814.00	17,958,780.94	71
REVENUE OVER/(UNDER) EXPENDITURE	2,306.64	(222,287.83)	224,594.47	595,249.12	(23,341.32)	618,590.44		824,186.00	(36,146,498.76)	

Monthly Expenditure

2020-2021 & 2019-2020 • By Funds • By Department



Monthly Revenue

2020-2021 & 2019-2020 • By Funds • By Department



Balance Sheet-All Funds

Account Summary

As Of 01/31/2021

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 12,892,790	\$ 1,334,332	\$ 2,666,684	\$ 6,973,690	\$ -	\$ 4,743,512	\$ 28,611,008
11 - Investments	3,251,625	3,221,287	6,187,022	13,369,107	26,058,065	30,652,411	82,739,517
12 - Receivables	1,718,688	-	-	-	-	203,285	1,921,973
15 - Due from Other Funds	17,439,991	-	1,882,022	-	4,679,194	284,054	24,285,261
17 - Deposits	16,087	-	-	-	45,438	-	61,525
Total Asset:	\$ 35,319,181	\$ 4,555,619	\$ 10,735,728	\$ 20,342,797	\$ 30,782,697	\$ 35,883,262	\$ 137,619,284
Liability							
30 - Accounts Payable	\$ 388,100	\$ -	\$ 187,209	\$ -	\$ 1,029,946	\$ -	\$ 1,605,255
31 - Refundable Deposits	1,136,252	-	-	-	-	-	1,136,252
32 - Other Accrued Liabilities	251,277	-	-	-	-	-	251,277
35 - Due to Other Funds	6,845,271	-	2,208,201	-	15,150,095	81,694	24,285,261
Total Liability:	8,620,900	-	2,395,410	-	16,180,041	81,694	27,278,045
Equity							
50 - Fund Balances	26,103,032	4,213,293	8,203,645	14,886,403	18,256,013	35,276,210	106,938,596
Total Beginning Equity:	26,103,032	4,213,293	8,203,645	14,886,403	18,256,013	35,276,210	106,938,596
Total Revenue	7,845,282	342,326	691,270	5,456,394	76,769	3,250,666	17,662,707
Total Expense	7,250,033	-	554,597	-	3,730,126	2,725,308	14,260,064
Revenues Over/Under Expenses	595,249	342,326	136,673	5,456,394	(3,653,357)	525,358	3,402,643
Total Equity and Current Surplus (Deficit):	26,698,281	4,555,619	8,340,318	20,342,797	14,602,656	35,801,568	110,341,239
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 35,319,181	\$ 4,555,619	\$ 10,735,728	\$ 20,342,797	\$ 30,782,697	\$ 35,883,262	\$ 137,619,284

Income Statement-All Funds

Account Summary

For the Period Ending 01/31/2021

	10	20	30	40	50	60	Total
	General Fund	Rate Stabilization Fund	Facilities Fund	Debt Service Fund	Capital Projects Fund	Impact Fee Fund	
Revenue							
60 - Water Revenue	\$ 6,019,670	\$ -	\$ -	\$ -	\$ -	\$ 3,055,751	\$ 9,075,421
61 - Wastewater Revenue	1,210,998	-	-	-	-	104,318	1,315,316
62 - SER Project Revenue	586,615	-	-	-	-	-	586,615
68 - Other Income	16,121	-	-	-	-	-	16,121
69 - Investment Income, Net	11,878	8,993	19,187	42,753	76,769	90,597	250,177
90 - Other Financing Sources (Uses)	-	333,333	672,083	5,413,641	-	-	6,419,057
Revenue Total:	7,845,282	342,326	691,270	5,456,394	76,769	3,250,666	17,662,707
Expense							
70 - Water Expense	1,277,454	-	-	-	-	-	1,277,454
71 - Wastewater Expense	614,637	-	-	-	-	-	614,637
72 - Shared Operations Expense	385,266	-	-	-	-	-	385,266
74 - SER Project Expense	45,648	-	-	-	-	-	45,648
79 - Shared Admin Expense	1,233,278	-	-	-	-	-	1,233,278
80 - Capital Outlay	-	-	554,597	-	3,730,126	-	4,284,723
88 - Debt Service	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	3,693,750	-	-	-	-	2,725,308	6,419,058
Expense Total:	7,250,033	-	554,597	-	3,730,126	2,725,308	14,260,064
Current Surplus (Deficit):	\$ 595,249	\$ 342,326	\$ 136,673	\$ 5,456,394	\$ (3,653,357)	\$ 525,358	\$ 3,402,643

Project Activity vs Budget Report

Capital Projects Fund

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
50-10-8101	Uplands WTP Expansion Ph 1	Capital Outlay-Projects	CIP-Water-System-Wide	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108101	Design & Admin Cost		1,485,000.00	575,000.00	0.00	7,690.00	7,690.00	567,310.00
208101	Construction Cost		12,000,000.00	0.00	0.00	0.00	0.00	0.00
308101	Other Cost		50,000.00	0.00	0.00	0.00	0.00	0.00
	Total Expenses:		13,535,000.00	575,000.00	0.00	7,690.00	7,690.00	567,310.00
	50-10-8101 Total:		13,535,000.00	575,000.00	0.00	7,690.00	7,690.00	567,310.00
50-10-8107	Raw Water Transmission Main #2	Capital Outlay-Projects	CIP-Water-System-Wide	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108107	Design & Admin Cost		1,074,344.00	27,685.00	1,046,656.71	16,760.01	1,063,416.72	10,924.99
208107	Construction Cost		4,877,653.00	157,162.00	4,720,491.00	115,340.15	4,835,831.15	41,821.85
308107	Other Cost		221,284.00	0.00	221,283.91	0.00	221,283.91	0.00
	Total Expenses:		6,173,281.00	184,847.00	5,988,431.62	132,100.16	6,120,531.78	52,746.84
	50-10-8107 Total:		6,173,281.00	184,847.00	5,988,431.62	132,100.16	6,120,531.78	52,746.84
50-10-8108	Raw Water TM #2 Chlorine Injection Im...	Capital Outlay-Projects	CIP-Water-System-Wide	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108108	Design & Admin Cost		143,885.00	117,316.00	26,579.57	28,546.26	55,125.83	88,769.74
	Total Expenses:		143,885.00	117,316.00	26,579.57	28,546.26	55,125.83	88,769.74
	50-10-8108 Total:		143,885.00	117,316.00	26,579.57	28,546.26	55,125.83	88,769.74
50-10-8109	Water Dist System Model Update & Cali...	CPF Other Operational Expense-Water	CIP-Water-System-Wide	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108109	Design & Admin Cost		217,000.00	109,520.00	96,255.10	8,110.00	104,365.10	101,410.00
	Total Expenses:		217,000.00	109,520.00	96,255.10	8,110.00	104,365.10	101,410.00
	50-10-8109 Total:		217,000.00	109,520.00	96,255.10	8,110.00	104,365.10	101,410.00
50-10-8110	Additional Water Supply Development	CPF Other Operational Expense-Water	CIP-Water-System-Wide	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108110	Design & Admin Cost		1,020,000.00	100,000.00	19,996.65	0.00	19,996.65	100,000.00

Project Activity vs Budget Report

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
		Total Expenses:	1,020,000.00	100,000.00	19,996.65	0.00	19,996.65	100,000.00
		50-10-8110 Total:	1,020,000.00	100,000.00	19,996.65	0.00	19,996.65	100,000.00
50-10-8201	HPR Conversion & Upgrade to 1500 gpm	Capital Outlay-Projects	CIP-Water-71 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108201	Design & Admin Cost	100,875.00	19,820.00	82,886.70	12,279.22	95,165.92	7,540.78	
208201	Construction Cost	273,618.00	273,618.00	0.00	268,617.49	268,617.49	5,000.51	
		Total Expenses:	374,493.00	293,438.00	82,886.70	280,896.71	363,783.41	12,541.29
		50-10-8201 Total:	374,493.00	293,438.00	82,886.70	280,896.71	363,783.41	12,541.29
50-10-8202	HPR Pump Station GST 2 Ph 1	Capital Outlay-Projects	CIP-Water-71 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108202	Design & Admin Cost	187,688.00	127,706.00	59,008.97	5,135.00	64,143.97	122,571.00	
208202	Construction Cost	1,600,000.00	1,600,000.00	0.00	0.00	0.00	1,600,000.00	
308202	Other Cost	0.00	0.00	1,150.00	0.00	1,150.00	0.00	
		Total Expenses:	1,787,688.00	1,727,706.00	60,158.97	5,135.00	65,293.97	1,722,571.00
		50-10-8202 Total:	1,787,688.00	1,727,706.00	60,158.97	5,135.00	65,293.97	1,722,571.00
50-10-8204	West Bee Cave Pump Station Upgrades	Capital Outlay-Projects	CIP-Water-71 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108204	Design & Admin Cost	82,200.00	43,545.00	38,676.12	6,984.04	45,660.16	36,560.96	
208204	Construction Cost	172,000.00	172,000.00	0.00	0.00	0.00	172,000.00	
		Total Expenses:	254,200.00	215,545.00	38,676.12	6,984.04	45,660.16	208,560.96
		50-10-8204 Total:	254,200.00	215,545.00	38,676.12	6,984.04	45,660.16	208,560.96
50-10-8205	1080 Bee Cave Transmission Main	Capital Outlay-Projects	CIP-Water-71 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108205	Design & Admin Cost	710,640.00	333,473.00	259,675.38	11,205.00	270,880.38	322,268.00	
208205	Construction Cost	4,257,000.00	2,128,000.00	0.00	0.00	0.00	2,128,000.00	
		Total Expenses:	4,967,640.00	2,461,473.00	259,675.38	11,205.00	270,880.38	2,450,268.00
		50-10-8205 Total:	4,967,640.00	2,461,473.00	259,675.38	11,205.00	270,880.38	2,450,268.00
50-10-8207	Home Depot Pump Station Expansion &...	Capital Outlay-Projects	CIP-Water-71 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108207	Design & Admin Cost	47,000.00	47,000.00	0.00	0.00	0.00	47,000.00	
208207	Construction Cost	241,000.00	241,000.00	0.00	0.00	0.00	241,000.00	

Project Activity vs Budget Report

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status			
		Total Expenses:	288,000.00	288,000.00	0.00	0.00	0.00
		50-10-8207 Total:	288,000.00	288,000.00	0.00	0.00	0.00
50-10-8301	Southwest Pkwy PS GST 1 & 2 Upgrade ...	Capital Outlay-Projects	CIP-Water-290 System	Open			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108301	Design & Admin Cost	386,500.00	93,910.00	292,589.95	38,301.67	330,891.62	55,608.33
208301	Construction Cost	2,899,675.00	2,626,553.00	273,121.95	1,055,936.10	1,329,058.05	1,570,616.90
308301	Other Cost	42,700.00	8,000.00	41,872.24	7,327.03	49,199.27	672.97
	Total Expenses:	3,328,875.00	2,728,463.00	607,584.14	1,101,564.80	1,709,148.94	1,626,898.20
	50-10-8301 Total:	3,328,875.00	2,728,463.00	607,584.14	1,101,564.80	1,709,148.94	1,626,898.20
50-10-8305	1240 Conversion/Water Line	Capital Outlay-Projects	CIP-Water-290 System	Open			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108305	Design & Admin Cost	241,860.00	112,946.00	129,569.07	31,563.75	161,132.82	81,382.25
208305	Construction Cost	2,400,000.00	2,400,000.00	0.00	0.00	0.00	2,400,000.00
	Total Expenses:	2,641,860.00	2,512,946.00	129,569.07	31,563.75	161,132.82	2,481,382.25
	50-10-8305 Total:	2,641,860.00	2,512,946.00	129,569.07	31,563.75	161,132.82	2,481,382.25
50-10-8309	1340 Pump Station Upgrade	Capital Outlay-Projects	CIP-Water-290 System	Open			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108309	Design & Admin Cost	315,916.00	99,610.00	216,304.78	15,896.10	232,200.88	83,713.90
208309	Construction Cost	1,915,765.00	1,915,765.00	0.00	0.00	0.00	1,915,765.00
	Total Expenses:	2,231,681.00	2,015,375.00	216,304.78	15,896.10	232,200.88	1,999,478.90
	50-10-8309 Total:	2,231,681.00	2,015,375.00	216,304.78	15,896.10	232,200.88	1,999,478.90
50-10-8312	1340 Conversion WL-Sawyer Ranch	Capital Outlay-Projects	CIP-Water-290 System	Open			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108312	Design & Admin Cost	110,000.00	30,000.00	67,555.01	13,925.00	81,480.01	16,075.00
208312	Construction Cost	661,000.00	661,000.00	0.00	0.00	0.00	661,000.00
308312	Other Cost	31,400.00	19,400.00	31,395.01	0.00	31,395.01	19,400.00
	Total Expenses:	802,400.00	710,400.00	98,950.02	13,925.00	112,875.02	696,475.00
	50-10-8312 Total:	802,400.00	710,400.00	98,950.02	13,925.00	112,875.02	696,475.00
50-10-8313	1420 Pump Station Upgrade 290 County...	Capital Outlay-Projects	CIP-Water-290 System	Open			
Expenses			Date Range	Beginning		Ending	Budget
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108313	Design & Admin Cost	92,090.00	57,627.00	34,462.50	5,638.75	40,101.25	51,988.25
208313	Construction Cost	315,000.00	315,000.00	0.00	0.00	0.00	315,000.00

Project Activity vs Budget Report

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
		Total Expenses:	407,090.00	372,627.00	34,462.50	5,638.75	40,101.25	366,988.25
		50-10-8313 Total:	407,090.00	372,627.00	34,462.50	5,638.75	40,101.25	366,988.25
50-10-8315	Circle Drive Pump Station	Capital Outlay-Projects	CIP-Water-290 System	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108315	Design & Admin Cost	396,000.00	396,000.00	0.00	0.00	0.00	396,000.00	
208315	Construction Cost	3,564,000.00	0.00	0.00	0.00	0.00	0.00	
	Total Expenses:	3,960,000.00	396,000.00	0.00	0.00	0.00	396,000.00	
	50-10-8315 Total:	3,960,000.00	396,000.00	0.00	0.00	0.00	396,000.00	
50-20-8403	Bohls WWTP Expansion	Capital Outlay-Projects	CIP-Wastewater	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108403	Design & Admin Cost	481,000.00	225,725.00	236,313.45	13,217.50	249,530.95	212,507.50	
208403	Construction Cost	4,800,000.00	2,800,000.00	20,503.75	0.00	20,503.75	2,800,000.00	
308403	Other Cost	0.00	0.00	4,500.00	0.00	4,500.00	0.00	
	Total Expenses:	5,281,000.00	3,025,725.00	261,317.20	13,217.50	274,534.70	3,012,507.50	
	50-20-8403 Total:	5,281,000.00	3,025,725.00	261,317.20	13,217.50	274,534.70	3,012,507.50	
50-20-8405	Effluent Disposal	CPF Other Operational Expense-Wast...	CIP-Wastewater	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
208405	Construction Cost	590,000.00	590,000.00	0.00	0.00	0.00	590,000.00	
	Total Expenses:	590,000.00	590,000.00	0.00	0.00	0.00	590,000.00	
	50-20-8405 Total:	590,000.00	590,000.00	0.00	0.00	0.00	590,000.00	
50-20-8407	Beneficial Recycling Facility	Capital Outlay-Projects	CIP-Wastewater	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
108407	Design & Admin Cost	475,000.00	151,599.00	323,400.21	875.00	324,275.21	150,724.00	
208407	Construction Cost	3,485,000.00	1,394,000.00	0.00	0.00	0.00	1,394,000.00	
	Total Expenses:	3,960,000.00	1,545,599.00	323,400.21	875.00	324,275.21	1,544,724.00	
	50-20-8407 Total:	3,960,000.00	1,545,599.00	323,400.21	875.00	324,275.21	1,544,724.00	
50-99-8501	Developer Reimbursements	Developer Reimbursements	Developer Reimburse...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining	
508501	Developer Reimbursement	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00	
	Total Expenses:	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00	
	50-99-8501 Total:	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00	

Summary

Project Summary

Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
50-10-8101	Uplands WTP Expansion Ph 1	13,535,000.00	575,000.00	0.00	7,690.00	7,690.00	567,310.00
50-10-8107	Raw Water Transmission Main #2	6,173,281.00	184,847.00	5,988,431.62	132,100.16	6,120,531.78	52,746.84
50-10-8108	Raw Water TM #2 Chlorine Injection Im...	143,885.00	117,316.00	26,579.57	28,546.26	55,125.83	88,769.74
50-10-8109	Water Dist System Model Update & Cali...	217,000.00	109,520.00	96,255.10	8,110.00	104,365.10	101,410.00
50-10-8110	Additional Water Supply Development	1,020,000.00	100,000.00	19,996.65	0.00	19,996.65	100,000.00
50-10-8201	HPR Conversion & Upgrade to 1500 gpm	374,493.00	293,438.00	82,886.70	280,896.71	363,783.41	12,541.29
50-10-8202	HPR Pump Station GST 2 Ph 1	1,787,688.00	1,727,706.00	60,158.97	5,135.00	65,293.97	1,722,571.00
50-10-8204	West Bee Cave Pump Station Upgrades	254,200.00	215,545.00	38,676.12	6,984.04	45,660.16	208,560.96
50-10-8205	1080 Bee Cave Transmission Main	4,967,640.00	2,461,473.00	259,675.38	11,205.00	270,880.38	2,450,268.00
50-10-8207	Home Depot Pump Station Expansion &...	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00
50-10-8301	Southwest Pkwy PS GST 1 & 2 Upgrade ...	3,328,875.00	2,728,463.00	607,584.14	1,101,564.80	1,709,148.94	1,626,898.20
50-10-8305	1240 Conversion/Water Line	2,641,860.00	2,512,946.00	129,569.07	31,563.75	161,132.82	2,481,382.25
50-10-8309	1340 Pump Station Upgrade	2,231,681.00	2,015,375.00	216,304.78	15,896.10	232,200.88	1,999,478.90
50-10-8312	1340 Conversion WL-Sawyer Ranch	802,400.00	710,400.00	98,950.02	13,925.00	112,875.02	696,475.00
50-10-8313	1420 Pump Station Upgrade 290 County...	407,090.00	372,627.00	34,462.50	5,638.75	40,101.25	366,988.25
50-10-8315	Circle Drive Pump Station	3,960,000.00	396,000.00	0.00	0.00	0.00	396,000.00
50-20-8403	Bohls WWTP Expansion	5,281,000.00	3,025,725.00	261,317.20	13,217.50	274,534.70	3,012,507.50
50-20-8405	Effluent Disposal	590,000.00	590,000.00	0.00	0.00	0.00	590,000.00
50-20-8407	Beneficial Recycling Facility	3,960,000.00	1,545,599.00	323,400.21	875.00	324,275.21	1,544,724.00
50-99-8501	Developer Reimbursements	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00
Report Total:		59,808,576.00	23,425,451.00	9,684,753.44	3,730,126.07	13,414,879.51	19,695,324.93

Group Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Capital Outlay-Projects	50,137,093.00	19,170,460.00	8,127,996.28	1,655,238.07	9,783,234.35	17,515,221.93
CPF Other Operational Expense-Waste...	590,000.00	590,000.00	0.00	0.00	0.00	590,000.00
CPF Other Operational Expense-Water	1,237,000.00	209,520.00	116,251.75	8,110.00	124,361.75	201,410.00
Developer Reimbursements	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00
Report Total:	59,808,576.00	23,425,451.00	9,684,753.44	3,730,126.07	13,414,879.51	19,695,324.93

Type Summary

Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
CIP-Wastewater	9,831,000.00	5,161,324.00	584,717.41	14,092.50	598,809.91	5,147,231.50
CIP-Water-290 System	13,371,906.00	8,735,811.00	1,086,870.51	1,168,588.40	2,255,458.91	7,567,222.60
CIP-Water-71 System	7,672,021.00	4,986,162.00	441,397.17	304,220.75	745,617.92	4,681,941.25
CIP-Water-System-Wide	21,089,166.00	1,086,683.00	6,131,262.94	176,446.42	6,307,709.36	910,236.58
Developer Reimbursements	7,844,483.00	3,455,471.00	1,440,505.41	2,066,778.00	3,507,283.41	1,388,693.00
Report Total:	59,808,576.00	23,425,451.00	9,684,753.44	3,730,126.07	13,414,879.51	19,695,324.93

Project Activity vs Budget Report

Facilities Fund

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
30-10-8004	Uplands WTP Office/Trident Building Ph...	Capital Outlay-Projects	Facilities-Water-Rehab...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108004	Design & Admin Cost		80,725.00	74,980.00	5,745.00	13,490.00	67,235.00	
208004	Construction Cost		850,000.00	850,000.00	0.00	0.00	850,000.00	
308004	Other Cost		1,500.00	1,500.00	0.00	0.00	1,500.00	
	Total Expenses:		932,225.00	926,480.00	5,745.00	13,490.00	918,735.00	
	30-10-8004 Total:		932,225.00	926,480.00	5,745.00	13,490.00	918,735.00	
30-10-8012	Leak Detection Preventive Maintenance	FAC Other Operational Expense-Water	Facilities-Water-Major...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
408012	Leak Detection Preventive Maint...		300,000.00	100,000.00	31,910.00	31,910.00	100,000.00	
	Total Expenses:		300,000.00	100,000.00	31,910.00	31,910.00	100,000.00	
	30-10-8012 Total:		300,000.00	100,000.00	31,910.00	31,910.00	100,000.00	
30-10-8013	Permanganate Injection Relocation	Capital Outlay-Projects	Facilities-Water-Rehab...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108013	Design & Admin Cost		317,000.00	317,000.00	0.00	18,070.00	298,930.00	
	Total Expenses:		317,000.00	317,000.00	0.00	18,070.00	298,930.00	
	30-10-8013 Total:		317,000.00	317,000.00	0.00	18,070.00	298,930.00	
30-10-8016	Telecom Improvements btw Uplands W...	Capital Outlay-Projects	Facilities-Water-Rehab...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
108016	Design & Admin Cost		10,000.00	10,000.00	0.00	4,795.03	5,204.97	
	Total Expenses:		10,000.00	10,000.00	0.00	4,795.03	5,204.97	
	30-10-8016 Total:		10,000.00	10,000.00	0.00	4,795.03	5,204.97	
30-10-8017	Water Treatment Solids Management ...	FAC Other Operational Expense-Water	Facilities-Water-Other	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
408017	Water Treatment Solids Manag...		57,000.00	14,176.00	42,823.75	46,570.00	10,429.75	
	Total Expenses:		57,000.00	14,176.00	42,823.75	46,570.00	10,429.75	

Project Activity vs Budget Report

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
		30-10-8017 Total:	57,000.00	14,176.00	42,823.75	3,746.25	46,570.00	10,429.75
30-10-8030	Water System Large M&R	FAC Other Operational Expense-Water	Facilities-Water-Major...	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
408030	Water System Large M&R		3,287,000.00	908,500.00	158,517.20	128,070.12	286,587.32	780,429.88
	Total Expenses:		3,287,000.00	908,500.00	158,517.20	128,070.12	286,587.32	780,429.88
	30-10-8030 Total:		3,287,000.00	908,500.00	158,517.20	128,070.12	286,587.32	780,429.88
30-10-8050	Meters	FAC Other Operational Expense-Water	Facilities-Water-Meters	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
408050	Meters		890,000.00	125,000.00	61,071.81	113,189.70	174,261.51	11,810.30
	Total Expenses:		890,000.00	125,000.00	61,071.81	113,189.70	174,261.51	11,810.30
	30-10-8050 Total:		890,000.00	125,000.00	61,071.81	113,189.70	174,261.51	11,810.30
30-20-8008	I & I Study & Master Plan	FAC Other Operational Expense-Wast...	Facilities-Wastewater-O...	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108008	Design & Admin Cost		400,000.00	200,000.00	222,608.50	22,746.50	245,355.00	177,253.50
	Total Expenses:		400,000.00	200,000.00	222,608.50	22,746.50	245,355.00	177,253.50
	30-20-8008 Total:		400,000.00	200,000.00	222,608.50	22,746.50	245,355.00	177,253.50
30-20-8011	Wastewater Solids Management Master...	FAC Other Operational Expense-Wast...	Facilities-Wastewater-O...	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
408011	Wastewater Solids Management...		140,735.00	77,488.00	63,246.19	0.00	63,246.19	77,488.00
	Total Expenses:		140,735.00	77,488.00	63,246.19	0.00	63,246.19	77,488.00
	30-20-8011 Total:		140,735.00	77,488.00	63,246.19	0.00	63,246.19	77,488.00
30-20-8014	Lake Pointe Influent LS Rehab	Capital Outlay-Projects	Facilities-Wastewater-R...	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108014	Design & Admin Cost		42,640.00	37,057.00	5,583.19	3,930.00	9,513.19	33,127.00
208014	Construction Cost		269,360.00	269,360.00	0.00	0.00	0.00	269,360.00
	Total Expenses:		312,000.00	306,417.00	5,583.19	3,930.00	9,513.19	302,487.00
	30-20-8014 Total:		312,000.00	306,417.00	5,583.19	3,930.00	9,513.19	302,487.00
30-20-8015	Lift Station #9 Rehab	Capital Outlay-Projects	Facilities-Wastewater-R...	Open				
Expenses				Date Range	Beginning		Ending	Budget
Account Key	Account Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
108015	Design & Admin Cost		93,000.00	53,748.00	41,088.89	4,736.76	45,825.65	49,011.24

Project Activity vs Budget Report

Date Range: 10/01/2020 - 01/31/2021

Project Number	Project Name	Group	Project Type	Status				
208015	Construction Cost		487,000.00	487,000.00	0.00	0.00	0.00	487,000.00
	Total Expenses:		580,000.00	540,748.00	41,088.89	4,736.76	45,825.65	536,011.24
	30-20-8015 Total:		580,000.00	540,748.00	41,088.89	4,736.76	45,825.65	536,011.24
30-20-8031	Wastewater System Large M&R	FAC Other Operational Expense-Wast...	Facilities-Wastewater-...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
408031	Wastewater System Large M&R		4,186,000.00	1,158,250.00	15,305.85	129,086.03	144,391.88	1,029,163.97
	Total Expenses:		4,186,000.00	1,158,250.00	15,305.85	129,086.03	144,391.88	1,029,163.97
	30-20-8031 Total:		4,186,000.00	1,158,250.00	15,305.85	129,086.03	144,391.88	1,029,163.97
30-90-8009	SCADA	Capital Outlay-Projects	Facilities-Other	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
408009	SCADA		1,190,000.00	545,000.00	14,103.00	0.00	14,103.00	545,000.00
	Total Expenses:		1,190,000.00	545,000.00	14,103.00	0.00	14,103.00	545,000.00
	30-90-8009 Total:		1,190,000.00	545,000.00	14,103.00	0.00	14,103.00	545,000.00
30-90-8040	Vehicles & Mobile Equipment	Capital Outlay-Other	Facilities-Vehicles & M...	Open				
Expenses			Date Range	Beginning		Ending	Budget	
Account Key	Account Name		Budget	Balance	Total Activity	Balance	Remaining	
408040	Vehicles & Mobile Equipment		1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
	Total Expenses:		1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
	30-90-8040 Total:		1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00

Summary

Project Summary							
Project Number	Project Name	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
30-10-8004	Uplands WTP Office/Trident Building Ph...	932,225.00	926,480.00	5,745.00	7,745.00	13,490.00	918,735.00
30-10-8012	Leak Detection Preventive Maintenance	300,000.00	100,000.00	31,910.00	0.00	31,910.00	100,000.00
30-10-8013	Permanganate Injection Relocation	317,000.00	317,000.00	0.00	18,070.00	18,070.00	298,930.00
30-10-8016	Telecom Improvements btw Uplands W...	10,000.00	10,000.00	0.00	4,795.03	4,795.03	5,204.97
30-10-8017	Water Treatment Solids Management ...	57,000.00	14,176.00	42,823.75	3,746.25	46,570.00	10,429.75
30-10-8030	Water System Large M&R	3,287,000.00	908,500.00	158,517.20	128,070.12	286,587.32	780,429.88
30-10-8050	Meters	890,000.00	125,000.00	61,071.81	113,189.70	174,261.51	11,810.30
30-20-8008	I & I Study & Master Plan	400,000.00	200,000.00	222,608.50	22,746.50	245,355.00	177,253.50
30-20-8011	Wastewater Solids Management Master...	140,735.00	77,488.00	63,246.19	0.00	63,246.19	77,488.00
30-20-8014	Lake Pointe Influent LS Rehab	312,000.00	306,417.00	5,583.19	3,930.00	9,513.19	302,487.00
30-20-8015	Lift Station #9 Rehab	580,000.00	540,748.00	41,088.89	4,736.76	45,825.65	536,011.24
30-20-8031	Wastewater System Large M&R	4,186,000.00	1,158,250.00	15,305.85	129,086.03	144,391.88	1,029,163.97
30-90-8009	SCADA	1,190,000.00	545,000.00	14,103.00	0.00	14,103.00	545,000.00
30-90-8040	Vehicles & Mobile Equipment	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
Report Total:		14,081,960.00	5,671,059.00	722,522.46	554,597.39	1,277,119.85	5,116,461.61

Group Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Capital Outlay-Other	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
Capital Outlay-Projects	3,341,225.00	2,645,645.00	66,520.08	39,276.79	105,796.87	2,606,368.21
FAC Other Operational Expense-Waste...	4,726,735.00	1,435,738.00	301,160.54	151,832.53	452,993.07	1,283,905.47
FAC Other Operational Expense-Water	4,534,000.00	1,147,676.00	294,322.76	245,006.07	539,328.83	902,669.93
Report Total:	14,081,960.00	5,671,059.00	722,522.46	554,597.39	1,277,119.85	5,116,461.61

Type Summary						
Group	Total Budget	Date Range Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining
Facilities-Other	1,190,000.00	545,000.00	14,103.00	0.00	14,103.00	545,000.00
Facilities-Vehicles & Mobile Equipment	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
Facilities-Wastewater-Major Maintenan...	4,186,000.00	1,158,250.00	15,305.85	129,086.03	144,391.88	1,029,163.97
Facilities-Wastewater-Other	540,735.00	277,488.00	285,854.69	22,746.50	308,601.19	254,741.50
Facilities-Wastewater-Rehab/Upgrade P...	892,000.00	847,165.00	46,672.08	8,666.76	55,338.84	838,498.24
Facilities-Water-Major Maintenance & ...	3,587,000.00	1,008,500.00	190,427.20	128,070.12	318,497.32	880,429.88
Facilities-Water-Meters	890,000.00	125,000.00	61,071.81	113,189.70	174,261.51	11,810.30
Facilities-Water-Other	57,000.00	14,176.00	42,823.75	3,746.25	46,570.00	10,429.75
Facilities-Water-Rehab/Upgrade Project	1,259,225.00	1,253,480.00	5,745.00	30,610.03	36,355.03	1,222,869.97
Report Total:	14,081,960.00	5,671,059.00	722,522.46	554,597.39	1,277,119.85	5,116,461.61

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Pkwy.
Building B, Suite 110
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

Operations Report

February 11, 2021

Executive Summary

During the month of January, all facilities performed well with no environmental compliance issues. Staff continues to perform corrective and preventative maintenance on all facility equipment and machinery.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of January 2021. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Wastewater Process Summary: January 2021

Water Treatment Plant	Actual
AVG Raw Water	6.104 MGD
AVG Treated Water	5.976 MGD
PEAK Treated Water	7.091 MGD
AVG CFE Turbidity	0.06 NTU
AVG Chlorine	3.07 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.561 MGD	0.675 MGD
MAX Flow	0.696 MGD	
AVG CBOD	2.38 mg/l	5 mg/l
AVG Fec.Coli	1.58 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.41 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.223 MGD	0.325 MGD
MAX Flow	0.259 MGD	
AVG CBOD	1.63 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.09 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- High Service Pump Motor #1
 - The replacement pump and motor has been ordered.
- Unit #3 Filter Effluent Valves.
 - Filter #3 has been completed.
- High Service Motor #4.
 - The replacement motor has been ordered.

Raw Water Intake

- Raw Water Pump/Motor #5
 - Currently waiting on motor to pump coupling.

Pump Station #1

- Replaced diaphragm on Pump Control Valve #3.

Pump Station #5

- Responded to Genset low temp alarm, contractor has ordered replacement part.
 - Contractor has replaced sensor that caused temp alarm.
- Replaced broken disconnect handle on MCC.

Pump Station #7

- 1420/1340 Actuated Interconnect.
 - Interconnect is online for operation.

Lakepointe WWTP

- Started site prep for grating install next to blowers.
 - Grating has arrived. Schedule is pending.
- Replaced shuttle valve on Effluent Pump Control Valve #3.

Bohls WWTP

- Replaced level transducer and re-terminated floats in junction box at influent site.
- Assisted with replacement discharge lines for influent pumps 1&2.

Lift Station #2

- Installed generator quick connect.

Lift Station #7

- Pump #2 failure.
 - Replacement pump has been ordered.
- 1340 Pump Station
 - PM performed on isolation valves.

Lift Station #8

- Pump #1 & #2 Base Ell replacement.
 - Base #1 completed.
 - Base #2 pending. Waiting on parts.
- Pump #2 replacement has been ordered (per 5-year plan)

Lift Station #10

- Partial rehab to lift station which includes the following: Replacement control panel, wet well riser, junction box (at wet well), wet well lid, and guide rails.
 - Riser, guide rails, and lid have been installed. The lift station control has been moved to new control panel. Contractor to perform coating on riser late February.

Lift Station #11

- Cleared debris from check valves and pumps.

Lift Station #15

- Generator fuel system treated for bacterial growth. Problem has resurfaced and is being addressed; temporary tank installed currently. Replacement tank has been ordered.
- Control Panel A/C unit failure.
 - Installed replacement.

Lift Station #18

- Replaced UPS in control cabinet.

Lift Station #19

- Replacement ATS was sent to manufacturer.
 - ATS received back and installation has been completed.

Lift Station #22

- Pulled Pump #2 from service to troubleshoot seal failure; installed spare pump.

Line Maintenance Department Update

New Water Taps/ Connections:

- 10121 Weir Loop

Leak repairs:

- Replaced leaking 12" valve at RR 620 S. at Hwy 71
- Repaired leaking 12" valve at 3840 RR 620
- Repair 4" sewer force main hit by cable contractor
- Sawyer Ranch Estates – Repaired service line leak
- Repaired 16" mainline leak at 1826 Skyridge Development – Hit by contractor

Hydrants

- Fire Hydrant Survey in Falcon Head – On hold
- Repaired hydrant at 13200 block Bee Cave Pkwy – Hit by car
- Waiting on parts to repair 2 hydrants at 620 S. and Fitzhugh Rd

Misc. repairs/projects:

- Excavated lines and valves at Zyle PS – Identify line and valve sizes
- Dripping Springs ISD Darden Hills Elem - Working on resolution to make tie- in on the 16" WL. Lines will be moved for road realignment that will affect the proposed plan. Zyle tank will be put online during the tie-ins to help accommodate.
- 8" mainline water valve on Rim Rock Trl inoperable – Waiting on parts to repair the valve.
- 7 Oaks PS work complete, need to repair driveway – Asphalt patch scheduled
- Willie Way – Assisted contractor, tie-ins completed

-
- Replaced 6" and 2" PRV's at 1015 Westland Ridge Rd – Sunset Canyon Subdivision
 - Excavated and replaced 20" x 16" MJ Tee – SW Pkwy Pump station

ITEM D

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: February 12th, 2021
TO: BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
FROM: George Murfee, P.E.
RE: Engineer's Report – February 2021
CC: Jennifer Riechers – WTCPUA General Manager
MEC File No.: 11051.131

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

CIP

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

Water-Systemwide

Raw Water Transmission Main No. 2

The pipeline and fiber optic portions of the project are in place. Irrigation repair work along Bee Cave Road is complete; and final site restoration/clean-up and general punch list issues are in process of being addressed. The issue with Travis County has been resolved: all areas in the Preserve area will be overseeded; mulch will be kept in place for interim/permanent erosion control; a 2-year maintenance bond (with monthly inspection plan) will be provided by contractor; and additional seeding will be placed, as necessary, before the end of 2-year maintenance period to ensure adequate vegetative cover

has been established. As soon all items have been completed, we will schedule a project walk for final inspection.

Raw Water Line No. 2 Chlorine Injection Improvements

We are expecting to send the civil and mechanical portion of the project to TCEQ for approval this month. We are also coordinating with the City of Bee Cave to obtain the permit required for the construction of the project.

Water Solids Management Master Plan

The project is complete.

Beneficial Water Recycling Project

A draft pilot protocol has been completed and is under review. The location of the facility is in flux due to the direction to study the potential to decommissioning of the Lake Pointe WWTP and replace with sufficient capacity at the Bohls site to meet future wastewater production of the sewershed.

Additional sampling has been requested by the TCEQ, one sample to be taken now and another during the piloting effort. The information on how to sample and what lab can complete the analysis has been provided to the operators and coordination is ongoing.

Water Model Update and Calibration

We are currently skeletonizing the pipes imported from GIS into the model. The old model is also receiving updates and being utilized for evaluating possible system expansions.

Sawyer Ranch 1340 Conversion Water Main

Plans were submitted to Hays County on January 20, 2021. Hays County comments were received and are being addressed. We had a pre-development meeting with the City of Dripping Springs on February 9, 2021, and we expect to submit plans for review on February 10, 2021.

Uplands Water Treatment Plant Preliminary Engineering Report

We are working to update the 2014 PER by including current solids management plan information and adding membrane treatment to options included in the original report. We are also assessing maximum capacity that can be reasonable installed on the site as well as the option to obtain surrounding properties.

Water – SH71 System

1080 Transmission Main

Due to the unavailability of easements and other issues, we decided to install the pipeline in two phases; the first phase will install the pipe segment between RM 2244 and the intersection of State Highway 71 and Bee Cave Parkway, and the second phase will install the pipe segment from the intersection of State Highway 71 and Bee Cave Parkway to the West Bee Cave PS. We are currently working with Spitzer & Associates, Inc. to secure the easements of the properties where the pipeline will be installed.

Additionally, we are working with the Capital Survey Company to complete the remaining survey on the pipeline alignment for the first phase of the project.

Hamilton Pool Road Pump Station Expansion

This project has achieved substantial completion. All punch list items have been taken care of. Currently we are waiting on the contractor to submit the O&M Manuals, final pay application and supporting documents.

Hamilton Pool Road Pump Station GST No. 2

Fiscal has been posted with Travis County. Mec is currently working on the design phase. The geotechnical investigation is expected to happen within the next two months.

West Bee Cave Pump Station Expansion

The project was advertised on the Austin American-Statesman and Civcast (digital platform) on January 18th. A non-mandatory pre-bid meeting for the project was held on February 2nd, and the bid opening of the project will be held on February 25th.

Water – US290 System

1240 Conversion Waterline

We are currently working with SWCA Environmental Consultants to develop the Environmental Resource Inventory for the project. We have developed the erosion hazard control for the pipeline section that will cross the riverine. We are coordinating with the regulatory agencies including the City of Austin to secure permits for the project.

1340 Pump Station

Payton Construction has started Phase I of the project. We are currently waiting for WTCPUA Manager to send the easements documents signed back to us in order for Pedernales Electric to proceed with the design of the new electrical service.

1420 Pump Station Expansion

We are currently working with the WTCPUA and Pedernales Electric Cooperative to secure an easement for installing a pad-mounted transformer at the site. The transformer is required to upgrade the electric service for the expansion of the pump station. The electrical sub-consultant will soon provide the electrical design of the project. We are expecting to advertise the project soon.

Southwest Parkway Pump Station Expansion

Ground Storage Tank (GST) 1 has been put online one week ago. Contractor continues to work on the electrical controls for the new tank. It is expected that the electrical controls will be finished by end of February and possibly begin demolition of the existing tank on early March. Fiscal has been posted for City of Austin and we are waiting on City of Austin to finalize our application and provide us with a permit.

Wastewater

Bohls WWTP Expansion Design

All permits have been obtained for this project.

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. The design is being evaluated to ensure that future expansion of treatment at the site can meet the planned full capacity of the system; it will be adjusted to accommodate future expansions.

Wastewater Solids Management Master Plan

Solids management will be included with in the design of the Bohls expansion. Plans for the solids produced at the Lake Pointe WWTP are under consideration – there is a significant possibility that the Lake Pointe WWTP will be decommissioned and neither solids dewatering nor sludge pumping will be required at the site. This is being taken into consideration as part of the design of the Bohls WWTP Expansion.

Other Projects

Lift Station 9 Rehabilitation

The project is progressing well, however the contractor is still waiting on electrical components that were delayed due to COVID-19 complications. Attached is the recommendation for the first Pay Application for the Board's consideration.

Lake Pointe Influent Lift Station Rehabilitation

Operations staff noted significant deterioration of the influent lift station lining, interior concrete surfaces, and internal piping. Damage and need for repairs was determined to be more extensive than could be addressed in house. A site visit has been completed with operations and maintenance as well as one with a liner system installer. Design is currently underway and drawings in development

Work has commenced on the following projects:

- ***Circle Drive PS and GST***
- ***Hamilton Pool Road 16" Water Line 2***
- ***Darden-Sawyer Water Line Relocation***
- ***Fitzhugh Water Line Relocation***
- ***Impact Fee Study***

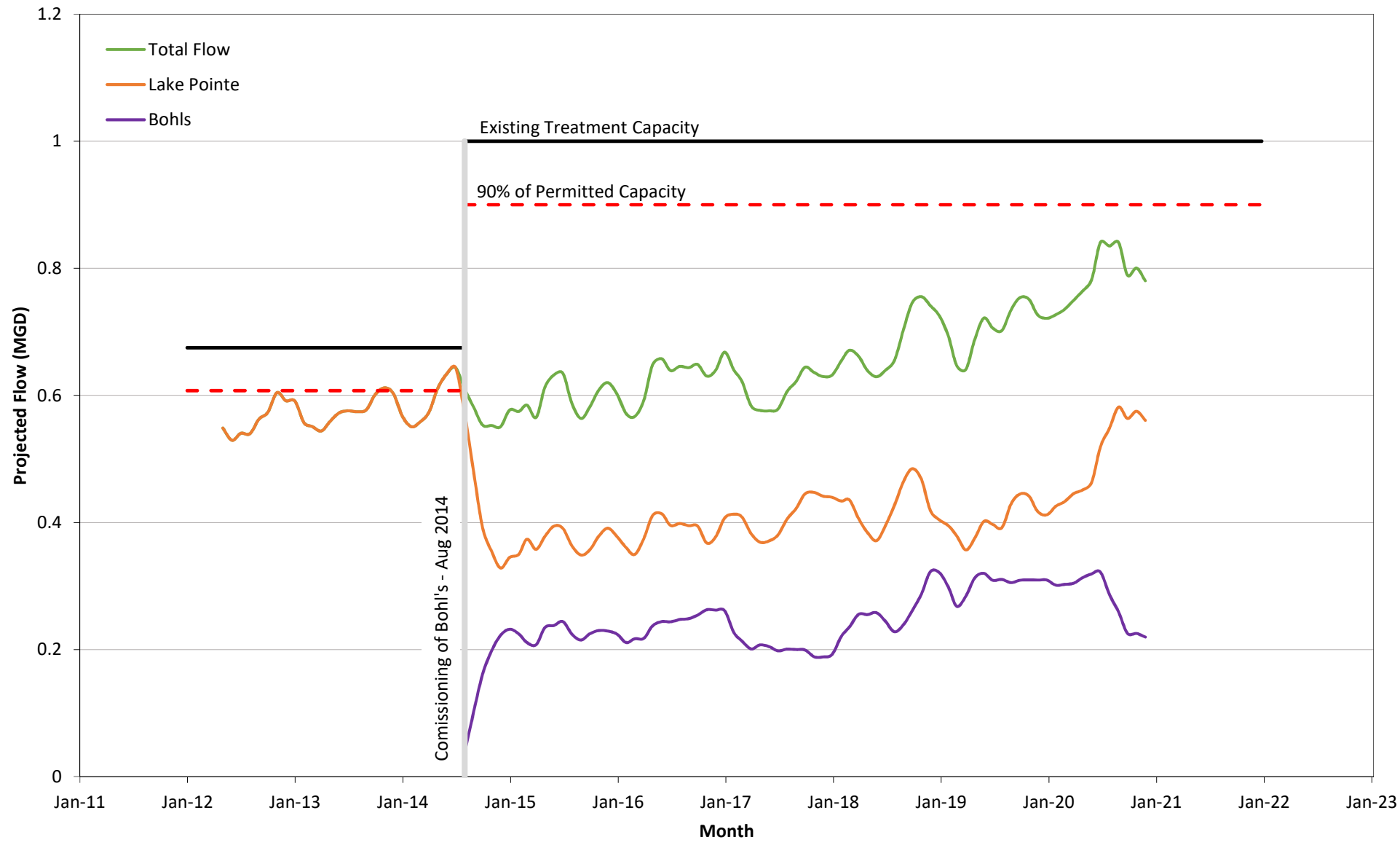
PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Water – System wide							
Aquifer Storage & Recovery	Preliminary	\$20,000	N/A	N/A	99%	Q1 2020	TBD
Raw Water Line No. 2	Construction	\$4,374,565	\$485,087	\$4,877,652	99%	Q1 2021	Q1 2021
RWL2 Chlorine Injection	Design	\$143,885	N/A	N/A	60%	Q1 2021	Q2 2021
Water Solids Management Plan	Analysis	\$57,000	N/A	N/A	99%	Q4 2020	TBD
Beneficial Water Recycling Project	Wastewater Permitting	\$475,000	N/A	N/A	100%	Q4 2019	Q3 2022
	Pilot Protocol				85%	Q2 2021	Q3 2022
Water Model Update and Calibration	Engineering	\$125,000	N/A	N/A	14%	Q2 2021	Q2 2021
Uplands WTP Expansion	Preliminary Engineering Report	\$80,000	N/A	N/A	5%	Q1 2021	TBD
Water – SH71 System							
1080 Transmission Main	Design & Easement Acquisition	\$607,120	N/A	N/A	20%	Q2 2021	Q2 2022
HPR PS Expansion	Close out	\$225,000	\$48,617	\$273,617	90%	Q1 2021	Q1 2021
HPR PS GST 2	Design	\$187,688	N/A	N/A	5%	Q2 2021	Q4 2021
West Bee Cave PS Expansion	Design	\$82,200	N/A	N/A	100%	Q1 2021	Q4 2021
Water – US290 System							
1240 Transmission Main	Design & Permitting	\$236,740	N/A	N/A	70%	Q1 2021	Q1 2022
1340 PS	Construction	\$1,549,710	N/A	N/A	3%	Q4 2021	Q4 2021

1420 PS Expansion	Design	\$92,090	N/A	N/A	85%	Q1 2021	Q4 2021
SWPPS GST 1	Construction	\$1,559,900	N/A	N/A	90%	Q1 2021	Q1 2021
SWPPS GST 2	Permitting	\$145,480	N/A	N/A	98%	Q1 2021	Q2 2021
Wastewater							
Bohls WWTP Expansion	Design	\$481,000	N/A	\$481,000	50%	Q2 2021	Q2 2022
Wastewater Solids Management Master Plan	Preliminary Engineering	\$140,735	N/A	\$140,735	100%	Q3 2020	Q4 2021
Lake Pointe Influent Lift Station Rehabilitation	Design	\$42,640	N/A	\$42,640	25%	Q1 2021	Q3 2021
Lift Station 9 Rehabilitation	Construction	\$555,000	N/A	\$555,000	20%	Q2 2021	Q2 2021

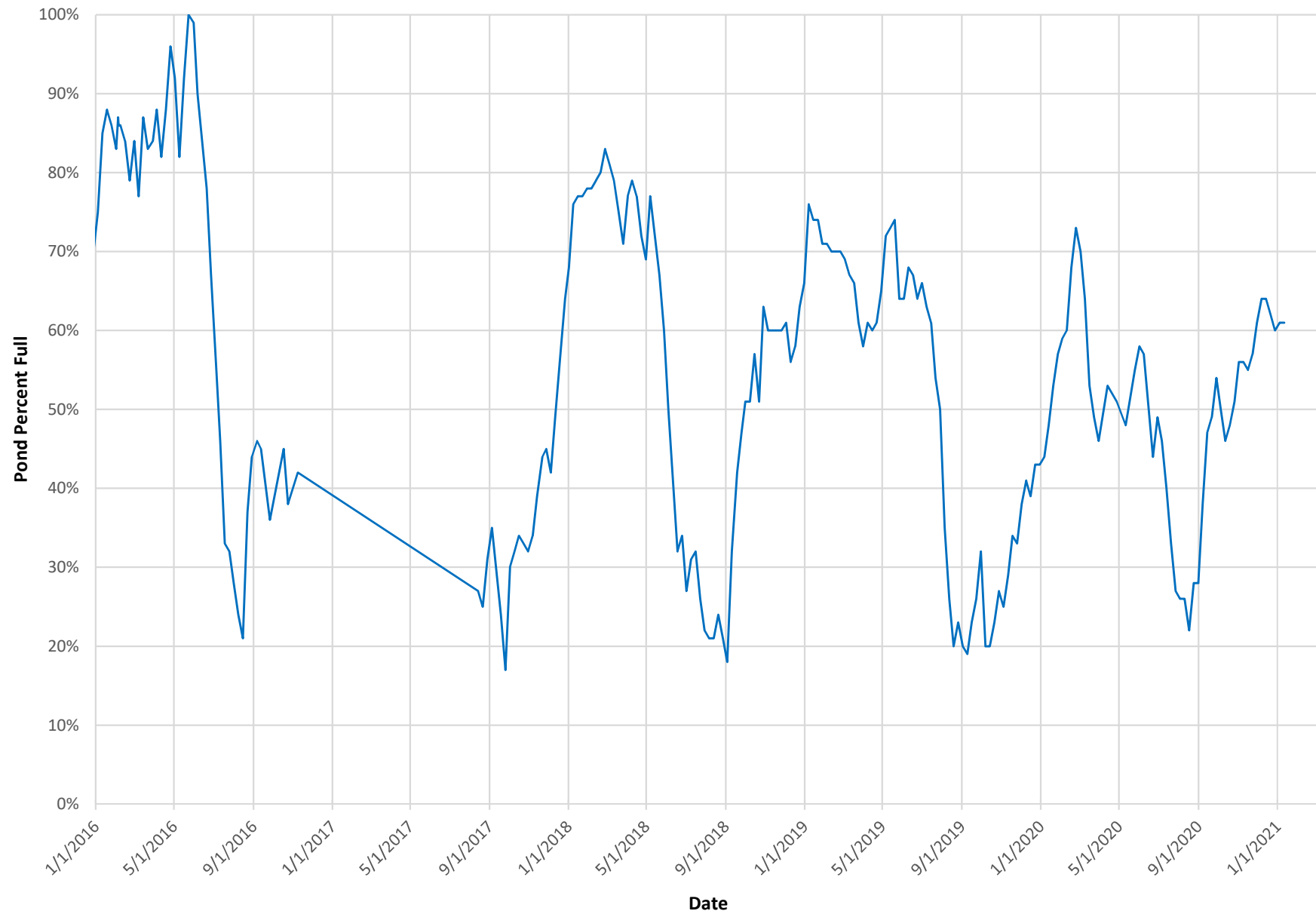
- - Does not include legal or other consulting fees unless they are sub-consultants to MEC

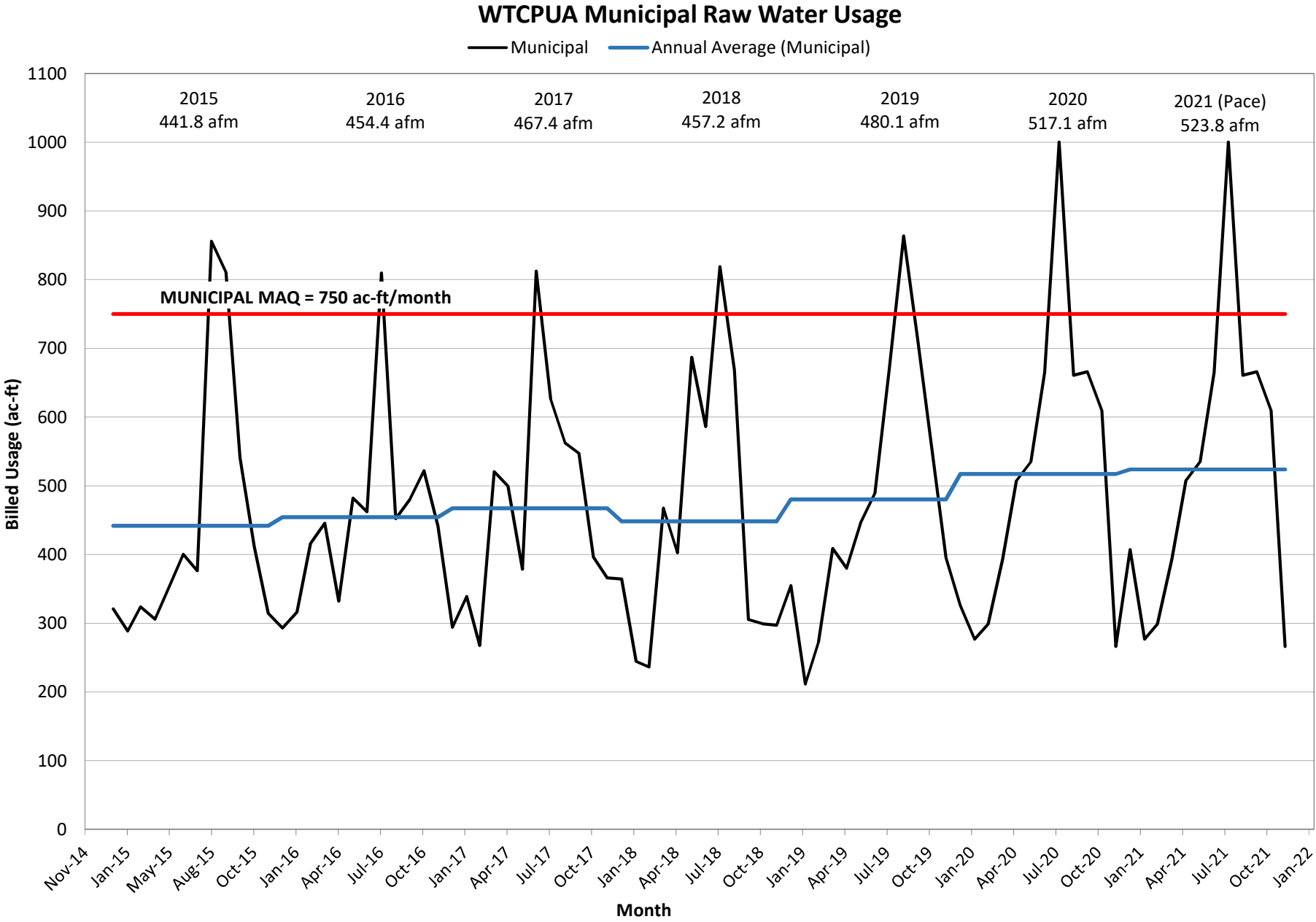
WTCPUA
Wastewater 3-Month Average Daily Flow



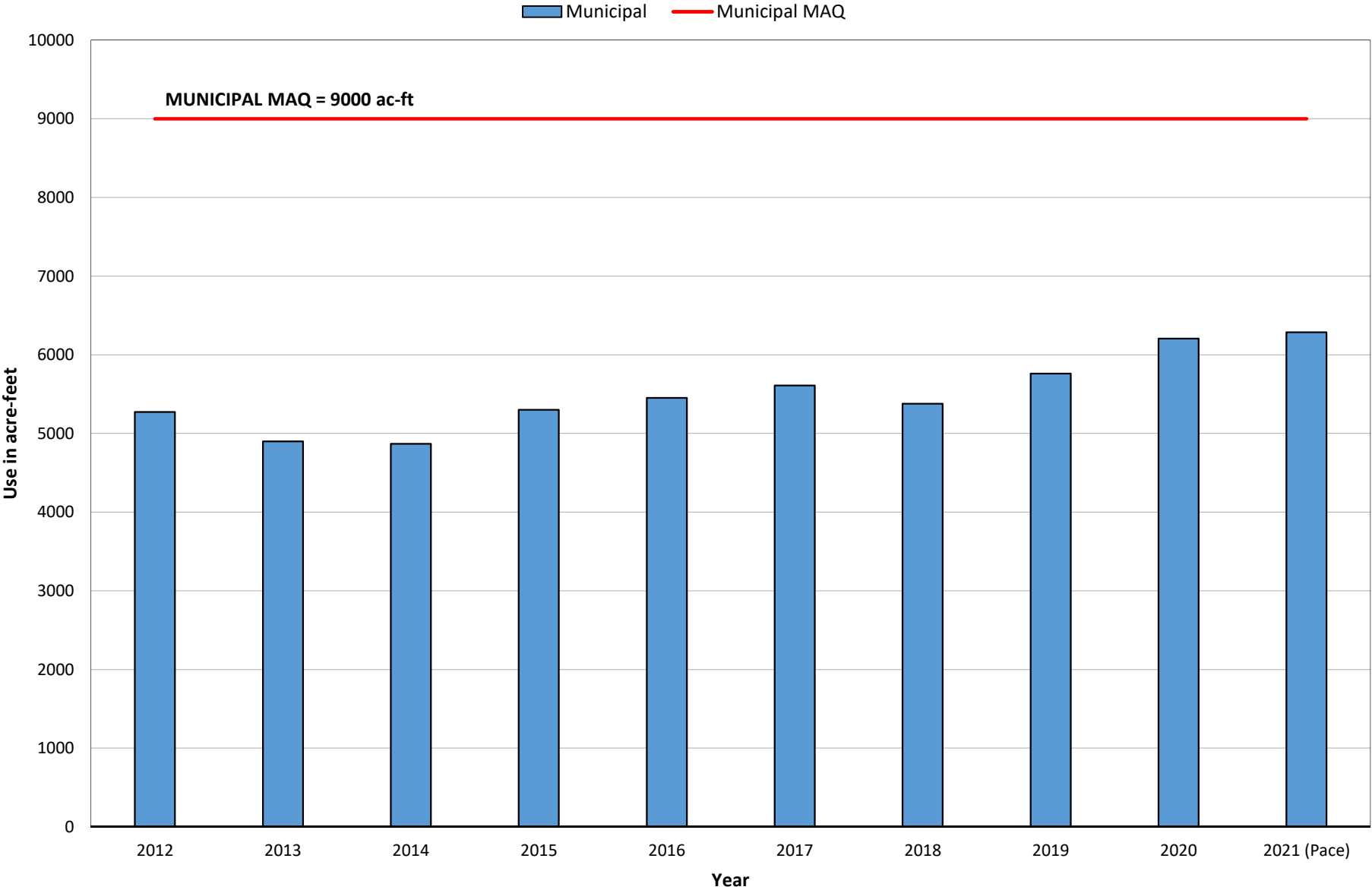
Murfee Engineering Co., Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S., Bldg. D
Austin, Texas 78746

WTCPUA 5 Year Combined Pond Levels

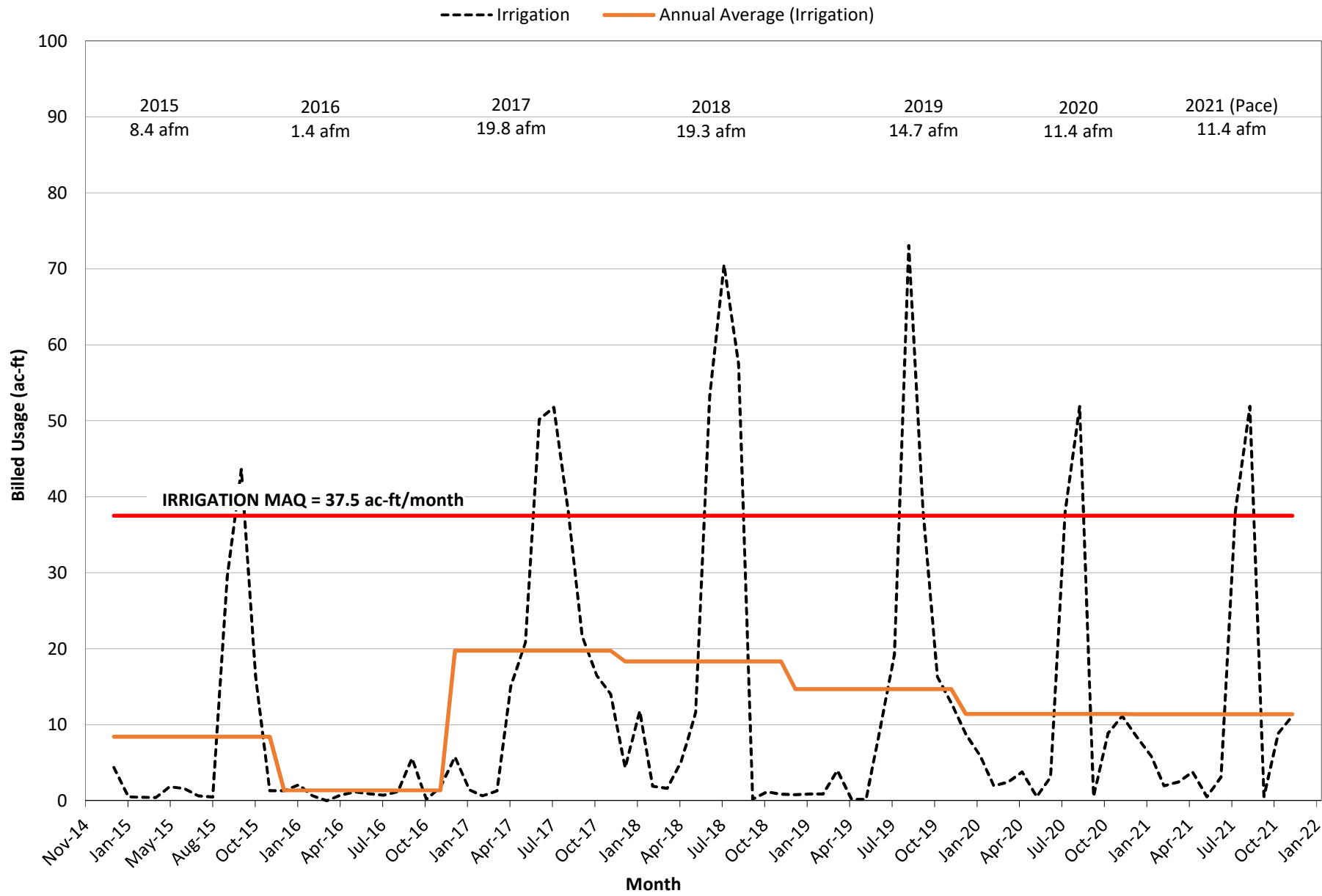




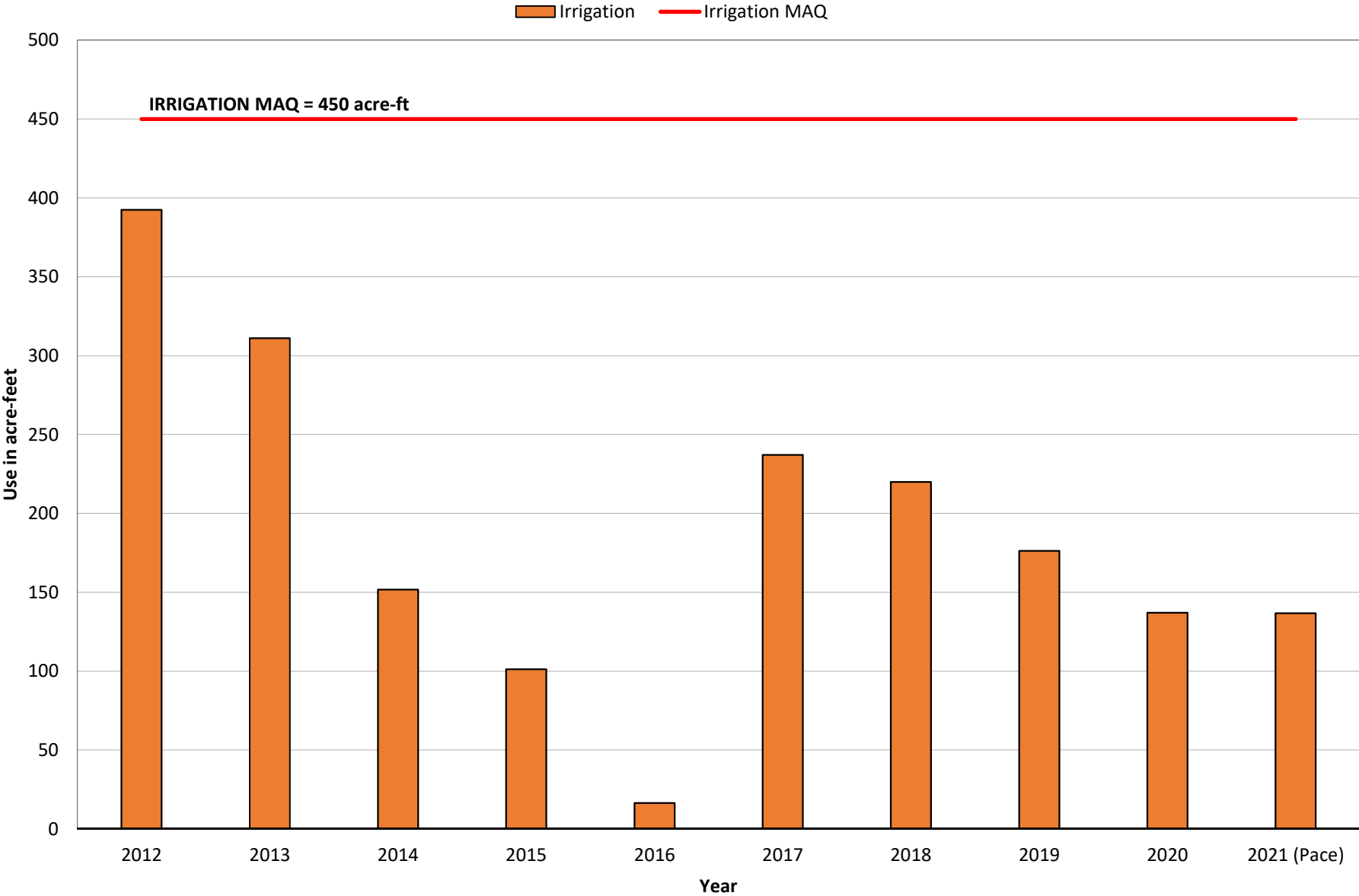
WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage

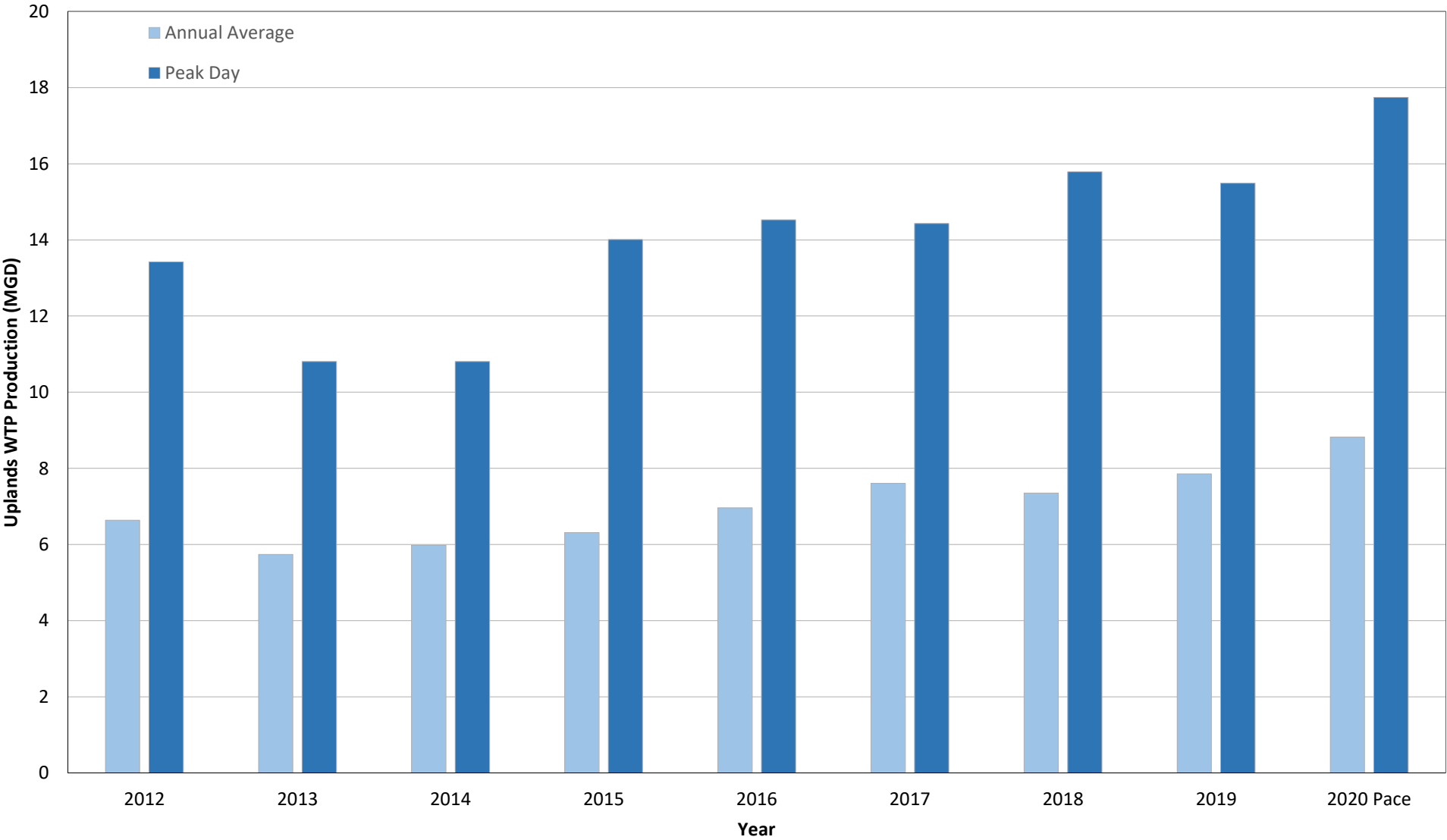


WTCPUA Annual Cumulative Irrigation Raw Water Use



Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S.
Bldg. D, Ste. 110
Austin, Texas 78746

WTCPUA Uplands Water Treatment Plant Production Annual Production



* - 12-Month period March '12 - Feb '13