

## **VI. NEW BUSINESS**

## ITEM A

**A RESOLUTION AUTHORIZING THE ISSUANCE OF “WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2022”; PROVIDING THE TERMS AND CONDITIONS OF THE BONDS AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Bid Form* shall mean the official bid form submitted by the Purchaser and accepted by the PUA on the date hereof.

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

*Bond Date* shall mean May 19, 2022.

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

*Bonds* shall mean the “West Travis County Public Utility Agency Revenue Bonds, Series 2022” authorized by this Resolution.

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

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

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

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

*Debt Service Requirements* shall mean, as of any particular date of computation and with respect to any Outstanding obligations and any period, the aggregate of the amounts to be paid or set aside by the PUA as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest calculated by assuming that the interest rate for every 12-month period on such obligations is equal to the rate of interest reported in the most recently published edition of *The Bond Buyer* (or its successor) at the time of calculation as the LIBOR Index, and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto; provided, however, that once the Previously Issued Bonds dated on or prior to April 24, 2019, are no longer Outstanding, the words “rate of interest reported in the most recently published edition of *The Bond Buyer* (or its successor) at the time of calculation as the LIBOR Index” in this definition shall be deleted and replaced with “Substitute Index.”

*Depository* shall mean an official depository bank of the PUA.

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

*Facilities Fund* shall mean the fund created in Section 16.

*Financial Obligation* means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that

“financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

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

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

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

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

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

*Interest Payment Date* shall mean any date semiannual interest is payable on the Bonds, being February 15 and August 15 of each year, commencing August 15, 2022, while any of the Bonds remain Outstanding.

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

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

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

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

*MSRB* shall mean the Municipal Securities Rulemaking Board.

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

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

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

- (i) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

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

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

*Paying Agent/Registrar* shall mean BOFK, NA, Dallas, Texas and its successors in such capacity.

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

*Previously Issued Bonds* shall mean the Outstanding and unpaid Senior Lien Obligations, further identified as follows: (i) West Travis County Public Utility Agency Revenue Bonds, Series 2015; (ii) West Travis County Public Utility Agency Revenue Refunding Bonds, Series 2017; and (iii) West Travis County Public Utility Agency Revenue Bonds, Series 2019.

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

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

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



*Purchaser* shall mean [ ], the initial purchaser(s) of the Bonds named in the Bid Form.

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

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

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

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

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

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

*Resolution* shall mean this resolution.

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

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

*SEC* shall mean the United States Securities and Exchange Commission.

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

*Senior Lien Obligations* shall mean (i) the Bonds, (ii) the Previously Issued Bonds and (iii) any bonds, notes, warrants, or other evidences of indebtedness which the PUA reserves the right to issue or enter into, as the case may be, pursuant to the terms and conditions provided in Section 20 of this Resolution and which are equally and ratably secured by a first and prior lien on and pledge of the Net Revenues.

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

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

*Substitute Index* shall mean a benchmark rate or index as determined by the PUA which may be adjusted by the PUA to include an additional spread or margin that may be a positive value, negative value, or zero (as so adjusted, the “Substitute Index”). For the avoidance of doubt, the Substitute Index selected by the PUA may be based on a simple or compounded rate, with the methodology and conventions for this rate being established by the PUA. In connection with the

implementation of the Substitute Index, the PUA will have the right to make changes from time to time to the timing and frequency of determining rates, making payments, reset dates, compounding dates, payment/settlement dates, and other administrative matters. In determining the Substitute Index, the PUA may conclusively rely upon the written recommendation of the PUA's municipal advisor as to the Substitute Index that would reasonably approximate the Debt Service Requirements for the PUA's obligations without a fixed numerical rate.

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

SECTION 2: Authorization; Designation; Principal Amount; Purpose. Revenue bonds of the PUA shall be and are hereby authorized to be issued in the aggregate principal amount of \$[ ], to be designated and bear the title of "WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY REVENUE BONDS, SERIES 2022" for the purpose of (i) acquiring and constructing the System, and (ii) paying the costs of issuing the Bonds. The Bonds shall be payable as to both principal and interest solely from and equally and ratably secured by a lien on and pledge of Net Revenues. The Bonds are authorized to be issued pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly, the Act.

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

| <u>Year of Stated Maturity</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|--------------------------------|-------------------------|----------------------|
| 2023                           | \$[ ]                   | [ ]%                 |
| 2024                           |                         |                      |
| 2025                           |                         |                      |
| 2026                           |                         |                      |
| 2027                           |                         |                      |
| 2028                           |                         |                      |
| 2029                           |                         |                      |
| 2030                           |                         |                      |
| 2031                           |                         |                      |
| 2032                           |                         |                      |
| 2033                           |                         |                      |

| <u>Year of Stated Maturity</u> | <u>Principal Amount</u> | <u>Interest Rate</u> |
|--------------------------------|-------------------------|----------------------|
| 2034                           |                         |                      |
| 2035                           |                         |                      |
| 2036                           |                         |                      |
| 2037                           |                         |                      |
| 2038                           |                         |                      |
| 2039                           |                         |                      |
| 2040                           |                         |                      |
| 2041                           |                         |                      |
| 2042                           |                         |                      |
| 2043                           |                         |                      |
| 2044                           |                         |                      |
| 2045                           |                         |                      |
| 2046                           |                         |                      |
| 2047                           |                         |                      |
| 2048                           |                         |                      |
| 2049                           |                         |                      |
| 2050                           |                         |                      |
| 2051                           |                         |                      |
| 2052                           |                         |                      |

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

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

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

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

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

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

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

#### SECTION 5: Redemption.

(a) *Optional Redemption.* The Bonds maturing on and after August 15, [2028] are subject to optional redemption, in whole or, from time to time, in part on August 15, [2027], or any date thereafter, in principal amounts of \$5,000 or any integral multiple thereof (and if within a stated maturity selected by lot or other random selection method by the Paying Agent/Registrar) at a redemption price of par plus accrued interest thereon.

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

TERM BONDS MATURING AUGUST 15, [ ]

| <u>Year</u>        | <u>Principal Amount</u> | <u>Price</u> |
|--------------------|-------------------------|--------------|
| <u>(August 15)</u> |                         |              |
| [ ]                | \$[ ]                   | 100%         |
|                    |                         | 100%         |
|                    |                         | 100%         |
|                    |                         | 100%         |
| *                  |                         | 100%         |

\*Stated Maturity.

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

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

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

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

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest

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

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

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

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

Purchaser, all as authorized and provided in Chapters 1201 and 1206, Texas Government Code, as amended.

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

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

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

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

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

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

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the

same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 34 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

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

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

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

SECTION 10: Pledge of Net Revenues. The PUA hereby covenants and agrees that Net Revenues are hereby irrevocably pledged to the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds or accounts created and established for the payment and security thereof, all as hereinafter provided, subject to the provisions of Section 42 hereof; and it is hereby resolved that the Senior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of Net Revenues and be valid and binding without any physical delivery thereof or further act by the PUA, and the lien created hereby on Net Revenues for the payment and security of the Senior Lien Obligations shall be prior in right and claim as to any other indebtedness, liability, or obligation of the PUA or the System.



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

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

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

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

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

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

are payable from and secured solely by a subordinate and inferior lien on and pledge of the Net Revenues.

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

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

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

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

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

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

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

SECTION 13: Bond Fund; Surplus Bond Proceeds. For purposes of providing funds to pay the principal of and interest on the Senior Lien Obligations as the same become due and payable, the PUA has previously created at the Depository, and agrees to maintain a separate and special Fund or account known as the “West Travis County Public Utility Agency Revenue Bonds Debt Service Fund” (referred to herein as the “Bond Fund”). The Authorized Officials covenant that there shall be deposited into the Bond Fund prior to each principal and interest payment date an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Senior Lien Obligations then coming due and payable, such deposits to pay maturing principal and accrued interest on the Senior Lien Obligations to be made in

substantially equal monthly installments on or before the tenth (10th) day of each month, beginning on the tenth (10th) day of the month next succeeding the delivery of the Bonds. If Net Revenues in any month are insufficient to make the required payments into the Bond Fund, then the amount of any deficiency in such payment shall be added to the amount otherwise required to be paid into the Bond Fund in the next month.

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

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

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

When and so long as the cash and investments in the Reserve Fund equal the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund; but, if and when the Reserve Fund at any time contains less than the Required Reserve Amount (other than as the result of the issuance of Additional Senior Lien Obligations as provided in the preceding paragraph), the PUA covenants and agrees to cure the deficiency in the Required Reserve Amount by resuming the Required Reserve Fund deposits to said Fund or account such monthly deposits to be in

amounts equal to not less than 1/60th of the Required Reserve Amount covenanted by the PUA to be maintained in the Reserve Fund with any such deficiency payments being made on or before the tenth day of each month until the Required Reserve Amount has been fully restored.

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

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

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

SECTION 15: Rate Stabilization Fund. The PUA agrees to maintain a separate and special fund or account known as the "West Travis County Public Utility Agency Rate Stabilization Fund" (the "Rate Stabilization Fund"), which fund or account shall be maintained at the Depository. All funds deposited into the Rate Stabilization Fund may be used at the discretion of the PUA for any lawful purpose, including capital additions and improvements to the System and to enable the PUA to manage rates and charges recommended to the Participants pursuant to the Agreement; *provided, however*, that such funds shall be used in the following order of priority:

- (i) FIRST: for funding of operating and maintenance reserves, in accordance with Prudent Utility Practice, and payment of principal of and interest on the Bonds;

(ii) SECOND: for redemption or defeasance of outstanding Bonds, if economically advantageous in the discretion of the Board of the PUA; and

(iii) THIRD: for transfer to the Facilities Fund for payment of costs of any capital additions and improvements to the System.

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

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

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

SECTION 18: Payment of Bonds. While any of the Senior Lien Obligations are outstanding, the President of the Board or other authorized PUA official, shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly each installment of interest on and principal of the Senior Lien Obligations as such installment accrues or matures; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Senior Lien Obligations at the close of the business day next preceding the date a debt service payment is due on the Senior Lien Obligations.

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

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

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

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

(iii) The PUA shall have secured a certificate of a professional utility rate consultant to the effect that, according to the books and records of the PUA, either (1) Net Revenues for the Coverage Period equal or exceed 100% of the Average Annual Debt Service Requirements, assuming issuance of such Senior Lien Obligations, or (2) had rates and charges for services and facilities afforded by the System, that have been effective for at least 30 days prior to such date, been in effect at all times during such 12-month period, estimated Net Revenues for such period would have equaled or exceeded 100% of Average Annual Debt Service Requirements, assuming issuance of such Senior Lien Obligations. With respect to such certification, the books and records of the PUA shall include financial

information and operating results provided by the LCRA for periods during which the LCRA owned or operated the System.

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

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

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

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

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

SECTION 22: Special Project Bonds. The PUA further reserves the right to issue bonds in one or more installments for the purchase, construction, improvement, extension, replacement, enlargement or repair of utility facilities necessary under a contract or contracts with persons, corporations, municipal corporations, political subdivisions, or other entities, such bonds to be payable from and secured by the proceeds of such contract or contracts. The PUA further reserves

the right to refund such bonds and secure the payment of the debt service requirements on the refunding bonds in the same manner or as otherwise permitted by the laws of the State.

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

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

SECTION 25: Sale or Encumbrance of System. While any Senior Lien Obligations remain Outstanding, the PUA will not sell, dispose of or, except as permitted in Sections 20 and 21, further encumber the System or any substantial part thereof; *provided, however*, that this provision shall not prevent the PUA from disposing of any of the System which is being replaced or is deemed by the PUA to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Any agreement pursuant to which the PUA contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

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



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

(a) Encumbrance and Sale.

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

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

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

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

(d) Performance. The PUA will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the resolutions authorizing the issuance of Senior Lien Obligations and pay from Net Revenues the principal of and interest on every Senior Lien Obligation on the dates and in the places and manner prescribed in such resolutions and Senior Lien Obligations; and that it will, at the times and in the manner prescribed, deposit or cause to be deposited from Net Revenues the amounts required to be deposited into the Bond Fund; and the Holder of the Bonds may require the PUA, its officials, agents, and employees to carry out, respect, or enforce the covenants and obligations of this Resolution or any resolution authorizing the issuance of Additional Senior Lien Obligations including, but without limitation, the use and filing of mandamus proceedings, in any court or competent jurisdiction, against the PUA, its officials, agents, and employees.

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

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

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

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

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

SECTION 30: Events of Default; Remedies.

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

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

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

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

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

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

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

SECTION 34: Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the PUA and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the PUA and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the PUA or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the PUA shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

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

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

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

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

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

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

Furthermore, the PUA hereby ratifies, confirms and approves in all respects (i) the PUA's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined), and (ii) the use and distribution of the Preliminary Official Statement by the Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement shall be and is hereby in all respects approved and the Purchaser are

hereby authorized to use and distribute the final Official Statement, dated as of the date hereof, in the reoffering, sale and delivery of the Bonds to the public. The President of the Board of Directors, and the Secretary of the Board of Directors are further authorized and directed to manually execute and deliver for and on behalf of the PUA copied of the Official Statement in final form as may be required by the Purchaser, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchaser.

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

(a) \$[ ] shall be used to pay costs of issuance of the Bonds[, including the bond insurance premium].

(b) \$[ ] shall be deposited into the Facilities Fund and used for capital additions and improvements to the System. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 13 of this Resolution.

SECTION 37: Covenants to Maintain Tax-Exempt Status. The PUA intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the PUA covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the PUA shall comply with each of the following covenants:

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

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

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

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the PUA reasonably expects that the

proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an “arbitrage bond” within the meaning of Section 148 of the Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The PUA covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

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

SECTION 40: Resolution a Contract; Amendments - Outstanding Bonds. The PUA acknowledges that the covenants and obligations of the PUA herein contained are a material inducement to the purchase of the Bonds. This Resolution shall constitute a contract with the Holders from time to time, be binding on the PUA and its successors and assigns, and it shall not be amended or repealed by the PUA so long as any Bond remains Outstanding except as permitted in this Section. The PUA may, without the consent of any Holders, from time to time and at any



time, amend this Resolution in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the PUA may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Resolution; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

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

SECTION 42: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly *provided, however*, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the PUA nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

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

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

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

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

SECTION 47: Severability. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and

the Board hereby declares that this Resolution would have been enacted without such invalid provision.

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

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

SECTION 50: Continuing Disclosure Undertaking.

(a) Annual Reports. The PUA shall file annually with the MSRB, (1) within six (6) months after the end of each fiscal year ending in or after 2022, financial information and operating data with respect to the PUA of the general type included in the final Official Statement authorized by Section 35 of this Resolution being the information described in Exhibit B, including financial statements of the PUA if audited financial statements of the PUA are then available, and (2) if not provided as part of such financial information and operating data, audited financial statements of the PUA, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit B, or such other accounting principles as the PUA may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the PUA commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the PUA shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

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

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

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

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

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the PUA or a Participant;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the PUA or a Participant or the sale of all or substantially all of the assets of the PUA or a Participant other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of trustee, if material;

(xv) incurrence of a Financial Obligation of the PUA or a Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the PUA or a Participant, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the PUA or a Participant, any of which reflect financial difficulties.

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

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

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

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

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The PUA undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the PUA or hereby

undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The PUA does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

The provisions of this Section may be amended by the PUA from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the PUA, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the PUA (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The PUA may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the PUA also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the PUA so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

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

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

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

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

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

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

SECTION 54: Further Procedures. The officers of the PUA are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the PUA all such notices, certificates, agreements and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bid Form, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the President, Vice President and the Secretary of the Board and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Resolution or to any of the instruments authorized and approved by this Resolution necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Resolution and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the PUA whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

*[The remainder of this page intentionally left blank]*

PASSED AND ADOPTED on this April 21, 2022.

WEST TRAVIS COUNTY PUBLIC  
UTILITY AGENCY

---

President, Board of Directors

ATTEST:

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Secretary, Board of Directors



**EXHIBIT A**  
**FORM OF BOND**

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

(a) Form of Bonds.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

United States of America  
State of Texas

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
**REVENUE BOND**  
**SERIES 2022**

|              |              |                |                  |           |
|--------------|--------------|----------------|------------------|-----------|
| Bond Date:   | Issue Date:  | Interest Rate: | Stated Maturity: | CUSIP No. |
| May 19, 2022 | May 19, 2022 |                |                  |           |

REGISTERED OWNER

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

The WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (the “PUA”), a political subdivision of the State of Texas, for value received, hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the Issue Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for until such principal sum has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year commencing August 15, 2022.

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

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

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

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

| <u>\$[ ] Term Bond Maturing August 15, [ ]</u> |                         |
|--|-------------------------|
| <u>Year</u>                                    | <u>Principal Amount</u> |
| [ ]  | \$[ ]                   |
| [ ]  | [ ]                     |
| [ ]  | [ ]                     |
| [ ]  | [ ]                     |
| [ ]*   | [ ]                     |

\*Stated Maturity.

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

The Bonds stated to mature on and after August 15, 2028, may be redeemed prior to their Stated Maturities, at the option of the PUA, on August 15, 2027, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot or other random selection method by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States Mail, first-class postage prepaid, to Holders of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Resolution. If this Bond is subject to redemption prior to Stated Maturity and is

in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Resolution for the then unredeemed balance of the principal sum hereof.

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

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

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

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding special obligation of the PUA have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by a lien on and pledge of Net Revenues. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Resolution shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

WEST TRAVIS COUNTY PUBLIC  
UTILITY AGENCY

By: \_\_\_\_\_  
President, Board of Directors

ATTESTED:

\_\_\_\_\_  
Secretary, Board of Directors

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

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER  
OF PUBLIC ACCOUNTS

§  
§  
§  
§

THE STATE OF TEXAS

REGISTER NO.

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

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

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

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

BOKF, NA,  
as Paying Agent/Registrar

Registered this date:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Officer

Form of Assignment.

ASSIGNMENT

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

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

DATED:

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

Signature guaranteed:

\_\_\_\_\_

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

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

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_

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

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

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

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months, such interest being payable on February 15 and August 15 of each year, commencing August 15, 2022.

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

(c) Statement of Insurance

The following statement of insurance shall appear on the Initial Bond and on the definitive Bonds:

[To be inserted if Insurance is obtained]

## **EXHIBIT B**

### **DESCRIPTION OF ANNUAL FINANCIAL INFORMATION**

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

#### **Annual Financial Statements and Operating Data**

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

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

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

#### **Accounting Principles**

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



## **EXHIBIT C**

### **PROVISIONS RELATED TO INSURANCE**

The following provisions are incorporated into the Resolution with respect to the Bonds pursuant to Section 35 of the Resolution:

[To be inserted if Insurance is obtained]

## **ITEM B**

**INTERLOCAL AGREEMENT BETWEEN**  
**HAYS COUNTY AND THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
**RELATED TO THE RELOCATION OF WATER SYSTEM IMPROVEMENTS**  
**(DARDEN HILL ROAD AT SAWYER RANCH ROAD ROUNDABOUT PROJECT)**

THE STATE OF TEXAS                   §  
  §       KNOW ALL BY THESE PRESENTS:  
COUNTY OF HAYS                   §

This Interlocal Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Hays County, a political subdivision of the State of Texas (the “**County**”) and the West Travis County Public Utility Agency (the “**WTCPUA**”) (collectively, the “**Parties**”). In this Agreement, the County and the WTCPUA are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

**RECITALS**

**WHEREAS**, the County has been and is in the process of developing roundabout intersection improvements at Darden Hill Road and Sawyer Ranch Road (the “**Project**”) at the approximate location shown in Exhibit A, Project Location; and

**WHEREAS**, both Parties have determined that the Project will necessitate the relocation of a portion of a 16” water line operated by the WTCPUA (the “**water line relocation**”); and

**WHEREAS**, both Parties have determined that the Project will necessitate the acquisition of a shared-use easement by the County to be used by the WTCPUA; and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the County shall effect the water line relocation and the **WTCPUA** shall reimburse the County for the water line relocation, and the County shall acquire the shared-use easement for use by the WTCPUA;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

**I.**  
**STATEMENT OF INTENT**

**1.01 General.** The purpose of this Agreement is to provide for the County's relocation and construction of the water line relocation necessitated by the Project being developed by the County, and the acquisition of a shared-use easement by the County for use by the WTCPUA.

**1.02 County Relocation of Water Line.** The County shall construct the water line relocation in accordance with the Plans to be furnished by the WTCPUA. The relocation will occur

jointly with the construction of the Project by the County. The current portion of water line to be relocated is located within right-of-way (ROW) associated with the existing Darden Hill Road at Sawyer Ranch Road intersection and shall be relocated by the County within ROW associated with the proposed intersection improvements at Darden Hill Road and Sawyer Ranch Road. Plans for the water line relocation are attached as Exhibit B.

**1.03 County Acquisition of Shared-Use Easement.** Hays County shall acquire, at the County's sole expense, a 25' shared-use easement and dedicate said shared-use easement to the WTCPUA and the Pedernales Electric Cooperative, Inc. (PEC). The estimated acquisition costs associated with the shared-use easement are estimated to be \$23,343.00.

**1.04 WTCPUA Obligations.** The WTCPUA shall at its own expense be responsible for the development of the Plans for the water line relocation and provide those Plans to the County. The WTCPUA shall reimburse the County for the cost of the relocation, currently estimated at \$400,169.00, as shown on Exhibit C, Estimated Water Line Relocation Cost. Within thirty (30) days following the award of the contract for the construction of the Project, the Parties will true-up the actual costs related to the construction of the water line relocation. The County will invoice the WTCPUA on a monthly basis for all costs related to the water line relocation. The WTCPUA will provide funds to the County for the invoiced amount within thirty (30) calendar days after receipt of invoice. County and WTCPUA cost responsibilities are summarized in Exhibit D, Estimated County and **WTCPUA** Cost Responsibility Summary.

**1.05 Continuation of Service.** The County agrees that the water line relocation shall be undertaken so as to minimize any disruption of water service to existing customers of the WTCPUA and will not result in the loss of water service to any such customers for a period of more than one (1) business day between the hours of 8:00 AM Central and 5:00 PM Central and not to occur on a holiday or weekend day. In addition, the County shall provide the Parties 10 days' written notice of any scheduled disruption to water service caused by the Waterline Adjustments.

## **II. CONSTRUCTION OF PROJECT**

**2.01 General.** The Parties mutually acknowledge and agree that the County shall complete and construct the water line relocation and that the WTCPUA will reimburse the County for all costs associated with the water line relocation, as set forth in this Agreement.

**2.02 Construction Plans.** The WTCPUA shall provide the Plans related to the water line relocation to the County for incorporation into the construction of the proposed improvements at Darden Hill Road and Sawyer Ranch Road, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction.

**2.03 Inspection.** The WTCPUA may inspect the physical improvements related to the water line relocation during construction. If the WTCPUA's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the WTCPUA, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District. Any costs related to the WTCPUA's inspection shall be borne solely by the WTCPUA.

**2.04 Permits.** The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

**2.05 Insurance, Bonds and Warranties.** The County shall require the contractor for the water line relocation that will be joint bid with the Project to name WTCPUA as an additional insured on all bonds and policies related to the water line relocation. The County shall require the contractor to provide maintenance, performance, and payment bonds in favor of WTCPUA for the water line relocation. The County shall transfer all warranties for the water line relocation to WTCPUA upon final completion and acceptance of the work. Warranties shall be for a period of not less than two (2) years after completion of the water line relocation.

### **III. DISPUTES**

#### **3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief.** In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

#### IV. GENERAL PROVISIONS

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

**4.04 Cooperation.** The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the Project shown in the Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

**4.07 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Hays County, Texas.

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**WTCPUA:** West Travis County Public Utility Agency  
Attn: Tricia S. Tichenor-Altamirano, P.E.  
Telephone: (512) 501-8084  
Email: [taltamirano@wtcpua.org](mailto:taltamirano@wtcpua.org)

**COUNTY:** Hays County Department of Transportation  
2171 Yarrington Road  
San Marcos, Texas 78666  
Attn: Jerry Borcharding, P.E.  
Telephone: (512) 393-7385  
Facsimile: (512) 393-7393

**4.09 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.10 Authority.** Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

**4.11 Effective Date.** This Agreement is executed to be effective on the date the last Party signs this Agreement.

**4.12 No Joint Venture.** The Project is a sole project of the County and is not a joint venture or other partnership with the WTCPUA.

*(SIGNATURES ON FOLLOWING PAGE)*

**HAYS COUNTY**

By: \_\_\_\_\_  
Ruben Becerra, County Judge

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
County Clerk

THE STATE OF TEXAS           §  
  §  
COUNTY OF HAYS           §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Ruben Becerra of Hays County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas



**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

THE STATE OF TEXAS           §  
   §  
COUNTY OF HAYS           §

**THIS INSTRUMENT** was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of the West Travis County Public Utility Agency.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT A  
PROJECT LOCATION



MAPSCO PG. : 598D  
GRID #. AT13

SITE LOCATION MAP

SCALE: NTS

PRESSURE PLANES

EX 18" (DARDEN HILL RD AND SAWYER RANCH RD)  
1420 HGL

EX 6" (DARDEN HILL RD AND SAWYER RANCH RD)  
1308 HGL

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
CONSTRUCTION PLANS FOR  
DARDEN HILL ROAD ROUNDABOUT WATERLINE RELOCATION  
HAYS COUNTY, TEXAS

1. The West Travis County Public Utility Agency is the Water provider.
2. 0 meters for domestic purposes only.
3. 0 landscape irrigation meter(s) as applicable.
4. WTPCPLA does not guarantee the flow.
5. A WTPCPLA representative must be present at the time of construction. All water and wastewater infrastructure shall be constructed in accordance with City of Austin water and wastewater construction specifications and with materials from the current approved City of Austin Standard Products List (SPL).



George Murfee, P.E. 4-6-21  
DATE  
REGISTERED PROFESSIONAL ENGINEER

**OWNER**  
WEST TRAVIS COUNTY  
PUBLIC UTILITY AGENCY  
13715 REE CAVE PARKWAY  
BLDG B, STE 110  
REE CAVE, TX 78738  
PH: (512) 263-0100

**ENGINEER**  
MURTEE ENGINEERING COMPANY, INC.  
1101 CAPITAL OF TEXAS HIGHWAY SOUTH  
BUILDING D, SUITE 110  
AUSTIN, TEXAS 78746  
PH: (512) 327-9204

| Sheet Number | Sheet Title                            |
|--------------|--|
| 1            | COVER SHEET                            |
| 2            | GENERAL NOTES 1                        |
| 3            | GENERAL NOTES 2                        |
| 4            | EROSION AND SEDIMENTATION CONTROL PLAN |
| 5            | WATERLINE 'A' PLAN AND PROFILE         |
| 6            | WATERLINE 'B' AND 'C' PLAN AND PROFILE |
| 7            | WATERLINE 'D' PLAN AND PROFILE         |
| 8            | DETAILS 1                              |
| 9            | DETAILS 2                              |
| 10           | DETAILS 3                              |

SITE LOCATION MAP

WAPSCO INC. • 6960  
CROD & ATLIS  
PRESSURE FLAKES  
EX 107 GARDEN HILL RD AND SAWYER RANCH RD  
1423 • 402  
EX 67 GARDEN HILL RD AND SAWYER RANCH RD

SUBMITTAL DATE:

**M E C**

**MURREE ENGINEERING COMPANY**

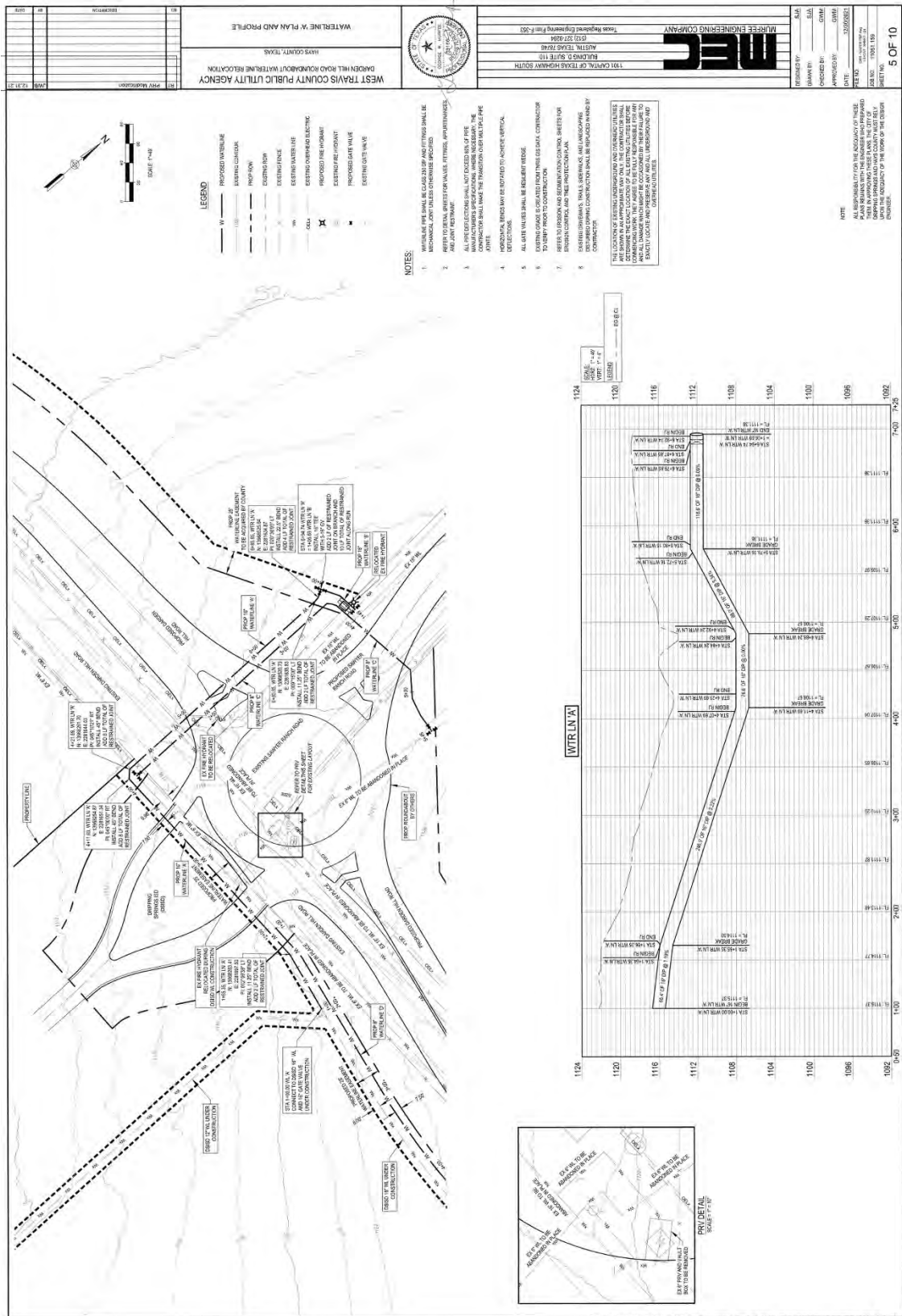
1901 CAPITAL OF TEXAS HIGHWAY SOUTH  
 BUILDING D, SUITE 110  
 AUSTIN, TEXAS 78746  
 (512) 327-0004

TELEFAX: (512) 327-0004 FAXED: (512) 327-0004

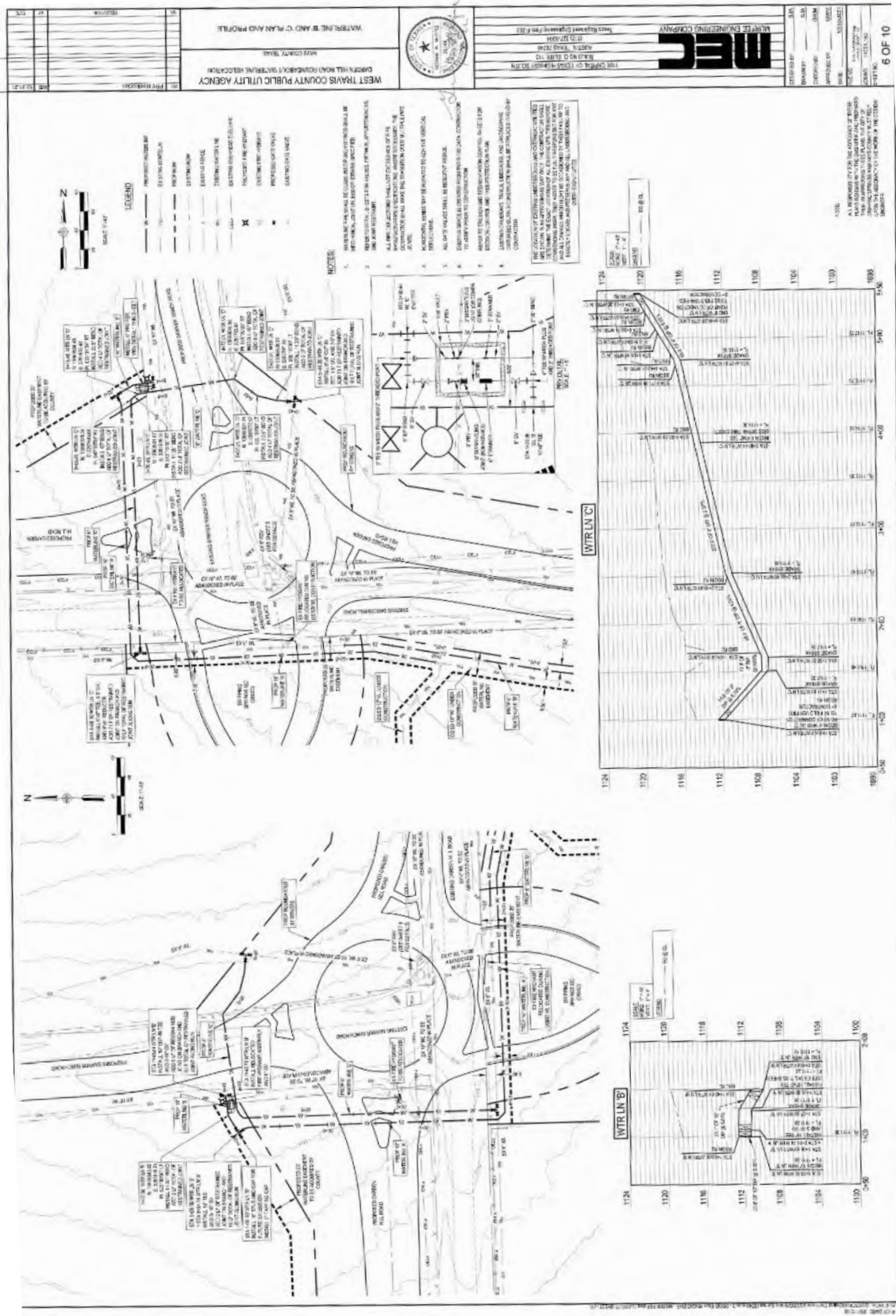




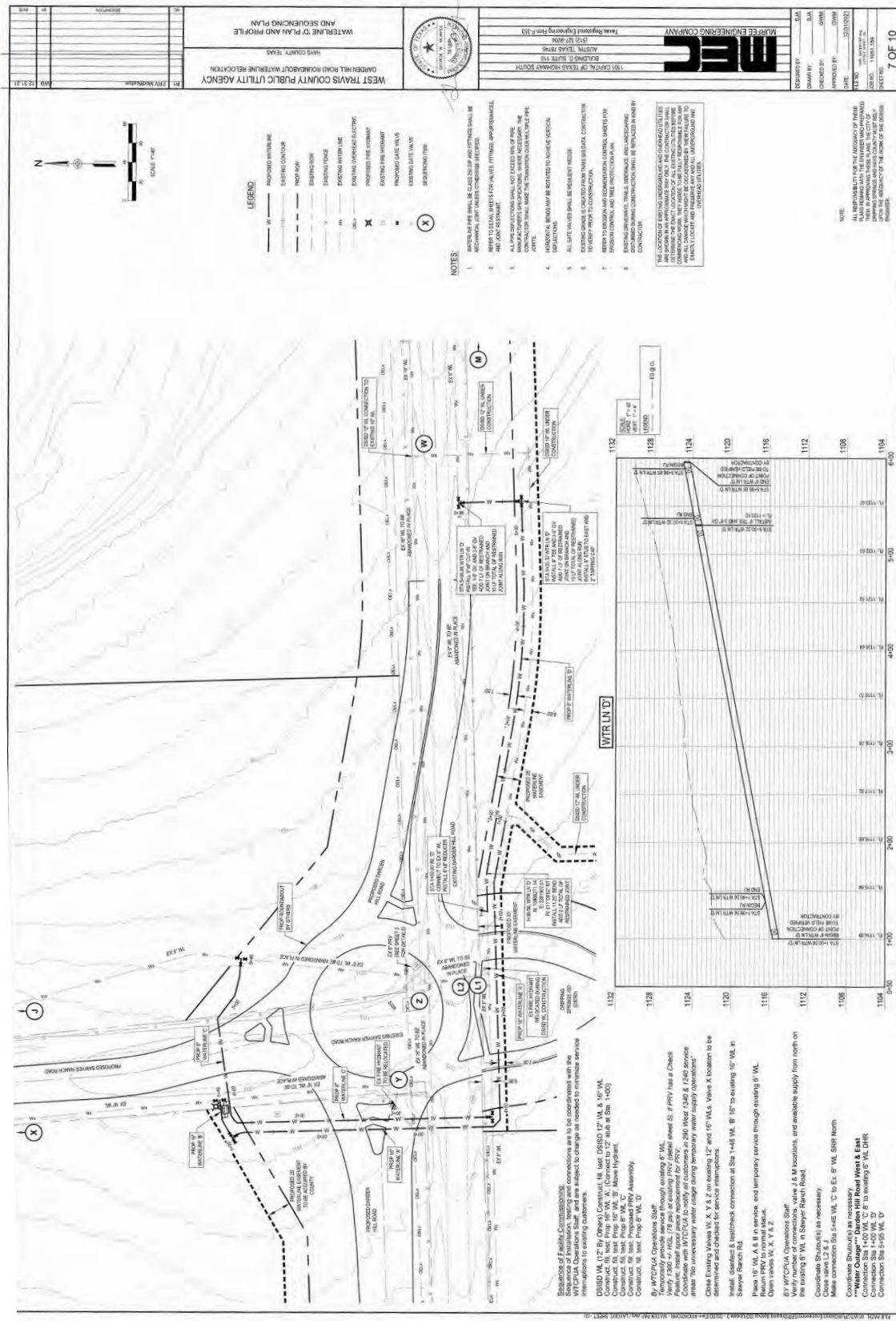












**NOTES:**

1. WATERLINE SHALL BE 12" DIA. 150# DUCTILE IRON PIPE WITH 10' MIN. COVER.
2. ALL VALVES SHALL BE 12" DIA. 150# DUCTILE IRON VALVES WITH 10' MIN. COVER.
3. ALL HYDRANTS SHALL BE 12" DIA. 150# DUCTILE IRON HYDRANTS WITH 10' MIN. COVER.
4. ALL CONNECTIONS SHALL BE 12" DIA. 150# DUCTILE IRON CONNECTIONS WITH 10' MIN. COVER.
5. ALL EXISTING VALVES SHALL BE 12" DIA. 150# DUCTILE IRON VALVES WITH 10' MIN. COVER.
6. ALL EXISTING HYDRANTS SHALL BE 12" DIA. 150# DUCTILE IRON HYDRANTS WITH 10' MIN. COVER.
7. ALL EXISTING CONNECTIONS SHALL BE 12" DIA. 150# DUCTILE IRON CONNECTIONS WITH 10' MIN. COVER.
8. ALL EXISTING WATERLINES SHALL BE 12" DIA. 150# DUCTILE IRON WATERLINES WITH 10' MIN. COVER.

**LEGEND:**

- 12" DIA. 150# DUCTILE IRON WATERLINE
- 12" DIA. 150# DUCTILE IRON VALVE
- 12" DIA. 150# DUCTILE IRON HYDRANT
- 12" DIA. 150# DUCTILE IRON CONNECTION
- EXISTING 12" DIA. 150# DUCTILE IRON WATERLINE
- EXISTING 12" DIA. 150# DUCTILE IRON VALVE
- EXISTING 12" DIA. 150# DUCTILE IRON HYDRANT
- EXISTING 12" DIA. 150# DUCTILE IRON CONNECTION

**SCALE:** 1" = 10'

**NORTH ARROW:** [Symbol]

**BY WTC/UA Operations Staff:**

Sequence of Installation, testing and connections are to be coordinated with the WTC/UA Operations Staff, and are subject to change as needed to minimize service interruption.

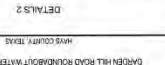
**CONNECTIONS:**

- CONNECTION 1: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 1.
- CONNECTION 2: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 2.
- CONNECTION 3: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 3.
- CONNECTION 4: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 4.
- CONNECTION 5: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 5.
- CONNECTION 6: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 6.
- CONNECTION 7: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 7.
- CONNECTION 8: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 8.
- CONNECTION 9: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 9.
- CONNECTION 10: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 10.

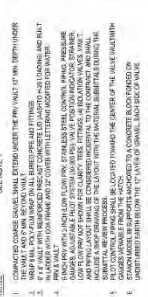
**CONNECTIONS TO BE MADE:**

- CONNECTION 1: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 1.
- CONNECTION 2: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 2.
- CONNECTION 3: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 3.
- CONNECTION 4: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 4.
- CONNECTION 5: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 5.
- CONNECTION 6: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 6.
- CONNECTION 7: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 7.
- CONNECTION 8: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 8.
- CONNECTION 9: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 9.
- CONNECTION 10: 12" DIA. 150# DUCTILE IRON VALVE, 15' W. OF VALVE 10.





## BAYDEN HILL ROAD ROUNDABOUT WATERLINE RELOCATION

[illegible]

**PRESSURE REDUCING VALVE (PRV) INSTALLATION**

[illegible]





**EXHIBIT C**  
**ESTIMATED WATER LINE RELOCATION COST**

| <b>WATERLINE COST</b> |      |  |   |     |      |             |  |                     |  |
|-----------------------|------|--|---|-----|------|-------------|--|---------------------|--|
| 509S-1                |      |  | TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS)                    | LF  | 1584 | \$3.00      |  | \$4,752.00          |  |
| 510-AW 16" Dia        |      |  | PIPE, 16" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL | LF  | 642  | \$196.00    |  | \$125,832.00        |  |
| 510-AW 8" Dia         |      |  | PIPE, 8" DIA. DUCTILE IRON (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL  | LF  | 942  | \$98.00     |  | \$92,316.00         |  |
| 510-KW                |      |  | 16" CUT-IN TEE  | EA  | 1    | \$5,000.00  |  | \$5,000.00          |  |
| 510-KW                |      |  | 6" CUT-IN TEE   | EA  | 3    | \$2,500.00  |  | \$7,500.00          |  |
| 511S-A                |      |  | GATE, DUCTILE IRON, 16" DIAMETER  | EA  | 5    | \$5,600.00  |  | \$28,000.00         |  |
| 511S-A                |      |  | GATE, DUCTILE IRON, 8" DIAMETER   | EA  | 6    | \$2,800.00  |  | \$16,800.00         |  |
| 511S-A                |      |  | GATE, DUCTILE IRON, 6" DIAMETER   | EA  | 6    | \$2,000.00  |  | \$12,000.00         |  |
| 511S-F                |      |  | 6" & 2" PRV & VAULT ASSEMBLY  | EA  | 1    | \$16,800.00 |  | \$16,800.00         |  |
| 511S-B                |      |  | FIRE HYDRANTS (SEE STANDARD NO. 511S-17)                                    | EA  | 1    | \$6,900.00  |  | \$6,900.00          |  |
| 604S-E                |      |  | NATIVE SEEDING FOR EROSION CONTROL, BROADCAST SEEDING                       | SY  | 4730 | \$3.00      |  | \$14,190.00         |  |
| 642S                  |      |  | SILT FENCE FOR EROSION CONTROL  | LF  | 335  | \$4.00      |  | \$1,340.00          |  |
|                       |      |  | <b>WATERLINE SUBTOTAL</b>   |     |      |             |  | <b>\$331,430.00</b> |  |
| 100                   | 6002 |  | PREPARING ROW   | STA | 22.5 | \$1,069.72  |  | \$24,068.76         |  |
| 502                   | 6001 |  | BARRICADES, SIGNS AND TRAFFIC HANDLING                                      | MO  | 6    | \$1,504.76  |  | \$8,291.24          |  |
| 500                   | 6001 |  | MOBILIZATION  | LS  | 1    | 10%         |  | \$36,379.00         |  |
|                       |      |  | <b>WATERLINE TOTAL</b>  |     |      |             |  | <b>\$400,169.00</b> |  |

EXHIBIT D  
ESTIMATED COUNTY AND CITY COST RESPONSIBILITY SUMMARY

|                           | <b>Hays County<br/>Responsibility</b> | <b>WTCPUA<br/>Responsibility</b> |
|---------------------------|---------------------------------------|----------------------------------|
| Shared-use Easement       |                                       |                                  |
| Acquisition               | \$9,800.00                            |                                  |
| Acquisition Expenses      | \$13,543.00                           |                                  |
|                           |                                       |                                  |
|                           |                                       |                                  |
| 16" Water Line Relocation |                                       | \$400,169.00                     |
|                           |                                       |                                  |
| <b>TOTAL</b>              | <b>\$23,343.00</b>                    | <b>\$400,169.00</b>              |

## **ITEM C**

## 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

Client: West Travis County PUA  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
jriechers@wtcpua.org

Date: April 12, 2022

Project No.: 11051.

**Project Name/Location:** Re-Plat of Lot 1, Block A, L.C.R.A. Bee Cave Subdivision No. 1, located at W State Hwy 71

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to assist the Client in securing the required approvals for a Re-Plat of Lot 1, Block A, L.C.R.A. Bee Cave Subdivision No. 1, proposing 2 or 3 lots on approximately 17.3 acres. The plat application, support maps, and reports required for submittal of the re-plat will be in accordance with the City of Bee Cave and Travis County ordinances and regulations.

**Fee Arrangement:** Time and materials in accordance with the approved rate sheet with an estimated fee as follows and detailed on the attached man-hour allocation:

|             |                           |
|-------------|---------------------------|
| Engineering | \$10,000                  |
| Survey      | \$ 7,800 (plus sales tax) |

The estimated fees include survey services, for plat preparation, to be performed by Capital Survey, The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure. Additional services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount listed above without approval by the WTCPUA.

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

Offered by:  
MURFEE ENGINEERING CO., INC.

Accepted by:  
West Travis County Public Utility Agency

  
George Murfee, P.E., President (Date)

\_\_\_\_\_  
Scott Roberts, Pres. WTCPUA (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 June 1<sup>st</sup>, 2021

| <u>Employee Classification</u>   | <u>Hourly Rate</u> |
|----------------------------------|--------------------|
| Principal                        | \$325              |
| Managing Engineer                | \$275              |
| Senior Project Manager           | \$225              |
| Project Manager                  | \$200              |
| Senior Project Engineer          | \$185              |
| Project Engineer                 | \$170              |
| Engineering Technician II        | \$140              |
| Engineering Technician I         | \$120              |
| Senior CAD Design Technician     | \$165              |
| CAD Design Technician            | \$135              |
| Draftsperson                     | \$115              |
| Project Administration Manager   | \$185              |
| Project Admin - Construction     | \$110              |
| Technical Admin Assistant/Intern | \$100              |
| Financial Services               | \$90               |
| Executive Assistant              | \$75               |
| Administrative Assistant         | \$65               |
| Reimbursable Expenses            | Cost + 15%         |

April 4, 2022

Murfee Engineering Company, Inc.  
C/o George Murfee, PE  
1101 S Capital of TX Hwy. D-100  
Austin, TX 78746

Re: Replat of Lot 1, L.C.R.A. Bee Cave Subdivision No. 1 (Approx. 17.3 Acres)

Dear Mr. Murfee:

This letter is my proposal for providing surveying services on the above referenced project. This proposal is to prepare a replat (into 2 or 3 lots) on the above referenced lot. The scope of services is further defined as follows:

**Final Plat**

- ◇ Establish the existing perimeter boundary of existing Lot 1 of the above-described subdivision. Turn the above information over to the project engineer so the dividing line(s) between the new lots can be determined.
- ◇ Prepare a two or three lot replat on the above-described subdivision lot.
- ◇ Address comments as needed from engineer and/or governmental reviewers.

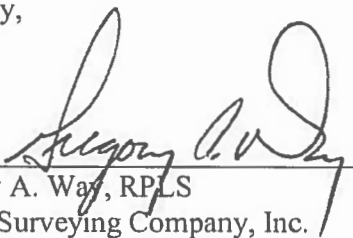
This proposal is based upon the following assumptions:

- ◇ No design surveys are included in this proposal.
- ◇ Plat processing will be provided by others.

The cost of the above services will be \$7,800.00 (plus sales tax).

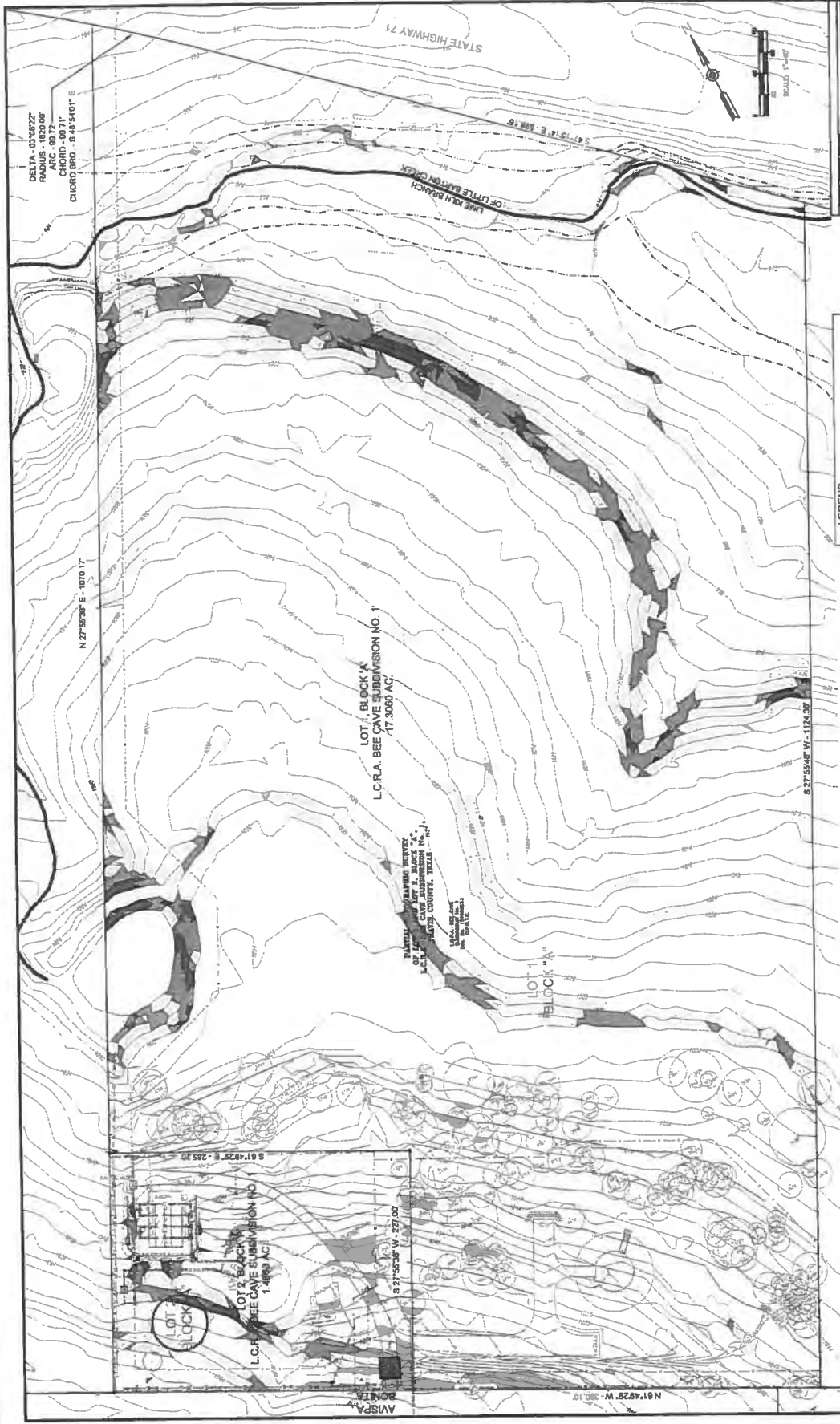
Thank you for the opportunity to be of service. Should you have any questions, please feel free to call.

Sincerely,

  
\_\_\_\_\_  
Gregory A. Way, RPLS  
Capital Surveying Company, Inc.

\_\_\_\_\_  
ACCEPTED

The Texas Board of Professional Engineers and Land Surveyors (TBPELS) is empowered to license Registered Professional Land Surveyors and to administer complaints filed against them. You may do so by writing the TBPELS  
1917 S. IH-35, Austin, Texas 78741, or by calling (512) 440-7723.  
Firm Registration No. 10126700



**LEGEND**

PROPERTY BOUNDARY  
EXISTING CONTOURS

MEC CALCULATED 100-YR  
FLOODPLAIN  
MEC CALCULATED 2-YR  
FLOODPLAIN  
BUFFER: 65 FT. OFFSET  
FROM 2-YR FLOODPLAIN  
CREEK CENTERLINE  
FEMA FLOODPLAIN

SEE F.E.M.A. FLOOD-INSURANCE MAPS FOR FLOODPLAIN DESIGNATION AND FLOOD RISK

**WEST TRANS COUNTY PUBLIC UTILITY AGENCY**  
BEE CAVE PUMP STATION - DESIGN STORAGE TANK #2

DESIGNED BY: [Signature]  
DATE: 05/05/10  
SCALE: 1"=40'

1100' Contour of Bee Cave Subdivision No. 1, Block "A", Subdivision No. 1, L.C.R.A. BEE CAVE SUBDIVISION NO. 1, 17.3060 AC.

**SLOPES TABLE (LOT 1)**

| NO | MAX SLOPE | AREA (AC) | COLOR |
|----|-----------|-----------|-------|
| 1  | 8.00%     | 14.81     |       |
| 2  | 15.00%    | 2.50      |       |
| 3  | 25.00%    | 0.44      |       |
| 4  | 35.00%    | 0.13      |       |

**SLOPES TABLE (LOT 2)**

| NO | MAX SLOPE | AREA (AC) | COLOR |
|----|-----------|-----------|-------|
| 1  | 8.00%     | 1.21      |       |
| 2  | 15.00%    | 0.18      |       |
| 3  | 25.00%    | 0.08      |       |
| 4  | 35.00%    | 0.02      |       |

**REVISIONS**

| NO | DATE     | DESCRIPTION |
|----|----------|-------------|
| 1  | 05/05/10 | DESIGN      |

## ITEM D

## 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

Client: West Travis County PUA  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
jriechers@wtcpua.org

Date: April 12, 2022

Project No.: 11051.

**Project Name/Location:** Re-Plat of Lot 12, Block H, Lake Point Subdivision, Phase 1B, located at 3100 Napa Drive

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to perform a feasibility study, and if feasible, assist the Client in securing the required approvals for a Re-Plat of Lot 12, Block H.

### Task Detail:

**Task 1** - Feasibility study of dividing Lot 12, Block H, into two lots given the existing and proposed WTCPUA utility facility improvements on the lot. The study will evaluate the project in accordance with the ordinances and regulations of the City of Bee Cave and Travis County and give a recommendation.

**Task 2** – If feasible, engineering services include assisting the client in the preparation of the plat application, support maps, and reports required for submittal of the re-plat to the City of Bee Cave and Travis County for review and approval.

**Fee Arrangement:** Time and materials in accordance with the approved rate sheet with an estimated fee as follows and detailed on the attached man-hour allocation:

|        |             |                           |
|--------|-------------|---------------------------|
| Task 1 | Engineering | \$ 2,800                  |
| Task 2 | Engineering | \$10,800                  |
|        | Survey      | \$ 6,800 (plus sales tax) |

The estimated fees include survey services, for plat preparation, to be performed by Capital Survey, The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure. Additional services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount listed above without approval by the WTCPUA.

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

Offered by:  
MURFEE ENGINEERING CO., INC.

Accepted by:  
West Travis County Public Utility Agency



George Murfee, P.E., President (Date)

\_\_\_\_\_  
Scott Roberts, Pres. WTCPUA (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.

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HOURLY RATE SCHEDULE

Effective June 1<sup>st</sup>, 2021

| <u>Employee Classification</u>   | <u>Hourly Rate</u> |
|----------------------------------|--------------------|
| Principal                        | \$325              |
| Managing Engineer                | \$275              |
| Senior Project Manager           | \$225              |
| Project Manager                  | \$200              |
| Senior Project Engineer          | \$185              |
| Project Engineer                 | \$170              |
| Engineering Technician II        | \$140              |
| Engineering Technician I         | \$120              |
| Senior CAD Design Technician     | \$165              |
| CAD Design Technician            | \$135              |
| Draftsperson                     | \$115              |
| Project Administration Manager   | \$185              |
| Project Admin - Construction     | \$110              |
| Technical Admin Assistant/Intern | \$100              |
| Financial Services               | \$90               |
| Executive Assistant              | \$75               |
| Administrative Assistant         | \$65               |
| Reimbursable Expenses            | Cost + 15%         |



April 4, 2022

Murfee Engineering Company, Inc.  
C/o George Murfee, PE  
1101 S Capital of TX Hwy. D-100  
Austin, TX 78746

Re: Replat of Lot 12, Block H, Lake Point Subdivision, Phase 1B (Approx. 2.95 Acres)

Dear Mr. Murfee:

This letter is my proposal for providing surveying services on the above referenced project. This proposal is to prepare a replat (into 2 or 3 lots) on the above referenced lot. The scope of services is further defined as follows:

**Final Plat**

- ◇ Establish the existing perimeter boundary of existing Lot 12 of the above-described subdivision. Turn the above information over to the project engineer so the dividing line(s) between the new lots can be determined.
- ◇ Prepare a two or three lot replat on the above-described subdivision lot.
- ◇ Address comments as needed from engineer and/or governmental reviewers.


This proposal is based upon the following assumptions:

- ◇ No design surveys are included in this proposal.
- ◇ Plat processing will be provided by others.

The cost of the above services will be \$6,800.00 (plus sales tax).

Thank you for the opportunity to be of service. Should you have any questions, please feel free to call.

Sincerely,

  
\_\_\_\_\_  
Gregory A. Way, RPLS  
Capital Surveying Company, Inc.

\_\_\_\_\_  
ACCEPTED

The Texas Board of Professional Engineers and Land Surveyors (TBPELS) is empowered to license Registered Professional Land Surveyors and to administer complaints filed against them. You may do so by writing the TBPELS  
1917 S. IH-35, Austin, Texas 78741, or by calling (512) 440-7723.  
Firm Registration No. 10126700

Lake Pointe MUD  
Outline of Proposed Conveyance Agreement  
**Napa Pond & Waste Water Treatment Plant Properties**  
March 11, 2022; Page 1 of 4

3012 Napa Drive  
PID: 438166

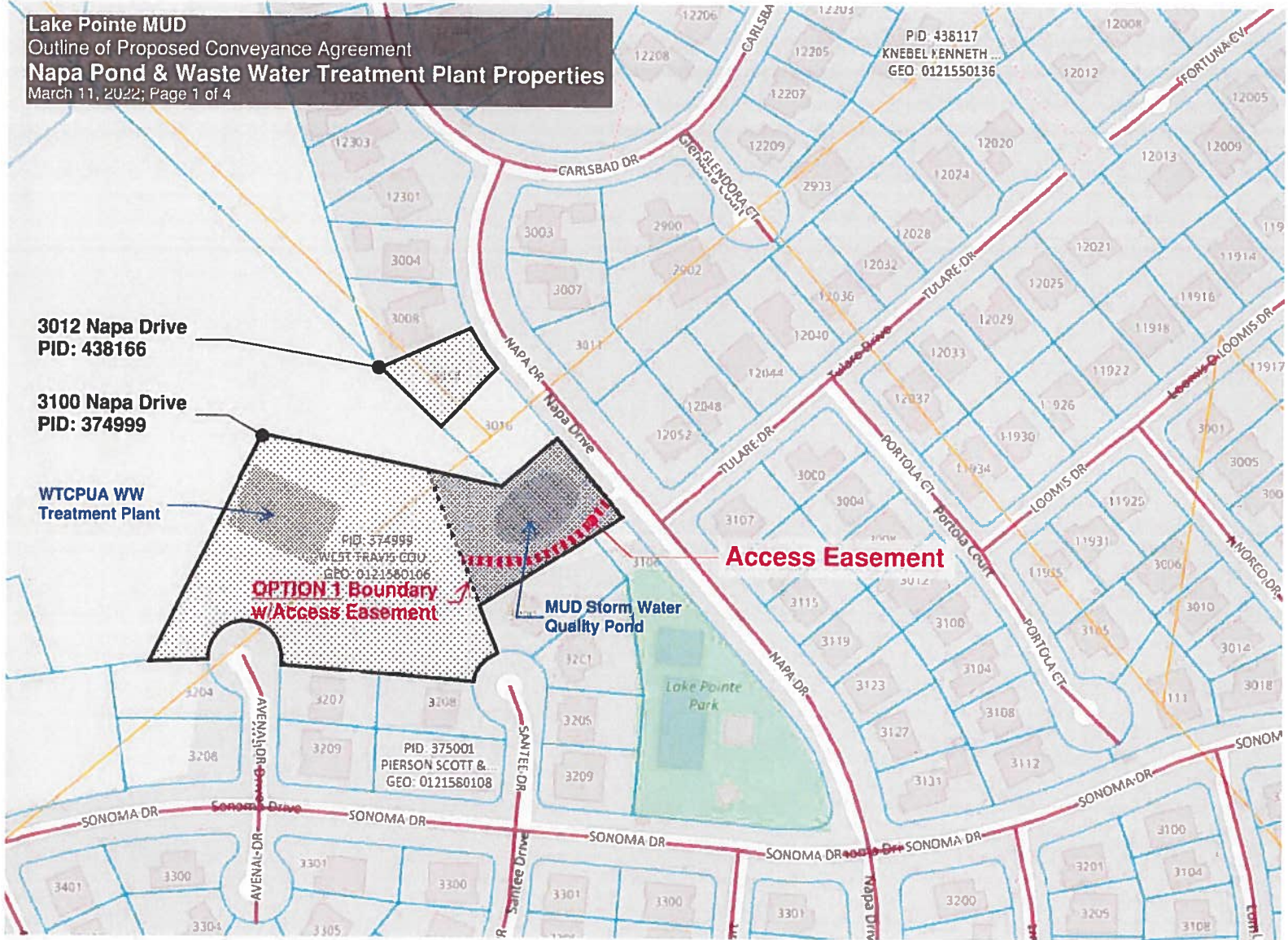
3100 Napa Drive  
PID: 374999

WTCPUA WW  
Treatment Plant

OPTION 1 Boundary  
w/Access Easement

MUD Storm Water  
Quality Pond

Access Easement



## **ITEM E**



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

April 13, 2022

Ms. Ginger Faught, Deputy City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Re: **Amended** Service Availability  
Double L Ranch (Project)  
WTCPUA Project # TBD  
(Located outside of WTCPUA Certificate of Convenience and Necessity No. 13207)

Ms. Faught:

The West Travis County Public Utility Agency (WTCPUA), as the wholesale water utility service provider for the referenced application, has completed its review of a requested service by application dated January 26, 2019 by the City of Dripping Springs ("Owner") and Double L Ranch ("Applicant") and amended application dated March 11, 2022. This Property is subject to the *Wholesale Water Services Agreement Between Lower Colorado River Authority and City of Dripping Springs* ("Service Agreement") dated March 11, 2003, as assigned. In accordance with West Travis County Public Utility Agency Water and Sewer Service and Development Policies, the WTCPUA will provide a total Level of Service allocation of **3,393 LUEs**, effective upon the Owner and Applicant complying with the Service Extension Request (SER) Conditions for the Project set forth below:

### **SER CONDITIONS**

1. The Owner and Applicant are subject to the terms and conditions of *West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Service*, known as the WTCPUA Rate Tariff, as amended from time to time by the Board of Directors of the West Travis County Public Utility Agency.
2. Wholesale water service is subject to the Owner filing an application to the appropriate and competent jurisdiction and obtain approval to add to its current *Certificate of Convenience and Necessity* all the Property as described herein for the Exclusive Right to provide potable water service to the Property.
3. Wholesale water service is subject to the Owner entering into an *Amended and Restated Wholesale Water Service Agreement* with the WTCPUA enumerating, specifying, documenting and clarifying certain

elements of the Agreement including, but not limited to, wholesale rates, Point of Delivery, extensions of service, etc.— alternately, the WTCPUA would provide retail service should the City elect not to.

4. The Owner and/or Applicant completes the review process of technical plans associated with necessary modifications to the existing WTCPUA infrastructure due to the Project and new facilities necessary to facilitate the delivery of wholesale water service to the Owner.
5. The Owner and/or Applicant or the WTCPUA constructs, at Applicant's sole cost and expense, all water service extensions of facilities necessary to facilitate wholesale service to the Property, including but not limited to:
  - a. A minimum 16" transmission water line for interim service from the 1420 pressure plane infrastructure at US290, in the vicinity of or directly from the WTCPUA 1420 Elevated Storage Tank to RR12.
6. The WTCPUA inspects and accepts such facilities and Owner and/or Applicant conveys such facilities to the WTCPUA.
7. Owner and/or Applicant shall coordinate with the WTCPUA for identification and dedication of an elevated storage tank (EST) site, the location of which shall be mutually agreed to, for construction of a WTCPUA 1340 EST that may be a part of the WTCPUA CIP.
8. The Applicant, at its sole cost and expense, grants to the WTCPUA all exclusive-use easements necessary for the WTCPUA to own and operate the facilities in a form and manner acceptable to the WTCPUA.
9. Service to 243 LUEs that are contained in the Phase I Preliminary Plan provided by the Developer shall be available from interim service via the 1420 pressure plane. Up to 1,000 LUEs of service are available from the 1420 interim service, however such service shall be subject to WTCPUA review.
10. Service beyond 1,000 LUEs (up to the full allocation of 3,393) shall be contingent on the WTCPUA 1340 facility improvements, including the Fitzhugh Road Water Line and 1340 Elevated Storage Tank.
11. 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.
12. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
13. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
14. The Applicant 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:
  - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;

Ms. Ginger Faught

Page 3

April 21, 2022

- TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
- U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

15. The Owner and/or Applicant pays all applicable fees and charges associated with the extension of service; and,

16. The Owner and/or Applicant follows and complies with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.

Please be advised that conditions may change over time and the WTCPUA will not reserve or commit water capacity to the Property until all conditions listed above are met. Also, please be advised that the WTCPUA will not provide direct fire flow service to the Property, and, as such, the Applicant 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 do not hesitate to contact me.

Sincerely,

Jennifer Riechers

General Manager

CC: Tricia Altamirano  
Jennifer Smith  
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.  
George Murfee, Murfee Engineering Company, Inc.







## 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

April 14, 2022

Mr. Brett Denton  
Ardent Residential  
5453 Burnet Rd. #203  
Austin, TX 78756

Re: 8921 Hwy. 290 West  
Austin, TX 78737

Dear Mr. Denton:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a multi-family development. Service Availability for one hundred eighty three (183) 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 one hundred eighty three (183) 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 and any necessary offsite facilities as outlined in the Non-Standard Water Service Agreement 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 Hays County or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water 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.
13. Developer shall fund its prorata share (based on a reservation 183 LUEs) of the design, permitting and construction costs of (i) the elevated storage tank (750,000 gallons) within Parten Ranch and (ii) the 1240 Conversion Water Line. An estimated cost of \$2,095,000 for the 1240 (450,000 gallon) elevated storage tank and \$1,400,000 for the 1240 Conversion Water Line were presented in the WTCPUA 2021 Impact Fee Study dated July 2021. The actual cost will be higher due to the increase in size of the 1240 elevated storage tank and the expected increase in construction costs. Developer shall pay funds to WTCPUA within forty five (45) days of the effective date of the Non-standard Water Service Agreement. Upon payment by Developer of such funds to the WTCPUA, WTCPUA will commence design, permitting and construction of the WTCPUA Capital Projects.
14. WTCPUA will lead an effort to coordinate with the City of Austin (Austin Water) for the approval, design and construction of a 30" water line from approximately the intersection of Williamson Creek Drive and Circle Drive to US 290 West to the retail meter locations on the Proposed Development ("Temporary and Emergency Interconnect"). The Temporary and Emergency Interconnect facilities will parallel the PUA's existing 24" line between Circle Drive and Highway 290 West. Temporary and Emergency Interconnect will generally be located in the WTCPUA's existing easement. The WTCPUA will pay all costs associated with the Temporary and Emergency Interconnect. Developer will work closely with, and actively support the WTCPUA's efforts to obtain approval from the City of Austin for the Temporary and Emergency

Interconnect and from the City of Austin for 183 LUEs of temporary service until the completion of the WTCPUA Capital Projects.

15. Developer shall fund all costs associated with the design, permitting and construction of the 12-Inch Waterline Extension and will pay such funds to the WTCPUA within forty five (45) days of the effective date of the Non-standard Water Service Agreement. WTCPUA shall work with Developer to commence design, permitting and construction of the 12-Inch Waterline Extension in a timeframe that meets the needs of the Proposed Development.
16. WTCPUA shall commence retail service to the Proposed Development upon the earlier of:
  - a. Completion of the Temporary and Emergency Interconnect, subject to approval by and conditions of temporary service from the City of Austin (Austin Water) and upon Developer's completion of all other terms and conditions of the Non-standard Water Service Agreement; or
  - b. Completion of WTCPUA Capital Projects and upon Developer's completion of all other terms and conditions of the Non-standard Water Service Agreement. **Developer and WTCPUA agree that they will work together toward a goal of commencement of retail service to the Proposed Development within three years of the effective date under either alternative stated in this paragraph. Developer acknowledges that such timing is dependent upon regulatory approvals and supply chain issues outside the control of WTCPUA but that WTCPUA will work with Developer to facilitate service to the Proposed Development as soon as possible under the terms and conditions of the Non-standard Water Service Agreement.**

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

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

Sincerely,

Jennifer Riechers  
General Manager

Cc: Jennifer Smith  
Keli Kirkley  
Jennifer Riechers  
Tricia Altamirano

George Murfee, Murfee Engineering Inc.  
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.





## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

April 14, 2022

Mr. Vito Trupiano  
Endeavor Real Estate Group  
500 West 5<sup>th</sup> St., Ste. 700  
Austin, TX 78701

Re: 9021 Hwy. 290 West  
Austin, TX 78737

Dear Mr. Trupiano:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a multi-family development, condominiums and retail center. Service Availability for three hundred seventy eight (378) 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 three hundred sixty eight (378) 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 and any necessary offsite facilities as outlined in the Non-Standard Water Service Agreement 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 Hays County or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water 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.
13. Developer shall fund its prorata share (based on a reservation 378 LUEs) of the design, permitting and construction costs of (i) the elevated storage tank (750,000 gallons) within Parten Ranch and (ii) the 1240 Conversion Water Line. An estimated cost of \$2,095,000 for the 1240 (450,000 gallon) elevated storage tank and \$1,400,000 for the 1240 Conversion Water Line were presented in the WTCPUA 2021 Impact Fee Study dated July 2021. The actual cost will be higher due to the increase in size of the 1240 elevated storage tank and the expected increase in construction costs. Developer shall pay funds to WTCPUA within forty five (45) days of the effective date of the Non-standard Water Service Agreement. Upon payment by Developer of such funds to the WTCPUA, WTCPUA will commence design, permitting and construction of the WTCPUA Capital Projects.
14. WTCPUA will lead an effort to coordinate with the City of Austin (Austin Water) for the approval, design and construction of a 30" water line from approximately the intersection of Williamson Creek Drive and Circle Drive to US 290 West to the retail meter locations on the Proposed Development ("Temporary and Emergency Interconnect"). The Temporary and Emergency Interconnect facilities will parallel the PUA's existing 24" line between Circle Drive and Highway 290 West. Temporary and Emergency Interconnect will generally be located in the WTCPUA's existing easement. The WTCPUA will pay all costs associated with the Temporary and Emergency Interconnect. Developer will work closely with, and actively support

the WTCPUA's efforts to obtain approval from the City of Austin for the Temporary and Emergency Interconnect and from the City of Austin for 378 LUEs of temporary service until the completion of the WTCPUA Capital Projects.

15. Developer shall fund all costs associated with the design, permitting and construction of the 12-Inch Waterline Extension and will pay such funds to the WTCPUA within forty five (45) days of the effective date of the Non-standard Water Service Agreement. WTCPUA shall work with Developer to commence design, permitting and construction of the 12-Inch Waterline Extension in a timeframe that meets the needs of the Proposed Development.
16. WTCPUA shall commence retail service to the Proposed Development upon the earlier of:
  - a. Completion of the Temporary and Emergency Interconnect, subject to approval by and conditions of temporary service from the City of Austin (Austin Water) and upon Developer's completion of all other terms and conditions of the Non-standard Water Service Agreement; or
  - b. Completion of WTCPUA Capital Projects and upon Developer's completion of all other terms and conditions of the Non-standard Water Service Agreement. **Developer and WTCPUA agree that they will work together toward a goal of commencement of retail service to the Proposed Development within three years of the effective date under either alternative stated in this paragraph. Developer acknowledges that such timing is dependent upon regulatory approvals and supply chain issues outside the control of WTCPUA but that WTCPUA will work with Developer to facilitate service to the Proposed Development as soon as possible under the terms and conditions of the Non-standard Water Service Agreement.**

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

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

Sincerely,

Jennifer Riechers  
General Manager

Cc: Jennifer Smith  
Keli Kirkley  
Jennifer Riechers  
Tricia Altamirano

George Murfee, Murfee Engineering Inc.  
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.





## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

April 13, 2022

Mr. Vito Trupiano, PE  
Development Associate  
Endeavor Real Estate Group  
500 West 5<sup>th</sup> Street, Suite 700  
Austin, Texas 78701  
[vtrupiano@ENDEAVOR-RE.com](mailto:vtrupiano@ENDEAVOR-RE.com)

Re: 11017 Fitzhugh Road  
Mixed Used  
WTCPUA Project # 290-21-012

Dear Mr. Trupiano:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a multi-family development. Service Availability for one hundred eighty (180) 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 one hundred eighty (180) 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. **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.** 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;
13. Developer shall dedicate 30-foot wide easement from US 290 to the western boundary of the tract at Fitzhugh Rd and water line easement along the frontage of Fitzhugh Rd.

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. Please sign in space below acknowledging acceptance of terms of this Service Availability Letter and return to Tricia Altamirano.

Mr. Vito Trupiano  
Page 3  
April 21, 2022

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

Sincerely,

Jennifer Riechers  
General Manager  
West Travis County Public Utility Agency

Accepted by:

ENDEAVOR REAL ESTATE GROUP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

April 13, 2022

Luis Bordes  
Cypressbrook Company  
1776 Woodstead Court, Ste. 218  
Woodlands, TX 77380

Re: Ariza 290 West  
13900 W US-290  
Austin, TX 78737

Dear Mr Bordes,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a multi-family development. Service Availability for one hundred forty-seven (147) 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 one hundred forty-seven (147) 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. **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.** 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.

Please sign the signature block below indicating acceptance of conditions included in this document.

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

Sincerely,

Jennifer Riechers  
General Manager

Cc: Matt Murray, WTCPUA  
Jennifer Smith, WTCPUA

CYPRESSBROOK COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Ms. Katie Stewart, P.E.

April 14, 2022

Page 3

Keli Kirkley, WTCPUA

Jennifer Riechers, WTCPUA

Tricia Altamirano, P.E., WTCPUA

George Murfee, Murfee Engineering Inc.

Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.

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Date: Oct 06, 2021 11:25:26 AM THIS MAP WAS CREATED USING THE PAPE-DAWSON GIS WEB MAPPING SERVICES



THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

ARIZA DRIPPING SPRINGS  
HAYS COUNTY, TEXAS

DATE Oct 2021  
SHEET 1.0



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
TEPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800



## **ITEM F**



**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(8921 HWY. 290 WEST--ARDENT)**

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 Ardent Residential, L.P. (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 69 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 Ardent Residential, L.P., 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) “Temporary and Emergency Interconnect” means the proposed 30” waterline to connect with the City of Austin (Austin Water) System as described in Section 3.1.
- (m) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (n) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (o) “WTCPUA Capital Projects” means the facilities and improvements to the WTCPUA System identified in the WTCPUA’s capital improvement plan and described in Section 3.2 that need to be constructed in order for the WTCPUA to provide retail water service to Proposed Development and to be funded in part by Developer as described in Section 3.1.
- (p) “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.
- (q) “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.

- (r) “12-Inch Waterline Extension” means the 12” water line extension from the retail service meters connection for the Proposed Development to the 1308 water line located at Geneva Parkway and US290 to be funded by Developer and designed and constructed by the WTCPUA as described in Section \_\_ below.

**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 183 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 183 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 Funding of WTCPUA Capital Projects and Temporary Water Service from City of Austin.** Developer shall fund its prorata share (based on a reservation 183 LUEs) of the design, permitting and construction costs of (i) the elevated storage tank (750,000 gallons) within Parten Ranch and (ii) the 1240 Conversion Water Line. An estimated cost of \$2,095,000 for the 1240 (450,000 gallon) elevated storage tank and \$1,400,000 for the 1240 Conversion Water Line were presented in the WTCPUA 2021 Impact Fee Study dated July 2021. The actual cost will be higher due to the increase in size of the 1240 elevated storage tank and expected increase in construction costs. Upon payment by Developer of such funds to the WTCPUA, WTCPUA will commence design, permitting and construction of the WTCPUA Capital Projects.

WTCPUA will lead an effort to coordinate with the City of Austin (Austin Water) for the approval, design and construction of a 30” water line from approximately the intersection of Williamson Creek Drive and Circle Drive to US 290 West to the retail meter locations on the Proposed Development (“Temporary and Emergency Interconnect”). The Temporary and Emergency Interconnect facilities will parallel the PUA’s existing 24” line between Circle Drive and Highway 290 West (see Exhibit B). Temporary and Emergency Interconnect will generally be located in the WTCPUA’s existing easement. The WTCPUA will pay all costs associated with the Temporary and Emergency Interconnect. Developer will work closely with, and actively support the WTCPUA’s efforts to obtain approval from the City of Austin for the Temporary and Emergency Interconnect for 183 LUEs of temporary service until the completion of the WTCPUA Capital Projects.

**Section 3.2    12-Inch Waterline Exentsion.** Developer shall fund all costs associated with the design, permitting and construction of the 12-Inch Waterline Extension and will pay such funds to the WTCPUA within 45 days of the Effective Date. WTCPUA shall work with Developer to commence design, permitting and construction of the 12-Inch Waterline Extension in a timeframe that meets the needs of the Proposed Development.

**Section 3.3    Construction of Developer Facilities.** Developer shall construct, at Developer’s sole cost and expense, all Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Upon WTCPUA inspection and acceptance of the Developer Facilities, Developer shall convey such facilities to the WTCPUA in a form and manner acceptable to WTCPUA. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies. Construction of 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 WTCPUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

**Section 3.4    Developer Deposit.** As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 (“Developer Deposit”), which shall be used to pay the WTCPUA’s charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

**ARTICLE IV**  
**COMMENCEMENT OF SERVICE BY WTCPUA**

**Section 4.1**    **Conditions Precedent to and Timing of Commencement of Service.** WTCPUA shall commence retail service to the Proposed Development upon the earlier of

- (a) completion of the Temporary and Emergency Interconnect, subject to approval by and conditions of temporary service from the City of Austin (Austin Water) and upon Developer's completion of all other terms and conditions of this Agreement; or
- (b) completion of WTCPUA Capital Projects and upon Developer's completion of all other terms and conditions of this Agreement. **Developer and WTCPUA agree that they will work together toward a goal of commencement of retail service to the Proposed Development within three years of the Effective Date under either alternative stated in this Section 4.1. Developer acknowledges that such timing is dependent upon regulatory approvals and supply chain issues outside the control of WTCPUA but that WTCPUA will work with Developer to facilitate service to the Proposed Development as soon as possible under the terms and conditions of this Agreement.**

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 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.

**Section 4.2**    **Impact Fees.** At such time that the WTCPUA Capital Projects are complete to the Proposed Development and all development project close-out requirements have been met as provided in this Agreement for the Developer Facilities, the Developer will pay to the WTCPUA Impact Fees for 183 LUEs. Within forty five (45) days of remittance of such payment, the WTCPUA shall reimburse Developer the amount it funded for construction of the WTCPUA Capital Projects as set forth in Section 3.1 above.

**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 183 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 183 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 183 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:

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

Email: lkalisek@lglawfirm.com

Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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



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

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

*[Signature pages to follow]*

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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Walt Smith  
Secretary/Treasurer

Date: \_\_\_\_\_

**ARDENT RESIDENTIAL, L.P.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

`Nonstandard Service Agreement – [8921 Hwy. 290 West]

**EXHIBIT B**  
**DEVELOPER FACILITIES**



**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(9021 Hwy. 290 West – Endeavor)**

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 Endeavor Real Estate Group (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 78 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 Endeavor Real Estate Group 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) “Temporary and Emergency Interconnect” means the proposed 30” waterline to connect with the City of Austin (Austin Water) System as described in Section 3.1.
- (m) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (n) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (o) “WTCPUA Capital Projects” means the facilities and improvements to the WTCPUA System identified in the WTCPUA’s capital improvement plan and described in Section 3.2 that need to be constructed in order for the WTCPUA to provide retail water service to Proposed Development and to be funded in part by Developer as described in Section 3.1.
- (p) “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.
- (q) “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.

- (r) “12-Inch Waterline Extension” means the 12” water line extension from the retail service meters connection for the Proposed Development to the 1308 water line located at Geneva Parkway and US290 to be funded by Developer and designed and constructed by the WTCPUA as described in Section 3.2 below.

**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 378 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 378 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 Funding of WTCPUA Capital Projects and Temporary Water Service from City of Austin.** Developer shall fund its prorata share (based on a reservation 378 LUEs) of the design, permitting and construction costs of (i) the elevated storage tank (750,000 gallons) within Parten Ranch and (ii) the 1240 Conversion Water Line. An estimated cost of \$2,095,000 for the 1240 (450,000 gallon) elevated storage tank and \$1,400,000 for the 1240 Conversion Water Line were presented in the WTCPUA 2021 Impact Fee Study dated July 2021. The actual cost will be higher due to the increase in size of the 1240 elevated storage tank and the expected increase in construction costs. Developer shall pay funds to WTCPUA within forty five (45) days of the Effective Date. Upon payment by Developer of such funds to the WTCPUA, WTCPUA will commence design, permitting and construction of the WTCPUA Capital Projects.

WTCPUA will lead an effort to coordinate with the City of Austin (Austin Water) for the approval, design and construction of a 30” water line from approximately the intersection of Williamson Creek Drive and Circle Drive to US 290 West to the retail meter locations on the Proposed Development (“Temporary and Emergency Interconnect”). The Temporary and Emergency Interconnect facilities will parallel the PUA’s existing 24” line between Circle Drive and Highway 290 West (see **Exhibit B**). Temporary and Emergency Interconnect will generally be located in the WTCPUA’s existing easement. The WTCPUA will pay all costs associated with the Temporary and Emergency Interconnect. Developer will work closely with, and actively support the WTCPUA’s efforts to obtain approval from the City of Austin for the Temporary and Emergency Interconnect and from the City of Austin for 378 LUEs of temporary service until the completion of the WTCPUA Capital Projects.

**Section 3.2 12-Inch Waterline Exentsion.** Developer shall fund all costs associated with the design, permitting and construction of the 12-Inch Waterline Extension and will pay such funds to the WTCPUA within forty five (45) days of the Effective Date. WTCPUA shall work with Developer to commence design, permitting and construction of the 12-Inch Waterline Extension in a timeframe that meets the needs of the Proposed Development.

**Section 3.3 Construction of Developer Facilities.** Developer shall construct, at Developer’s sole cost and expense, all Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Upon WTCPUA inspection and acceptance of the Developer Facilities, Developer shall convey such facilities to the WTCPUA in a form and manner acceptable to WTCPUA. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies. Construction of 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 WTCPUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.

**Section 3.4 Developer Deposit.** As of the Effective Date, Developer has deposited with the WTCPUA the sum of **\$5,000** (“Developer Deposit”), which shall be used to pay the WTCPUA’s charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

**ARTICLE IV**  
**COMMENCEMENT OF SERVICE BY WTCPUA**

**Section 4.1**    **Conditions Precedent to and Timing of Commencement of Service.** WTCPUA shall commence retail service to the Proposed Development upon the earlier of:

- (a) completion of the Temporary and Emergency Interconnect, subject to approval by and conditions of temporary service from the City of Austin (Austin Water) and upon Developer's completion of all other terms and conditions of this Agreement; or
- (b) completion of WTCPUA Capital Projects and upon Developer's completion of all other terms and conditions of this Agreement. **Developer and WTCPUA agree that they will work together toward a goal of commencement of retail service to the Proposed Development within three years of the Effective Date under either alternative stated in this Section 4.1. Developer acknowledges that such timing is dependent upon regulatory approvals and supply chain issues outside the control of WTCPUA but that WTCPUA will work with Developer to facilitate service to the Proposed Development as soon as possible under the terms and conditions of this Agreement.**

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 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.

**Section 4.2**    **Impact Fees.** At such time that the WTCPUA Capital Projects are complete to the Proposed Development and all development project close-out requirements have been met as provided in this Agreement for the Developer Facilities, the Developer will pay to the WTCPUA Impact Fees for 378 LUEs. Within forty five (45) days of remittance of such payment, the WTCPUA shall reimburse Developer the amount it funded for construction of the WTCPUA Capital Projects as set forth in Section 3.1 above.

**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 378 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 378 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 378 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:

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

Email: lkalisek@lglawfirm.com

Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

*[Signature pages to follow]*

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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Walt Smith  
Secretary/Treasurer

Date: \_\_\_\_\_



**ENDEAVOR REAL ESTATE GROUP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

`Nonstandard Service Agreement – [8921 Hwy. 290 West]

**EXHIBIT B**  
**DEVELOPER FACILITIES**



**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(11017 FITZHUGH ROAD MIXED USE)**

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 Endeavor Real Estate Group (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 55.97 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 Endeavor Real Estate Group 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 agrees to provide up to 180 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 water service to Retail Customers located within the Proposed Development that collectively exceed 180 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 180 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 180 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 180 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 180 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:

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

Email: lkalisek@lglawfirm.com

Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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

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

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

*[Signature pages to follow]*

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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

Date: \_\_\_\_\_

**ENDEAVOR REAL ESTATE GROUP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**EXHIBIT B**  
**DEVELOPER FACILITIES**

Dedicate 30 foot wide easement for Fitzhugh Road Transmission Main Line thru property

Dedicate water line easement on frontage with Fitzhugh Road

Dedicate working easement for all water line on tract as needed





**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(ARIZA 290 WEST)**

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

WHEREAS, Developer currently owns and plans to develop approximately 19.16 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 Cypressbrook Company 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 147 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 water service to Retail Customers located within the Proposed Development that collectively exceed 147 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 147 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 147 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 147 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 147 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](mailto:jriechers@wtcpua.org)

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

Email: lkalisek@lglawfirm.com

Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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

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

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

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

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

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



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

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

*[Signature pages to follow]*

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

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

Date: \_\_\_\_\_

**CYPRESSBROOK COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**EXHIBIT B**  
**DEVELOPER FACILITIES**

## **ITEM G**

## **RESOLUTION ADOPTING AN EFFLUENT REBATE POLICY**

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**WHEREAS**, West Travis County Public Utility Agency (the “**WTCPUA**”) is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and West Travis County Municipal Utility District No. 5 and governed by Chapter 572 of the Texas Local Government Code; and

**WHEREAS**, the WTCPUA owns and operates a domestic wastewater system (such system, as may be modified or expanded, is the “*Wastewater System*”), whereby the WTCPUA treats wastewater pursuant to its Texas Land Application Permit No. WQ001359400, as may be amended or expanded (the “*TLAP Permit*”) and disposes the treated effluent on certain tracts of land identified in the TLAP Permit; and

**WHEREAS**, the WTCPUA, as successor to the Lower Colorado River Authority, is a party to agreements with certain landowners (“***TLAP Customers***”) contemplating the disposal of the treated effluent generated from the Wastewater System on their land; and

**WHEREAS**, Board of Directors of WTCPUA has determined that it could be beneficial for both the WTCPUA and its TLAP Customers to implement additional measures to facilitate the disposal of the treated effluent generated from the Wastewater System on their land under certain conditions; and, accordingly, the Board of Directors it desires to adopt an effluent rebate policy.

**NOW THEREFORE**, it is resolved by the Board of Directors of the WTCPUA, as follows:

**Section 1:** The above recitals are true and correct and are incorporated into this Order for all purposes.

**Section 2:** The WTCPUA's Board of Directors hereby approves and adopts the Effluent Rebate Policy (the "***Policy***"), as shown in Attachment A.

**Section 3:** The WTCPUA's Board of Directors further authorizes the General Manager to take further actions as necessary to implement the Policy.

**PASSED AND APPROVED** this \_\_\_\_\_ day of April, 2022.

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Scott Roberts, President  
Board of Directors

ATTEST:

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Walt Smith, Secretary  
Board of Directors



**ATTACHMENT A**

The Policy

## Effluent Rebate Incentive

As part of the ongoing effort to manage WTCPUA pond levels and effluent usage, the WTCPUA has implemented an Effluent Rebate Incentive to encourage effluent use when storage ponds are at or near management target levels, as determined by the WTCPUA. This incentive is designed to encourage TLAP customers to increase treated effluent take during certain months to help keep effluent pond levels in line with management targets. The program allows TLAP customers to earn a rebate by taking additional effluent, creating a financial incentive based on the volume of additional effluent taken in rebate months. The Effluent Rebate Incentive program is intended to be implemented when pond levels reach the highest levels, which is typically during winter/early spring months or during abnormal conditions during other times of the year (“Rebate Period”).

The incentive will be based on the volume of treated effluent taken above a baseline during a Rebate Period. Notification of the initiation or discontinuation of any Rebate Period will be provided on the first Monday of the month by the Wastewater Operations Supervisor, and will be based on the then-current pond levels. Baseline take is calculated for each TLAP customer based on effluent generation at the wastewater treatment plants and the historical pro rata allocation tied to the wastewater permit. If actual usage exceeds the baseline amount in a Rebate Period, the TLAP customer will earn a rebate of \$0.50/1,000 gallons (rate can be amended from time to time) of overage taken, to be applied to effluent charges. This will be reviewed and applied on a monthly basis based on the prior month’s treated effluent consumption.

The Rebate Incentive can be implemented or discontinued by the General Manager at any time based on pond levels and/or weather events.

## **VII. STAFF REPORTS**

# ITEM A



# General Manager's Report

April 21, 2022

## Personnel Updates

Hired Richard Sanchez for night Operator position effective April 18, 2022.  
Jose Morales transferring from Line Maintenance Department to Wastewater Operator position effective April 25, 2022.

## Significant Meeting Updates

3/21/22 Meeting with AJ Gray regarding Dripping Springs Water Supply Corporation future water needs.

3/25/22 Meeting with Truist representatives regarding current PUA investments.

4/4/22 Follow up Meeting with AJ Gray and George Murfee regarding Dripping Springs Water Supply Corporation Wholesale Agreement and future water needs.

4/5/22 Meeting with Lake Pointe HOA representatives.

4/12/22 Pre-bid meeting for Water Treatment Plant rehab project.

4/13/22 Meeting with Backyard/Terrace (Pearl) representatives regarding status of projects.

## Updates

LCRA Irrigation Contract renewal has been submitted and is under review.

### Late Fees/Disconnects

112 delinquent notices were mailed to Hwy. 290 customers on 3/7/22. 18 accounts were disconnected on 3/23/22.

121 delinquent notices were mailed to Hwy. 71 customers on 2/23/22. 10 accounts were disconnected on 3/15/22.

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## **Executed Utility Conveyance Agreements**

Patriots Hall

## **ITEM B**



West Travis County Public Utility Agency

# Budget Variance Report

As Of: 03/31/2022

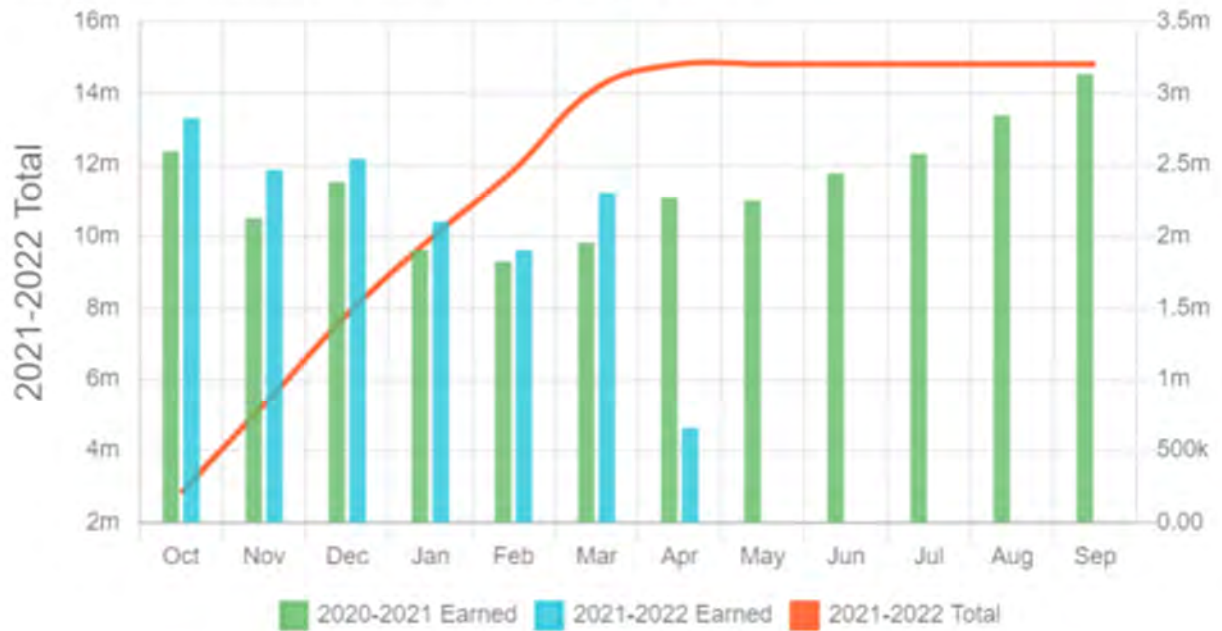
Fund: 10 - General Fund

|   | CURRENT MONTH    |                  |                  | YEAR TO DATE      |                   |                  |            | ANNUAL BUDGET     |                     |            |
|---|------------------|------------------|------------------|-------------------|-------------------|------------------|------------|-------------------|---------------------|------------|
|   | ACTUAL           | BUDGETED         | VARIANCE         | ACTUAL            | BUDGETED          | VARIANCE         | %          | TOTAL             | REMAINING           | %          |
| <b>REVENUE SUMMARY</b>                  |                  |                  |                  |                   |                   |                  |            |                   |                     |            |
| Water Revenue                           | 1,437,472        | 1,323,229        | 114,243          | 10,611,005        | 9,441,141         | 1,169,864        | 50%        | 21,384,000        | (10,772,995)        | 50%        |
| Wastewater Revenue                      | 401,768          | 389,731          | 12,037           | 2,507,324         | 2,180,621         | 326,703          | 55%        | 4,529,000         | (2,021,676)         | 45%        |
| SER Project Revenue                     | 497,643          | 500,702          | (3,059)          | 1,095,038         | 974,834           | 120,204          | 75%        | 1,454,000         | (358,962)           | 25%        |
| Other Income                            | 4,234            | 3,750            | 484              | 21,534            | 22,500            | (966)            | 48%        | 45,000            | (23,466)            | 52%        |
| Investment Income                       | 5,470            | 22,291           | (16,821)         | 22,655            | 133,746           | (111,091)        | 8%         | 267,600           | (244,945)           | 92%        |
| Investment Unrealized Gain (Loss)       | (40,741)         | -                | (40,741)         | (100,609)         | -                 | (100,609)        | 0%         | -                 | (100,609)           | 0%         |
| <b>TOTAL REVENUE</b>                    | <b>2,305,846</b> | <b>2,239,703</b> | <b>66,143</b>    | <b>14,156,947</b> | <b>12,752,842</b> | <b>1,404,105</b> | <b>51%</b> | <b>27,679,600</b> | <b>(13,522,653)</b> | <b>49%</b> |
| <b>EXPENSE SUMMARY</b>                  |                  |                  |                  |                   |                   |                  |            |                   |                     |            |
| Water                                   | 330,936          | 381,023          | 50,087           | 2,164,675         | 2,253,233         | 88,558           | 47%        | 4,636,439         | (2,471,764)         | 53%        |
| Wastewater                              | 155,321          | 163,804          | 8,483            | 1,064,422         | 1,050,990         | (13,432)         | 52%        | 2,064,554         | (1,000,132)         | 48%        |
| Electromechanical                       | 33,485           | 54,926           | 21,441           | 241,198           | 364,622           | 123,424          | 34%        | 715,466           | (474,268)           | 66%        |
| Line Maintenance                        | 83,021           | 74,079           | (8,942)          | 503,762           | 491,863           | (11,899)         | 52%        | 964,391           | (460,629)           | 48%        |
| SER Projects                            | 11,260           | 13,750           | 2,490            | 63,444            | 82,500            | 19,056           | 38%        | 165,000           | (101,556)           | 62%        |
| Engineering                             | 20,440           | 18,085           | (2,355)          | 136,524           | 119,107           | (17,417)         | 58%        | 236,548           | (100,024)           | 42%        |
| Customer Service                        | 17,928           | 27,320           | 9,392            | 161,537           | 176,716           | 15,179           | 46%        | 351,240           | (189,703)           | 54%        |
| Meter Tech                              | 37,661           | 40,806           | 3,145            | 262,072           | 259,015           | (3,057)          | 51%        | 515,296           | (253,224)           | 49%        |
| Information Technology                  | 36,712           | 37,440           | 728              | 233,568           | 306,338           | 72,770           | 44%        | 535,447           | (301,879)           | 56%        |
| Admin                                   | 1,638,851        | 1,250,191        | (388,660)        | 7,844,699         | 7,598,882         | (245,817)        | 46%        | 17,129,742        | (9,285,043)         | 54%        |
| <b>TOTAL EXPENSE</b>                    | <b>2,365,615</b> | <b>2,061,424</b> | <b>(304,191)</b> | <b>12,675,901</b> | <b>12,703,266</b> | <b>27,365</b>    | <b>46%</b> | <b>27,314,124</b> | <b>(14,638,223)</b> | <b>54%</b> |
| <b>REVENUE OVER/(UNDER) EXPENDITURE</b> | <b>(59,769)</b>  | <b>178,279</b>   | <b>(238,048)</b> | <b>1,481,046</b>  | <b>49,576</b>     | <b>1,431,470</b> |            | <b>365,476</b>    |                     |            |



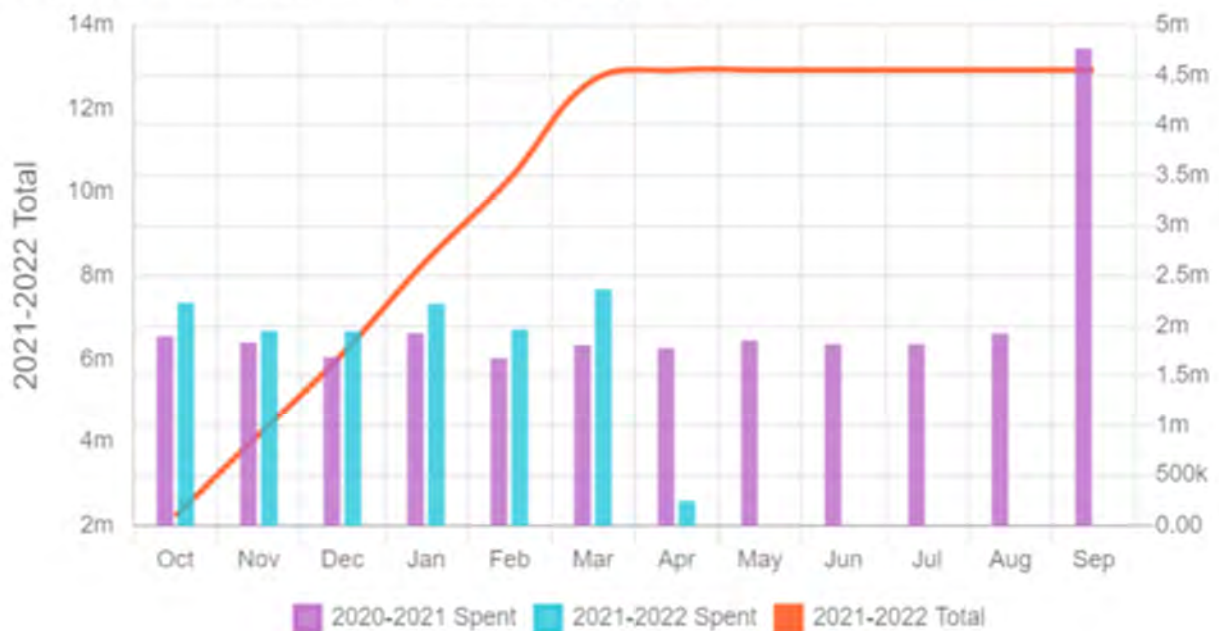
## Monthly Revenue

2021-2022 & 2020-2021 • By Funds • By Department



## Monthly Expenditure

2021-2022 & 2020-2021 • By Funds • By Department



# Balance Sheet-All Funds

## Account Summary

As Of 03/31/2022

| MajorGroup  | 10 - General Fund    | 20 - Rate Stabilization Fund | 30 - Facilities Fund | 40 - Debt Service Fund | 50 - Capital Projects Fund | 60 - Impact Fee Fund | Total                 |
|---|----------------------|------------------------------|----------------------|------------------------|----------------------------|----------------------|-----------------------|
| <b>Asset</b>  |                      |                              |                      |                        |                            |                      |                       |
| 10 - Cash & Cash Equivalents                                    | \$ 17,688,861        | \$ 2,001,207                 | \$ 2,929,743         | \$ 9,647,456           | \$ -                       | \$ 1,315,019         | \$ 33,582,286         |
| 11 - Investments  | 3,169,216            | 3,139,464                    | 6,031,547            | 13,034,139             | 25,398,923                 | 29,877,945           | 80,651,234            |
| 12 - Receivables  | 5,033,456            | -                            | -                    | -                      | -                          | 5,180                | 5,038,636             |
| 15 - Due from Other Funds                                       | 9,820,502            | -                            | -                    | -                      | -                          | -                    | 9,820,502             |
| 17 - Deposits   | 16,087               | -                            | -                    | -                      | 176,018                    | -                    | 192,105               |
| <b>Total Asset:</b>   | <b>\$ 35,728,122</b> | <b>\$ 5,140,671</b>          | <b>\$ 8,961,290</b>  | <b>\$ 22,681,595</b>   | <b>\$ 25,574,941</b>       | <b>\$ 31,198,144</b> | <b>\$ 129,284,763</b> |
| <b>Liability</b>  |                      |                              |                      |                        |                            |                      |                       |
| 30 - Accounts Payable   | \$ 555,919           | \$ -                         | \$ 91,595            | \$ -                   | \$ 1,304,587               | \$ -                 | \$ 1,952,101          |
| 31 - Refundable Deposits  | 3,178,662            | -                            | -                    | -                      | -                          | -                    | 3,178,662             |
| 32 - Other Accrued Liabilities                                  | 329,366              | -                            | -                    | -                      | -                          | -                    | 329,366               |
| 35 - Due to Other Funds   | -                    | -                            | -                    | -                      | 9,820,501                  | -                    | 9,820,501             |
| <b>Total Liability:</b>   | <b>4,063,947</b>     | <b>-</b>                     | <b>91,595</b>        | <b>-</b>               | <b>11,125,088</b>          | <b>-</b>             | <b>15,280,630</b>     |
| <b>Equity</b>   |                      |                              |                      |                        |                            |                      |                       |
| 50 - Fund Balances  | 30,183,129           | 5,221,739                    | 8,427,109            | 20,735,948             | 9,891,654                  | 38,854,340           | 113,313,919           |
| <b>Total Beginning Equity:</b>                                  | <b>30,183,129</b>    | <b>5,221,739</b>             | <b>8,427,109</b>     | <b>20,735,948</b>      | <b>9,891,654</b>           | <b>38,854,340</b>    | <b>113,313,919</b>    |
| Total Revenue   | 14,156,947           | (78,214)                     | 1,100,342            | 5,760,829              | 7,691,199                  | 1,827,717            | 30,458,820            |
| Total Expense   | 12,675,901           | 2,854                        | 657,756              | 3,815,182              | 3,133,000                  | 9,483,913            | 29,768,606            |
| <b>Revenues Over/Under Expenses</b>                             | <b>1,481,046</b>     | <b>(81,068)</b>              | <b>442,586</b>       | <b>1,945,647</b>       | <b>4,558,199</b>           | <b>(7,656,196)</b>   | <b>690,214</b>        |
| <b>Total Equity and Current Surplus (Deficit):</b>              | <b>31,664,175</b>    | <b>5,140,671</b>             | <b>8,869,695</b>     | <b>22,681,595</b>      | <b>14,449,853</b>          | <b>31,198,144</b>    | <b>114,004,133</b>    |
| <b>Total Liabilities, Equity and Current Surplus (Deficit):</b> | <b>\$ 35,728,122</b> | <b>\$ 5,140,671</b>          | <b>\$ 8,961,290</b>  | <b>\$ 22,681,595</b>   | <b>\$ 25,574,941</b>       | <b>\$ 31,198,144</b> | <b>\$ 129,284,763</b> |

# Income Statement-All Funds

## Account Summary

For the Period Ending 03/31/2022

|  | 10                  | 20                      | 30                | 40                  | 50                    | 60                    | Total             |
|--|---------------------|-------------------------|-------------------|---------------------|-----------------------|-----------------------|-------------------|
|  | General Fund        | Rate Stabilization Fund | Facilities Fund   | Debt Service Fund   | Capital Projects Fund | Impact Fee Fund       |                   |
| <b>Revenue</b>                         |                     |                         |                   |                     |                       |                       |                   |
| 60 - Water Revenue                     | \$ 10,611,005       | \$ -                    | \$ -              | \$ -                | \$ -                  | \$ 2,270,904          | \$ 12,881,909     |
| 61 - Wastewater Revenue                | 2,507,324           | -                       | -                 | -                   | -                     | 310,929               | 2,818,253         |
| 62 - SER Project Revenue               | 1,095,038           | -                       | -                 | -                   | -                     | -                     | 1,095,038         |
| 68 - Other Income                      | 21,534              | -                       | -                 | -                   | -                     | -                     | 21,534            |
| 69 - Investment Income                 | 22,655              | 21,084                  | 44,066            | 71,871              | 174,969               | 206,631               | 541,276           |
| 69 - Investment Unrealized Gain (Loss) | (100,609)           | (99,298)                | (193,724)         | (399,004)           | (817,103)             | (960,747)             | (2,570,485)       |
| 90 - Other Financing Sources (Uses)    | -                   | -                       | 1,250,000         | 6,087,962           | 8,333,333             | -                     | 15,671,295        |
| <b>Revenue Total:</b>                  | <b>14,156,947</b>   | <b>(78,214)</b>         | <b>1,100,342</b>  | <b>5,760,829</b>    | <b>7,691,199</b>      | <b>1,827,717</b>      | <b>30,458,820</b> |
| <b>Expense</b>                         |                     |                         |                   |                     |                       |                       |                   |
| 70 - Water Expense                     | 2,181,676           | -                       | -                 | -                   | -                     | -                     | 2,181,676         |
| 71 - Wastewater Expense                | 1,080,406           | -                       | -                 | -                   | -                     | -                     | 1,080,406         |
| 72 - Shared Operations Expense         | 744,960             | -                       | -                 | -                   | -                     | -                     | 744,960           |
| 74 - SER Project Expense               | 63,444              | -                       | -                 | -                   | -                     | -                     | 63,444            |
| 79 - Shared Admin Expense              | 2,355,415           | 2,854                   | 4,966             | 10,001              | 19,115                | 62,618                | 2,454,969         |
| 80 - Capital Outlay                    | -                   | -                       | 652,790           | -                   | 3,113,885             | -                     | 3,766,675         |
| 88 - Debt Service                      | -                   | -                       | -                 | 3,805,181           | -                     | -                     | 3,805,181         |
| 90 - Other Financing Sources (Uses)    | 6,250,000           | -                       | -                 | -                   | -                     | 9,421,295             | 15,671,295        |
| <b>Expense Total:</b>                  | <b>12,675,901</b>   | <b>2,854</b>            | <b>657,756</b>    | <b>3,815,182</b>    | <b>3,133,000</b>      | <b>9,483,913</b>      | <b>29,768,606</b> |
| <b>Current Surplus (Deficit):</b>      | <b>\$ 1,481,046</b> | <b>\$ (81,068)</b>      | <b>\$ 442,586</b> | <b>\$ 1,945,647</b> | <b>\$ 4,558,199</b>   | <b>\$ (7,656,196)</b> | <b>\$ 690,214</b> |

## **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

April 14, 2022

### Executive Summary

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

### Environmental Compliance

All TCEQ compliance parameters were within State limits during the Month of March 2022. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

#### Water and Wastewater Process Summary: March 2022

| Water Treatment Plant     | Actual            |
|---------------------------|-------------------|
| AVG Raw Water             | 9.110 MGD         |
| AVG Treated Water         | 8.816 MGD         |
| <b>PEAK Treated Water</b> | <b>11.694 MGD</b> |
| AVG CFE Turbidity         | 0.04 NTU          |
| AVG Chlorine              | 3.49 mg/L         |

| Lake Point WWTP | Actual           | Permit Limit |
|-----------------|------------------|--------------|
| AVG Flow        | 0.496 MGD        | 0.675 MGD    |
| <b>MAX Flow</b> | <b>0.613 MGD</b> |              |
| AVG CBOD        | 2.50 mg/l        | 5 mg/l       |
| AVG Fec.Coli    | 1.34 mg/l        | 20 mg/L      |
| AVG NH3         | 0.09 mg/l        | 2 mg/L       |
| AVG Turbidity   | 1.22 mg/l        | 3 mg/L       |

| Bohls WWTP      | Actual           | Permit Limit |
|-----------------|------------------|--------------|
| AVG Flow        | 0.231 MGD        | 0.325 MGD    |
| <b>MAX Flow</b> | <b>0.263 MGD</b> |              |
| AVG CBOD        | 2.50 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   | 1.26 mg/l        | 3 mg/L       |

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## **Electromechanical Department Update**

### **Water Treatment Plant**

- Replacement LAS Pumps (5 yr. plan) arrived, pending schedule pending for install. \*Scheduled for 4/20/22.
- Replaced Unit #2 Filters 1&2 backwash actuators.
- Replaced suction pressure transducer for HSP#4

### **Pump Station #1**

- Pump Control Valve #4 ordered per 5yr plan.
  - Valve received, schedule pending for install. \*Scheduled for 4/26/22.

### **Pump Station #4**

- Replaced solenoid valve on Pump Control Valve #3.
- Replaced Pump #1 soft start.

### **Pump Station #5**

- Replaced main breaker amperage module.

### **Pump Station #7**

- Replacement of air conditioner per 5yr plan in process.

### **Lakepointe WWTP**

- Ordered replacement pump for Influent Pump #3.
  - \*Pending install.
- Replaced Influent Pump #1 starter.
- Replaced hour meters for Blowers 1-4.

### **Bohls WWTP**

- Replacement Motor for Blower #3 has been ordered.
  - Motor has arrived.
- Replacement of Pond Underdrain Pump Piping pending schedule.
  - Completed
- Replacement of discharge piping on Influent Pumps 3&4 per 5 yr. plan; in process.
  - \*Schedule pending due to materials.
- Replaced air release valves on Transfer Pumps 1&2.

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## **Electromechanical Department Update (cont.)**

### **Bohls WWTP**

- Replacement Motor for Blower #3 has been ordered.
  - Motor has arrived. \* Scheduled for 5/4/22.
- Replacement of Pond Underdrain Pump Piping. Scheduled for the week of March 28<sup>th</sup>.
- Replacement of discharge piping on Influent Pumps 3&4 per 5 yr. plan; in process.
  - \* Scheduled for the week of March 28<sup>th</sup>.

### **Lift Station #2**

- Replacing gates; still in process.

### **Lift Station #5**

- Purchased and received pump, per 5-year plan.

### **Lift Station #11**

- Pump #2 removed for service.
  - Expected to arrive toward the end of April (Pump was damaged while at repair shop so additional work was done.)

### **Communication Project**

- Reviewing phase 2 (Lakepointe Area)
- Phase 3 (Upper Ring) in process

## **Line Maintenance Department Update**

### **New Water Taps/ Connections:**

- 201-B Charismatic Place
- 15902 Hamilton Pool Road

### **Leak repairs:**

- 24" water transmission line – Circle Dr. next to Fire Department
- 4" water mainline - 8705 Bear Creek Drive

### **Hydrants:**

- 8815 Madrone Ranch - Replaced hydrant
- Madrone Ranch – Painted all hydrants
- Hamilton Pool Rd @ Hwy 71 – Painted hydrant
- Cottonwood Drive – Repaired hydrant

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**Street /Main water valves:**

- Madrone Ranch – Raised valve stacks, installed concrete bases

**Misc. repairs/projects:**

- Replaced communication equipment box - LS #14
- Hamilton Pool Rd water shutout for Spring Creek Preserve
- Cleared brush away from ARV's and valve stacks - Hamilton Pool Rd
- Painted ARV pipe stacks – Hwy 71 and Hwy 290 sites
- Demo concrete in vault to remove 30" valve – Water Intake permanganate project
- After hours call out - Spanish Oaks - 4712 Monte Carlo PL– Sewer leak on customer line
- After hours call out – Spanish Oaks – 5509 Laceback Ter – Sewer leak on customer line



## 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

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**DATE:** April 14, 2022

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

**FROM:** George Murfee, P.E. *GM*

**RE:** Engineer's Report –April 2022

**CC:** Jennifer Riechers – WTCPUA General Manger

**MEC File No.: 11051.167**

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### 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.

### Water-System Wide

#### ***Beneficial Water Recycling Project***

The pilot protocol report is being completed and a preliminary revised location of the facility has been selected. The interim solution for disposal is to use the BWR to produce water of high enough quality for injection into a local aquifer using ASR. This method of disposal will complement the pilot effort required for the BWR facility. Coordination with staff on supplemental scope for design and permitting, construction administration/ construction engineering, and construction observation services not included in original agreement's in underway.

#### ***Permanganate Chemical Feed Relocation***

MEC continues to coordinate with G Creek construction on submittals. The contractor has mobilized to the site and begun civil work.

### ***Uplands Water Treatment Plant Design***

Site modifications have been identified and the site plan is under design. Once the MEC team has coordinated on the schedule and has the design pinned down with the subconsultants, a preliminary (35%) design will be provided to the operations staff for input. The current effort is focused on ensuring the quality of the record information to avoid conflicts during construction and a proposal for additional site investigation is included in the Board packet.

### ***Water Model Update and Calibration***

The new model has been populated with facility information and is being analyzed. The original model provided with the LCRA transfer is also receiving updates and being utilized for evaluating SERs.

### ***Water Treatment Solids Management***

The water treatment solids management equipment will match the wastewater treatment solids management equipment in type but not size. The bid documents are being finalized the project will go out for bid in April. The equipment will be installed by the PUA staff.

## **Water – SH71 System**

### ***1080 Transmission Main***

MEC is continuing coordination with Capital Surveying and Spitzer & Associates to secure right of entry (ROE) and easements for various parcels of 1080 transmission main alignment, specifically west of Highway 620. Design plans were developed for the portion of the alignment east of Highway 620, Segment A. All of the easements have been described by the surveyor, and the easement documents are under review by the landowners' representatives for the Segment A scope of work. The contract award to SJ Louis Construction of Texas was approved previously, and the contract has been executed and submittal review is underway. The material suppliers for ductile iron pipe are estimating a delivery of materials in August, which exceeds the originally anticipate timeline.

### ***Hamilton Pool Road Pump Station GST No. 2***

Preload LLC continues site work construction, including excavation, pipe installation, and subgrade preparation. The tank is expected to be placed on line in June 2022.

### ***Hamilton Pool Road Transmission Main No. 2***

MUD 22 and Masonwood development are working on securing easements. The design was completed and delivered to the PUA staff and the developer.

### ***West Bee Cave Pump Station Expansion***

Some piping and valves have been delivered and stored on site. The contractor has notified us that the pump has been delayed again, which will cause a change in the substantial completion date, now anticipated in the July 2022. We will continue coordinating with TTE and provide an updated schedule.

### ***TCWCID 18 Emergency Interconnect***

MEC has coordinated with TCWCID 18's consultant team on a final version of the interconnect agreement. The agreement with TCWCID 18 is ready for signature. We intend to review the construction plans and coordinate as necessary through construction of the project.

### ***Water – US290 System***

#### ***US 290 Parallel Transmission Main Preliminary Analysis***

We have begun the analysis and data gathering on the existing 24" waterline alignment, for determination of construction constraints and site availability of 2<sup>nd</sup> parallel transmission main. We have completed the analysis of the segment between the Circle Drive and US 290. We have identified constraints at the County Line Pump Station.

#### ***Trautwein Rd Waterline Relocation***

MEC has completed the design phase of the waterline relocation and have identified a route outside of the ROW to relocate the 12 inch waterline. The plans are currently under review, and bidding and contract documents have been drafted. We are coordinated with the County and the Landowners on the alignment and easements, which have been filed at the County. We plan to continue coordination with the County and begin the bidding phase in May 2022.

#### ***1240 Conversion Waterline***

We submitted site development plans to Travis County and the City of Austin, and received comments from City in early April. We will review and address the City and County comments and resubmit the plans for site development permitting.

#### ***1340 Pump Station***

The pump station building and new pumps have been installed. Outstanding items include minor electrical and control items which have been included in a change order for presentation to the board. Temporary controls are in place to allow the pumps to be placed in operation, and the project was considered substantially complete last month, March 2022.

#### ***1420 Pump Station Expansion***

B-5 has begun site work on the electrical service and is scheduled to start the pump installations once the equipment is delivered to the site. The anticipated completion date originally in March, is now expected in the fall of 2022, primarily due to delays associated with order and delivery of all equipment and materials.

#### ***Circle Drive PS and GST***

Design work has commenced, and design survey is complete. A final plat has been prepared and the site plan application is being prepared. Preliminary design of the pump station and reservoir is underway.

Facility capacity analysis has been completed and an initial flow rate has been determined. In addition to the analysis, interim modifications to the Southwest Parkway Pump Station are being evaluated as an additional measure to increase interim flow capacity.

#### ***Sawyer Ranch 1340 Conversion Water Main***

Qro Mex Construction Company continues the waterline installation. MEC is coordinating with the contractor and operations staff to negotiate differing field conditions, with some modifications necessary to accommodate connections to the existing pipe. The pipe installation will be completed this summer.

#### ***Southwest Parkway Pump Station Expansion***

Ground Storage Tank 1 & 2 were placed online in January 2022. The final completion will depend on acceptance by the City of Austin environmental department, which attended a final walk through in March. Preparation for final closeout of the contract has begun.

#### ***1240 Elevated Storage Tank***

MEC has begun the initial stages of the design, including site planning research. We are coordinating with the general counsel and developer on obtaining the site easement for the plant location.

#### ***Fitzhugh Water Line Relocation***

MEC has completed the waterline design. Travis County construction has been postponed until further notice. MEC and PUA staff met with Travis County to discuss county incorporation of the water plans in their contract scope for the roadway improvements. We are preparing formal letters to Travis County TNR to propose incorporation so the TNR ROW acquisition group can coordinate.

### ***Wastewater***

#### ***Bohls WWTP Expansion Design***

The design of the WWTP Expansion is underway. The site layout has been finalized among the operators and designers. An amended site permit will be required to include the new blower building and requested office/storage building. A new submittal will be made to the ESD to obtain a permit as the existing permit expired. When the 35% drawings are done, there will be a review meeting with the operations staff to confirm the design.

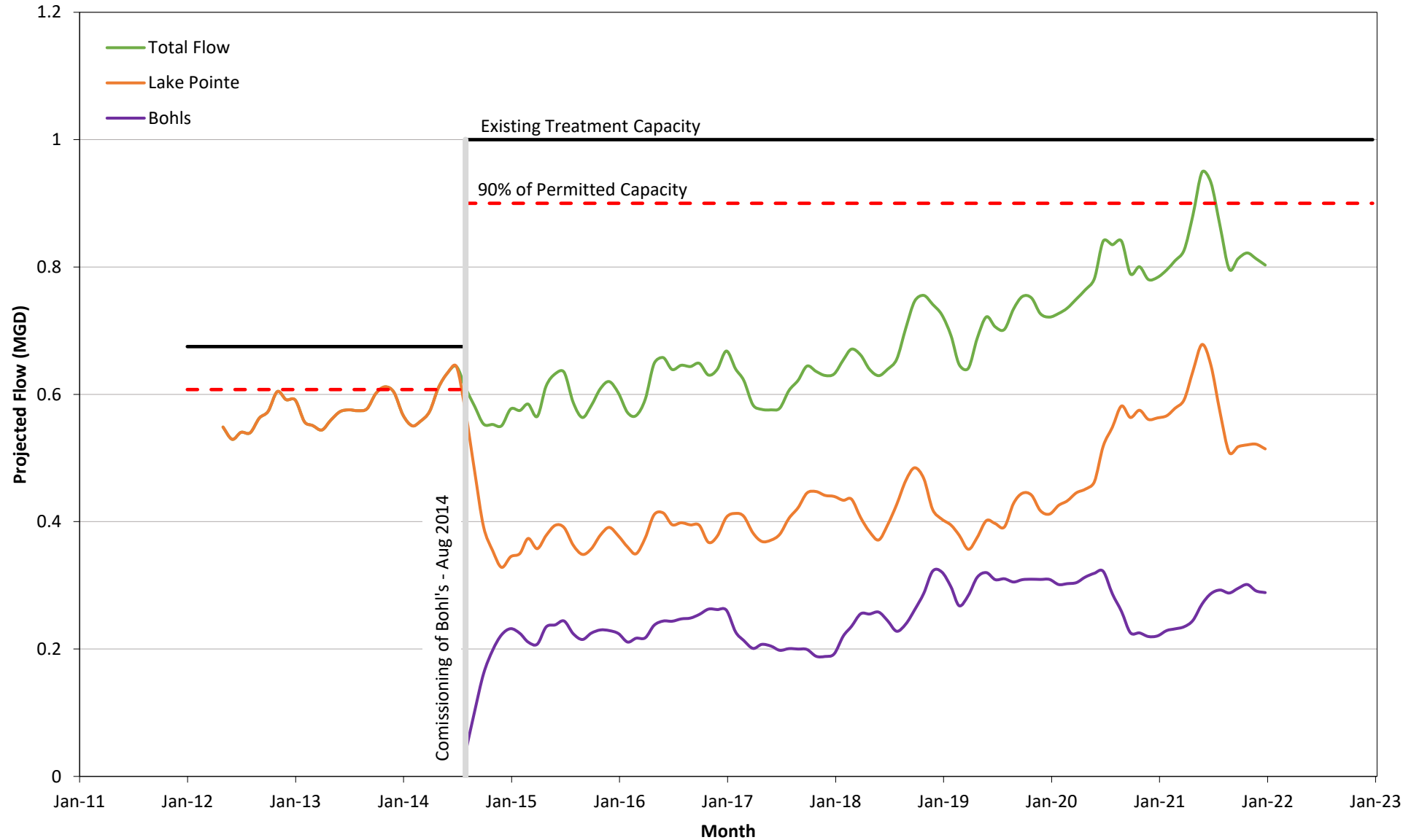
#### ***Wastewater Solids Management Master Plan***

The Notice to Proceed was provided to the contractor on March 21<sup>st</sup> and they are in the process of developing submittals for review.

#### ***Lake Pointe Influent Lift Station Rehabilitation***

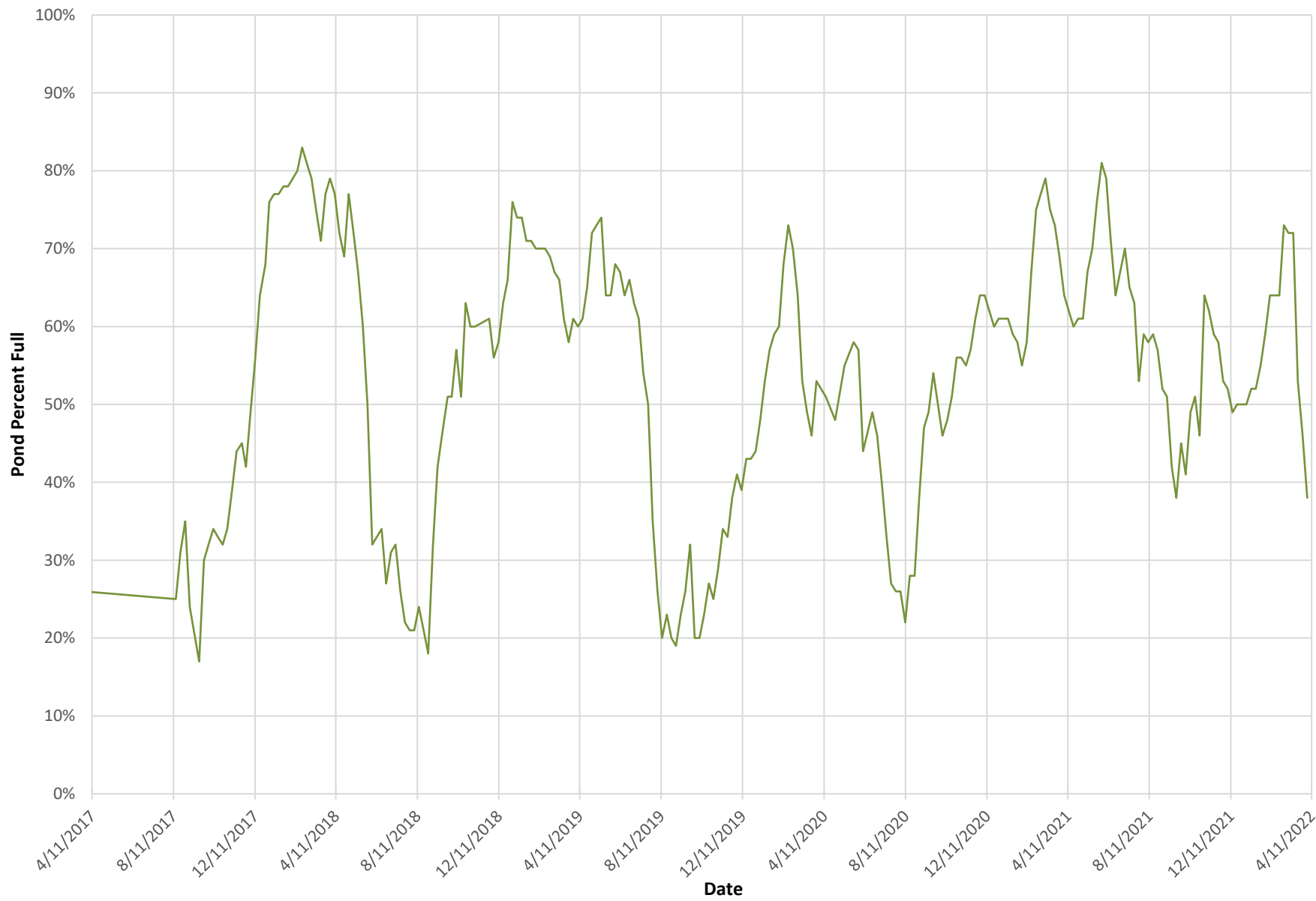
The contract award was provided to Udlehoven at the March 2022 board meeting. We are coordinating with the contractor on contract execution, schedule and associated submittals.

WTCPUA  
Wastewater 3-Month Average Daily Flow

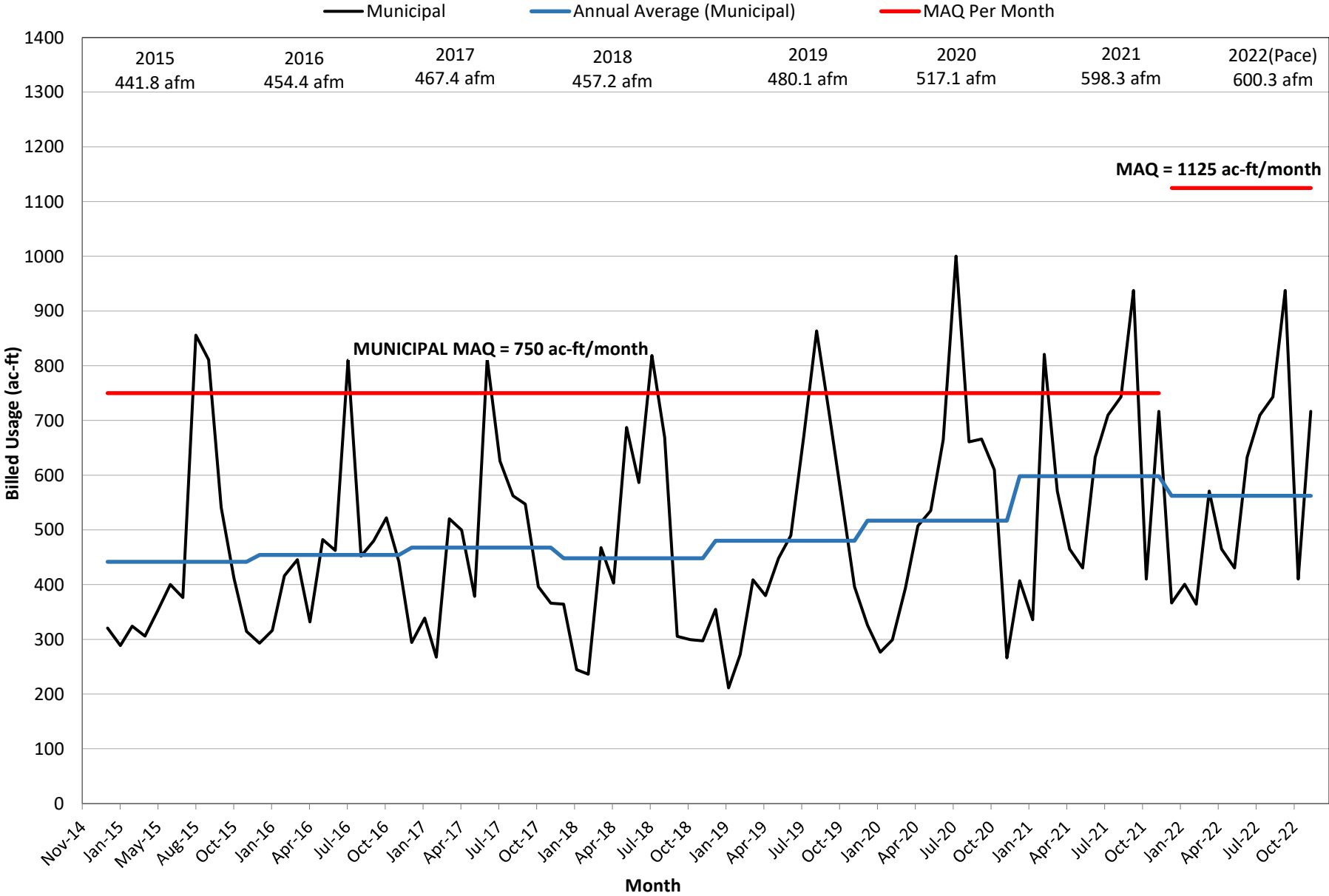


Murfee Engineering Co., Inc.  
Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., S., Bldg. D  
Austin, Texas 78746

WTCPUA 5 Year Combined Effluent Pond Levels

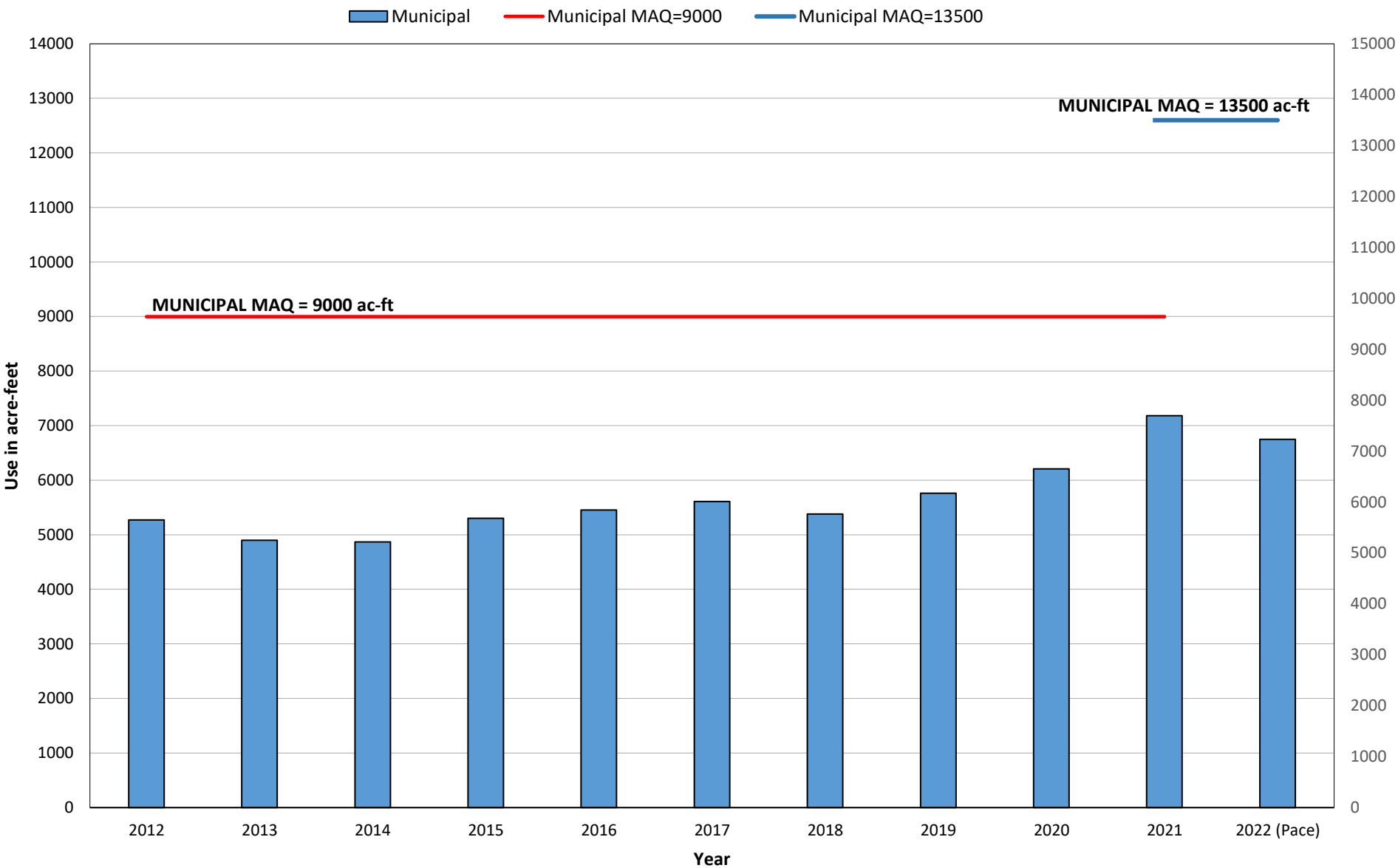


WTCPUA Municipal Raw Water Usage

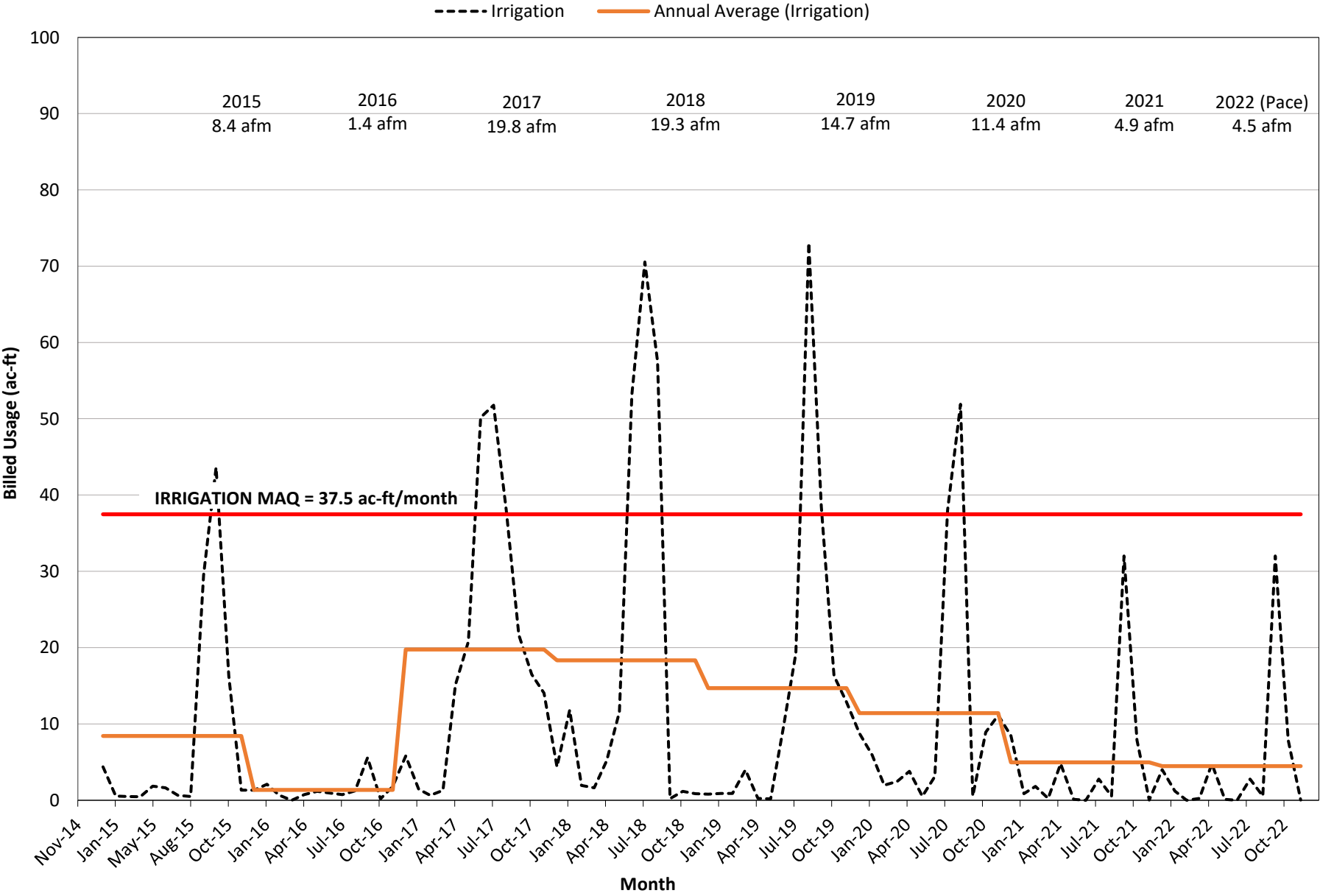




WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use

