

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF MEETING

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, August 17, 2017, at City of Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. The following matters will be considered and may be acted upon at the meeting.

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

Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board should complete the citizens’ communication form provided at the entrance to the meeting room so they may be recognized to speak. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (R. Pugh)

- A. Approve minutes of July 20, 2017 Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:**
 - 1. Pay Application No. 16 for SH71 1280 Elevated Storage Tank Project.**
 - 2. Pay Application No. 2 for Bohl’s CCNG Gravity Effluent Line.**
- D. Approve Service Extension Requests (SERs), including location maps for:**
 - 1. Dripping Springs Water Supply Corporation (DWSC), 1.5 MGD, (290 System).**
- E. Approve Developer Reimbursements to:**
 - 1. Glen Rose Development Corporation, \$15,257.**

2. Steven W. Gurasich, Jr. (Formerly Southwest Travis County, Ltd.), \$231,667.

F. Approve Agreement with Murfee Engineering Company, Inc.

G. Approve Agreement with CP and Y, Inc.

V. STAFF REPORTS

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

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

C. Engineer's Report (C. Wilson)

1. Capital Improvements Plan Update.
 - a). Raw Water Line No. 2 Easements Status
 - b). 1340 Transmission Main Easements Status
2. Operations Report.
3. Breakout of commitments to 71 and 290 systems.

(Items under V.C 1. may be taken into Executive Session under the real estate exception).

VI. OLD BUSINESS

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

1. Cause No. D-1-GN-16-000538; *Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas* in the 250th District Court of Travis County, Texas (D. Klein).
2. *Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274* (D. Klein).
3. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601* (S. Albright).

(These items under VI.A may be taken into Executive Session under the consultation with attorney exception).

B. Discuss, consider and take action on process of amending Impact Fee Study, including Attorney General Opinion (D. Klein).

C. Discuss, consider and take action regarding establishment of bulk water fill stations in the WTCPUA service area (S. Roberts).

VII. NEW BUSINESS

- A. Discuss, consider and take action on PUA salary study.**
(This item may be taken into Executive Session under the personnel exception).
- B. Discuss, consider and take action on General Manager annual review.**
(This item may be taken into Executive Session under the personnel exception).
- C. Discuss, consider and take action on Amendments to Murfee Engineering Work Authorizations, including:**
 - 1. TLAP Major Amendment Application**
 - 2. SH71 1280 Elevated Storage Tank Construction Administration**
 - 3. 1340 Water Line Additional Services**
 - 4. Crystal Mountain EST Service Area Control Valve**
- D. Discuss, consider and take action on PUA Certificate of Convenience and Necessity (CCN), including (S. Roberts):**
 - 1. Boundary definition.**
 - 2. Constraints on ability of PUA to sell water, if any.**
 - 3. Bond Counsel concerns.**
- E. Discuss, consider and take action on watering restrictions, including (S. Roberts):**
 - 1. Necessity of watering restrictions in 71 system.**
 - 2. Necessity of watering restrictions across entire system.**
- F. Discuss, consider and take action on MUD 22 request for Attorney General Opinion regarding PUA Service and Development Policies.**
(This item may be taken into Executive Session under the consultation with attorney exception).
- G. Discuss, consider and take action on Investment Policy including (J. Smith/R. Pugh).**
 - 1. Proposal for investment services by Sterling Capital Management, LLC and BB&T.**
- H. Discuss, consider and take action on FY 18 Budget Work Session No. 2, including draft expenditure budgets for: (J. Smith).**
 - 1. General Operating Fund.**
 - 2. Facilities Fund.**
 - 3. Impact Fee Fund.**
 - 4. Capital Projects Fund.**
 - 5. Rate Stabilization Fund.**
 - 6. Debt Service Fund.**

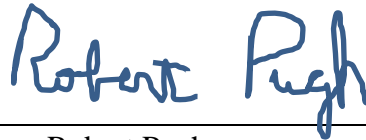
I. Discuss, consider and take action regarding consolidation of West Travis County MUD No. 5 and West Travis County MUD No. 3.

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

J. Discuss, consider and take action regarding FY 17 Audit Engagement Letter from Maxwell, Locke and Ritter.

VIII. ADJOURNMENT

Dated: August 11, 2017



Robert Pugh
WTCPUA General Manager

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

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Robert Pugh, General Manager at (512) 263-0100 for information.

IV. CONSENT AGENDA

ITEM A

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

July 20, 2017

Present:

Scott Roberts, President
Fred Goff, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Don Walden, Assistant Secretary

Staff and Consultants:

Robert Pugh, General Manager
Curtis Wilson, District Engineer
Jennifer Riechers, Program Manager
Keith Parkan, Senior Engineer
Jennifer Smith, Agency Controller
Keli Kirkley, Agency Bookkeeper
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
George Murfee (Murfee Engineering Company, Inc.), Agency Engineer
Dennis Lozano (Murfee Engineering Company, Inc.), Agency Engineer

I. CALL TO ORDER

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

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Jim Koerner addressed the Board as a resident of Belvedere and member of Hamilton Pool Road Matters. He stated that he had some questions about the interconnect study proposal as well as an item regarding the looping of the PUA system. He was concerned as to why there was a consent agenda item and an action item later in the agenda, and there is confusion as to what these items are about. He stated that he wanted additional information on these items. Director Roberts stated that there was a lot of interest in these items and that the Board would take these items up first following public comment.

Pete Golde addressed the Board as a resident of Belvedere and member of Hamilton Pool Road Matters. He stated that his knowledge is based on the previous agenda packet materials and map. He stated that in past meetings it was stated that the Hamilton Pool Road line is committed and there is no more available capacity. He stated that there is a new request for 14 LUEs on this line, as well as items relating to interconnects and looping of the system. He stated that the proposal is not a loop, but rather a line to send water to Hays County, and he is concerned that the cost of such a line would be borne by the existing customers.

Gene Lowenthal next addressed the Board and stated that he is concerned about the proposal of a loop line from a neighborhood perspective. He stated that regardless of the objectives to connect the Hamilton Pool Road line to the 290 System, the existence of these lines will allow water to be sold to dense developments as this is the most cost-effective way to deploy surface water infrastructure. Second, the proposed waterline will increase capacity in the Hamilton Pool Road line and allow more development on Hamilton Pool Road, and will allow the Provence development to obtain additional LUEs. Mr. Lowenthal stated that the residents and Bee Cave want to preserve the semi-rural character of Hamilton Pool Road. He stated that residents have requested that the PUA focus its resources on the PUA CCN, and maintain the character and water quality of the area. He requested that the PUA be done with developing Hamilton Pool Road.

IV. CONSENT AGENDA

- A. Approve minutes of June 15, 2017 Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**

This item was pulled for discussion.

- C. Approve Contractor Pay Requests including:**
 - 1. Pay Application No. 15 for SH71 1280 Elevated Storage Tank Project.**
 - 2. Pay Application No. 2 for Crystal Mountain EST Service Area Control Valve.**
 - 3. Pay Application No. 1 for Bohls CCNG Gravity Effluent Line.**
- D. Approve Murfee Engineering Work Authorizations for:**
 - 1. Study to Interconnect 71 and 290 Systems, \$18,000.**

Item IV.D.1 was taken up in conjunction with Item VI.C, and the discussion is detailed under this agenda item under Old Business.

- E. Approve Non-Standard Service Agreements (NSSAs) per previously approved PFCS letters for:**
 - 1. Burba Property (75 LUEs, water only).**
 - 2. High on Austin (14 LUEs, water only).**

Ariel Axelrod addressed the Board regarding the High on Austin NSSA and stated that 14 LUEs for a food trailer park from a consumer standpoint doesn't make sense. He asked what information justifies 14 LUEs.

Mr. Wilson stated that this project is for an outdoor eatery for which there are no comparables to rely on. He stated that the commitment in his opinion may be high, but this was the request made by the developer's engineer. Mr. Wilson stated this capacity amount equates to approximately 17,000 gallons per day (gpd). Director Roberts stated that an 800 seat restaurant barely uses 17,000 gpd. Director Goodwin confirmed that typically impact fees encourage the developers to limit LUEs requested. Director Roberts asked what kind of other users would use this much water, to which Mr. Wilson stated that restaurants are the highest water users. Mr. Wilson stated that the development is only two acres so it isn't possible to have an apartment building or office building, and the developer may not be aware of the fees involved.

Director Goodwin asked that in the future he would like to have maps and exhibits for NSSAs and SERs. Director Walden also asked for clarification on the agenda as to what system the request is in. In response to a question, Mr. Wilson stated that 450 average gallons for an LUE would be 14,000 gallons, but this project does not include irrigation. He stated that it's more likely that 1 LUE is 180 gallons for internal use and external disposal to a septic field.

Director Roberts asked that the High on Austin NSSA be postponed to a later agenda to allow for discussions with the property owners.

MOTION: A motion was made by Director Whisenant and seconded by Director Roberts to table the High on Austin NSSA until August.

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

3. Junction Athletic Complex (42 LUEs, water only).

F. Approve purchase of replacement generator for Lift Station No. 15, Generator Field Service, \$35,357.73, and declare existing generator surplus property.

G. Approve and award bids to:

- 1. Brenntag Southwest, 2-year chemical supply, \$194,804.87**
- 2. Wastewater Transport, 2-year sludge hauling, per bid unit prices and estimated 2-year cost.**
- 3. PrimeSpec Construction, LLC, Lakepointe WWTP Improvements, \$438,000.**

H. Approve release of CCN on Circle Drive.

Item H was pulled for discussion.

MOTION: A motion was made by Director Goodwin and seconded by Director Roberts to approve the Consent Agenda items, provided as Exhibits A-E with the exception of Items IV.B/IV.D.1/ IV.E.2. and IV.H.

The vote was taken with the following result:

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

IV. B. Approve payment of outstanding invoices and other related bookkeeping matters.

Director Walden stated that he and Director Goff reviewed the report and backup and all seems to be working well. He asked to not pay the invoice for Water Boy to allow confirmation of water that was used, and to hold checks 1257 and 1258 for additional feedback, but approve payment for these two checks.

MOTION: A motion was made by Director Roberts and seconded by Director Goodwin to approve the outstanding invoices with the exception of the Water Boy invoice and to hold checks 1257 and 1258.

The vote was taken with the following result:

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

IV. H. Approve release of CCN on Circle Drive.

Director Goodwin asked for some background on this item. Mr. Wilson stated that this item is in response to a request from a landowner that has a tract of land in the margins of the PUA's CCN. Mr. Wilson stated that the maps he viewed were in error showing CCN boundaries that included this property in both Austin and the PUA's CCN. He stated that he has discussed the issue with the City of Austin, and they would not acknowledge that there is an error in mapping and that this land should not be in two CCNs. Mr. Wilson stated that his recommendation is to release this CCN area, and the landowners' engineer asked to postpone the item for a future agenda to allow them to attend. Director Roberts asked if there is any detrimental consequence to doing away with the PUA's CCN. Director Goodwin confirmed that a CCN gives protection to the utility, but does not in all cases obligate the PUA to serve in this area. Director Walden stated that the opinion of bond counsel would need to be obtained to be sure that the CCN was not referenced in bond covenants.

Director Roberts asked for a general item to be put on the next agenda relating to the PUA's CCN in general as well as this particular piece of land.

Mr. Klein stated that the PUC now has oversight of CCNs and added that if there is a tract of land certificated by two entities, there is no need for decertification as each entity is legally able to serve the land. He stated that when the maps were converted some of the lines were shifted which could have resulted in the error Mr. Wilson identified.

V. STAFF REPORTS

A. General Manager's Report, including

- 1. SER and NSSA processing procedures.**
- 2. GM and Controller check signing authority per Purchasing Policy**

Mr. Pugh presented on this item, provided as **Exhibit F**. Director Goodwin confirmed that Mr. Pugh had been informed that Deer Creek Ranch Water Company was in the process of being sold.

Director Walden asked if when the Lake Pointe Q&A was held whether any West Travis County MUD 5 Board members were present, to which Mr. Pugh stated that the meeting was with the HOA.

Director Roberts confirmed that CCNG had assigned the documents needed to the PUA.

Mr. Pugh stated that accounting would be fully in-house by the end of the month, and Keli Kirkley had joined PUA staff in June. Mr. Pugh stated his appreciation for Municipal Accounts& Consulting for their services to the PUA.

B. Controller's Report.

Ms. Smith presented this Report, provided as **Exhibit G**. She stated that the budget is tracking at 52% at this point.

C. Engineer's Report

- 1. Capital Improvements Plan Update.**
- 2. Operations Report.**

Mr. Wilson presented on this item, provided as **Exhibit H**. He stated that the PUA has put into effect the Tariff policy relating to fire hydrants, and there have already been two violators. Director Roberts stated his concern that in cases where there is water taken with no meter, this is theft of water and should be considered a criminal act. Director Whisenant stated that the message to customers should be that these violators are affecting customers as well. Director Roberts stated that in the future monetary and criminal penalties should be pursued.

Mr. Wilson detailed a situation where a flush valve was being used for irrigation purposes by an individual. Director Whisenant confirmed that these valves were now being checked by operators.

Trey Cantu introduced Bubba Harkrider, the wastewater treatment plant operator and manager of the PUA's lift stations. Mr. Harkrider stated that he works mostly in Lake Pointe. Director Roberts confirmed that odor complaints in Lake Pointe had significantly decreased and thanked him for his work. Director Whisenant thanked Mr. Harkrider for handling this sizable challenge, to which Mr. Harkrider stated that his team provided this service as well.

Mr. Cantu stated that system water use is beginning to increase and efforts are being made to ensure that customers are irrigating on correct days. He stated that the water treatment plants are operating at high capacity. In response to a question from the Board, Mr. Cantu stated that there has been a delay in the manufacturer on the raw water intake pumps, and he hopes to have both pumps installed by next week.

In response to a discussion regarding illegal use of water, Mr. Cantu stated that flush valves are metered to track use. Director Goodwin confirmed that the meter reads confirmed the illegal use stated by Mr. Wilson.

Director Goodwin confirmed that there are fewer cloudy water complaints, and Mr. Cantu stated this was likely due to the flushing program.

Mr. Pugh asked that Mr. Cantu give a summary of water use inspections. Mr. Cantu stated that more than 50 residential homes were watering out of their watering schedules, and more staff would be needed to identify the many more that are likely violating the PUA's watering schedule. Director Whisenant stated that this would be a good opportunity to use public outreach. Director Walden reiterated this point and stated that staff could reach out to HOAs to get out the message to customers. Mr. Wilson confirmed that PUA staff had elected as a management tool to institute twice per week watering days. Director Roberts stated that water management is mostly needed for the 71 System, and there is no need to have this restriction on the 290 System.

Director Roberts asked to have an item on the August agenda to address watering restrictions and whether it is needed for either system.

Director Roberts asked about the wastewater permit major renewal, and asked if the direct potable reuse would include a waiver request relating to storage. Mr. Lozano confirmed that no additional storage was requested. Director Roberts asked to look into how much electricity would be used, and asked about the surface area of the Bohls Pond, to which Mr. Lozano stated the pond is approximately 5 acres. Director Roberts asked Mr. Lozano to look into the possibility of solar panels for the Bohls Pond to offset the potential electricity required by the direct beneficial reuse.

Director Goodwin confirmed that the SER policy included in the report would reduce staff, legal, and customer time in processing service requests. Director Goodwin stated that the process was set years before and wondered whether the process was cumbersome. Director Walden stated that this was something imposed by the previous General Manager. Mr. Pugh stated the administrative process had become more cumbersome for the smaller LUE requests and it's not germane to every request. Director Whisenant stated that there were a lot of processes the utility needed to get control of at the beginning of its creation, and as the utility moves forward there is no reason not to change these processes.

Director Goodwin confirmed that the policy in the packet relating to purchasing is the current policy, and Mr. Pugh confirmed that this item was included for clarification.

D. Legislative Update.

Ms. Albright provided a final update regarding the 85th Legislative Session, stating that the Southwest Travis County Groundwater Conservation District had passed, not as HB 922, but as an amendment to another bill. Following a question by the Board, she confirmed that the new district would be subject to a confirmation election, and would be funded by a charge per connection for utilities except sole-source surface water utilities.

VI. OLD BUSINESS

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

1. ***Cause No. D-1-GN-16-000538; Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas in the 250th District Court of Travis County, Texas.***

No report was provided on this item.

2. ***Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis.***

Director Walden spoke on this item, stating that discussions were continuing with PUA staff and TCMUD 12 representatives regarding the financial aspects of the settlement discussion.

Mr. Klein stated that additional briefing was requested by the court and these briefs were filed yesterday.

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

No report was provided on this item.

B. Discuss, consider and take action on process of amending Impact Fee Study, including Attorney General Opinion.

Mr. Klein stated that he was working with the General Manager to craft an opinion to be submitted to the Attorney General. Director Walden asked about the generation of the questions in the draft opinion request. Mr. Klein stated that the question regarding “purposes” under Chapter 395 was something the Board would likely request interpretation of.

- C. Discuss, consider and take action on Study interconnecting 71 and 290 Systems including:**
 - a. Impacts on hydraulic efficiencies, CIP program, water delivery to DSWSC and City of Dripping Springs, and potential revenues.**
 - b. Amending CIP program.**

The Board took up this item with Item IV.D.1.

George Murfee addressed the Board, stating that the 290 and 71 systems are single-feed systems, and the goal of the proposals was to look at potential interconnect agreements for emergency situations. He stated that the most water that could currently be moved in an emergency is approximately 1 MGD. He stated that the quickest and most efficient way to connect the two systems was down Crumley Ranch Road, and that it would be complicated to make it work due to the Hamilton Pool Road line being in two different pressure zones. Mr. Murfee explained that operationally there are complications of having stagnant water, which further complicates use on an emergency basis. The loop line project is estimated to be \$4-7 million dollars, and there is not a large amount of benefit to the system.

Director Whisenant stated that current requests and commitments were close to the 32 MGD cap, to which Mr. Murfee stated that they're close to 25 MGD committed at this point. Director Whisenant confirmed that the true benefit would be in an emergency, and in his opinion if there was any efficiency to be gained the project would be beneficial as well as to provide emergency water within the system. He asked what other emergency provisions could be addressed to meet such a need. Mr. Murfee replied that the PUA could look at a looping of the 290 System, and that the major storage is at the end of the lines which can assist in an emergency. Mr. Murfee stated that when there was a raw waterline break the PUA experienced a great deal of cooperation with Travis County WCID 17, the City of Austin and other area utilities. He stated that these existing interconnects are on the Highway 71 system, and there are no interconnects on the Highway 290 System.

Director Roberts asked whether the 71 System should be looped as well, to which Mr. Murfee stated that as an alternative he was proposing an option to work with the City of Dripping Springs and Dripping Springs WSC regarding use of their water in an emergency.

Director Roberts confirmed that the direction to consultants regarding this agenda item was to study the feasibility of the looping of the system, as well as whether or not looping would provide additional capacity. Director Roberts confirmed with Mr. Murfee that the Hamilton Pool Road line is committed from a planning perspective.

Director Roberts asked how it would be possible to expand capacity on Hamilton Pool Road so that residents would know what projects to be aware of, to which Mr. Murfee stated that the best option to increase capacity would be an additional Hamilton Pool Road waterline and additional pump station capacity.

Director Roberts confirmed that to protect the 290 System in an emergency, the PUA needs to obtain an interconnect with the City of Austin. Mr. Wilson stated that staff is working on this

issue. Director Roberts stated that he would like to contact the Mayor of the City of Austin on this issue.

Regarding the agenda item proposal, Director Roberts stated that looping the system is not a prudent project for the PUA. Director Whisenant stated that the Board had needed to ask questions of consultants and staff to make this determination, which is why this issue was included as an agenda item. Director Roberts also confirmed that a Hamilton Pool Road additional waterline or additional pump capacity are not on the current CIP.

Director Roberts asked for an additional item to discuss commitments on the 71 System and the 290 System on a future agenda.

Director Whisenant stated that as a single Board member, he determined from this study that the utility as a whole has a service area that does not have the emergency capabilities in one portion of the system, and the Board should proceed with discussions with the City of Austin.

Director Walden stated that he supported asking Murfee Engineering to provide a feasibility analysis for tying the systems together for the PUA's core mission, which is system reliability for both systems. He stated that the Board has the answer now that such a project would not be beneficial.

Director Goodwin asked whether the Hamilton Pool Road waterline was committed based on what land use is projected to be, and not current commitments. Mr. Murfee stated that the planning is for 1 LUE for net usable acre. Director Goodwin stated that the answer to Provence development was that the Hamilton Pool Road line water capped out from a capacity perspective, and there can be some confusion when new requests come up. Mr. Wilson stated that the requests that are being considered by the Board, such as the Mason Subdivision, was a previously platted lot. Mr. Wilson stated that the 14 LUEs on the agenda today is a development that has agreed to not have any landscape watering. Director Goodwin asked from a general perspective what type of request is too large for the Hamilton Pool Road waterline. Mr. Lozano stated that there is an engineering analysis involved with these requests, and it involves modeling and comparison to the CIP in projecting the demands. He stated that the Provence development request included modeling of planning what projects would be outside the CIP. Mr. Lozano stated that there are tracts along Hamilton Pool Road that aren't currently connected, but could be connected under the current CIP.

Director Roberts asked Mr. Lozano how capacity could be expanded on Hamilton Pool Road, to which Mr. Lozano confirmed that an additional waterline and more transmission capacity from the water treatment plant would be needed. Director Roberts asked for a memo for Mr. Pugh to detail what would be necessary to provide more capacity to the Hamilton Pool Road waterline, and directed Mr. Pugh to provide the memo to Hamilton Pool Road Matters.

The Board authorized an amount not to exceed \$10,000 for Item IV. D. 1.

VII. NEW BUSINESS

A. Discuss, consider and take action on FY 18 General Operating Fund Budget Work Session No. 1.

Ms. Smith presented a draft of the FY 2018 budget for the Operating Fund, provided as **Exhibit I**. She stated that staff looked at the last four years of data and assumed a 4% growth rate. She stated that information was also processed regarding the impact of bringing operations in-house. Ms. Smith stated that revenue will assume no rate adjustments, but revenues are budgeted for an increase relating to growth. She stated that staff is also looking to maximize investments that may provide additional revenue.

Director Roberts stated that there was \$1.375 million transferred from the impact fee fund, and Ms. Smith stated this was transferred to debt service for bond payments. Director Roberts asked about paying bonds earlier, to which Ms. Smith stated that there is a 10-year call on the most recent bonds.

Ms. Smith stated that there are no major changes to the water department. For the wastewater department, sludge disposal has increased, but this number is based on a 3-year average. In shared expenses, payroll is the highest expense and includes full staff and benefits. She confirmed that the PUA will be fully staffed in the next year. Ms. Smith stated that the bookkeeping line item will go away as these functions have been brought in-house.

Ms. Smith stated that the net increase to the fund balance for the next fiscal year would be approximately \$2 million.

Ms. Smith stated that staff had reviewed future needs, including savings related to creation of 3 in-house positions including a project engineer, IT administration, and general legal counsel. She stated that the next steps are to get feedback from the Board on the information presented, and staff would like guidance on the proposed three new in-house positions.

Director Whisenant identified the increase in bad debt collection, and Ms. Smith stated that it is lower than the last year and anticipates that the full amount will not be used.

Director Goodwin asked about the project engineer, and Mr. Pugh stated that a more junior engineer would be beneficial to the project reviews that utilize a lot of staff review and time that could be more efficiently handled by a less senior engineer. In addition, during high workloads, plan review required assistance from consultants.

Director Roberts asked about the litigation budget item, and asked Ms. Smith if the number was high. She stated at first glance it does seem high, but utilizing a 3-year average supports the number.

Mr. Pugh stated that staff met with an investment company to look at better investment options for the utility's funds. He stated that there were recommendations about other investments that may provide better returns.

Director Whisenant confirmed that the utility could participate in TexPool.

Director Walden asked about an IT specialist, and stated that this is a good position if the right person could be identified.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

Voting Aye: Directors Robert, Whisenant, Goodwin, Goff and Walden
Voting Nay: None
Absent: None

The meeting adjourned at 12:24 p.m.

PASSED AND APPROVED this 17th day of August, 2017.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

ITEM B

West Travis County Public Utility Agency
Bill Payments
07/01/17 to 07/31/17

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/17/17	City of Austin	04065 16047 06/17	P17071401 - 2767754	Bill.com Check	18870908	(\$ 239.71)
Subtotal:						(\$ 239.71)
07/18/17	The Bridge Group	Multiple	P17071701 - 3001311	Other	N/A	(\$ 1,400.00)
07/18/17	The Bridge Group	2017-0111	P17071701 - 3003634	Other	N/A	(\$ 12,880.00)
07/18/17	The Bridge Group	Multiple	P17071701 - 3001033	Other	N/A	(\$ 18,620.00)
07/18/17	Waterloo Exteriors & Reparis	07/2017	P17071701 - 3014294	Other	N/A	(\$ 1,200.00)
Subtotal:						(\$ 34,100.00)
07/25/17	ARC	07-435161	P17072401 - 3776195	Bill.com Check	19034826	(\$ 606.80)
07/25/17	AVR Inc.	Multiple	P17072401 - 3776167	Bill.com Check	19058498	(\$ 7,119.50)
07/25/17	City of Austin	44118 09855 06/17	P17072401 - 3791399	Other	N/A	(\$ 16,711.99)
07/25/17	Community Coffee Company, LLC	Multiple	P17072401 - 3776129	Bill.com Check	19024818	(\$ 474.00)
07/25/17	Crocker Crane Rentals	843817A	P17072401 - 3776155	Bill.com Check	19039848	(\$ 435.00)
07/25/17	D.A.D.'s Lawn Services, LLC	060120344	P17072401 - 3776180	Bill.com Check	19032438	(\$ 2,735.00)
07/25/17	Grainger	Multiple	P17072401 - 3776190	Bill.com Check	19031216	(\$ 330.57)
07/25/17	Hach Company	10503402	P17072401 - 3776182	Bill.com Check	19063546	(\$ 15,848.00)
07/25/17	Marcelo's Sand & Loam	410216	P17072401 - 3776163	Bill. Check	19031504	(\$ 96.00)

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/25/17	Municipal Valve & Equipment Co Inc	19022	P17072401 - 3776198	Bill.com Check	19044028	(\$ 1,059.00)
07/25/17	Nelisa Heddin Consulting, LLC	304	P17072401 - 3776149	Bill.com Check	19022903	(\$ 2,589.60)
07/25/17	Precision Calibrate Meter Services	587	P17072401 - 3776184	Bill.com Check	19030961	(\$ 55.00)
07/25/17	PSI-Pump Solutions, Inc	2017-06136	P17072401 - 3776186	Bill.com Check	19023259	(\$ 350.00)
07/25/17	Sparkletts & Sierra Springs	16298493 061417P	P17072401 - 3776144	Bill.com Check	19038447	(\$ 14.97)
07/25/17	The Print Shoppe	7158	P17072401 - 3776139	Bill.com Check	19032429	(\$ 344.78)
07/25/17	Time Warner Cable	48749062717	P17072401 - 3776159	Bill.com Check	19025913	(\$ 419.58)
07/25/17	Tuff Machinery LLC	1924	P17072401 - 3776153	Bill.com Check	19036393	(\$ 2,500.00)
07/25/17	USABlueBook	292595	P17072401 - 3776203	Bill.com Check	19022850	(\$ 730.81)
Subtotal:						(\$ 52,420.60)
07/26/17	A List Embroidery	Multiple	P17072501 - 3929131	Other	N/A	(\$ 3,370.00)
07/26/17	BB&T	4972	P17072501 - 3931008	Other	N/A	(\$ 21.60)
07/26/17	BB&T	Schwabe 06/17	P17072501 - 3930167	Other	N/A	(\$ 57.52)
07/26/17	BB&T	Bourland 6/2017	P17072501 - 3930842	Other	N/A	(\$ 71.00)
07/26/17	BB&T	Strickland 06/2017	P17072501 - 3931091	Other	N/A	(\$ 207.00)
07/26/17	BB&T	Semiglasgow 06/17	P17072501 - 3930622	Other	N/A	(\$ 233.76)
07/26/17	BB&T	Cantu 06/2017	P17072501 - 3930783	Other	N/A	(\$ 306.81)
07/26/17	BB&T	Harkrider 06/2017	P17072501 - 3930065	Other	N/A	(\$ 611.27)
07/26/17	BB&T	Rendon 06/17	P17072501 - 3929592	Other	N/A	(\$ 613.66)
07/26/17	BB&T	Wilson 06/2017	P17072501 - 3930703	Other	N/A	(\$ 662.30)
07/26/17	BB&T	8992 06/2017	P17072501 - 3929870	Other	N/A	(\$ 803.95)

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/26/17	BB&T	Jeffrey 06/2017	P17072501 - 3930262	Other	N/A	(\$ 1,250.35)
07/26/17	BB&T	Sifuentes 06/2017	P17072501 - 3930546	Other	N/A	(\$ 1,820.02)
07/26/17	BB&T	Parkin 06/2017	P17072501 - 3930945	Other	N/A	(\$ 2,290.63)
07/26/17	BB&T	Smith 06/2017	P17072501 - 3930386	Other	N/A	(\$ 2,468.34)
07/26/17	BB&T	Pugh 06/2017	P17072501 - 3930973	Other	N/A	(\$ 2,569.50)
07/26/17	BB&T	Sarot 06/2017	P17072501 - 3930887	Other	N/A	(\$ 3,774.53)
07/26/17	City of Austin	07107 11753	P17072501 - 3931176	Other	N/A	(\$ 90,151.35)
Subtotal:						(\$ 111,283.59)

07/27/17	Aerotek Environmental	OE01451381	P17072701 - 4117635	Bill.com Check	19098247	(\$ 2,191.12)
07/27/17	Aerotek Environmental	OE01448584	P17072601 - 4107395	Bill.com Check	19087969	(\$ 2,605.17)
07/27/17	Aerotek Environmental	Multiple	P17072601 - 4083968	Bill.com Check	19111304	(\$ 6,284.40)
07/27/17	AT&T	512 A13 0790 07/17	P17072601 - 4110532	Bill.com Check	19093347	(\$ 1,976.61)
07/27/17	AT&T Wireless	287257473032 06/17	P17072601 - 4105600	Bill.com Check	19084967	(\$ 2,172.29)
07/27/17	Bill Bailey's Signs Corp.	9268	P17072601 - 4083947	Bill.com Check	19090443	(\$ 248.00)
07/27/17	Capital Courier	72309	P17072601 - 4107403	Bill.com Check	19093144	(\$ 176.85)
07/27/17	Champion Power Products, Inc	22875	P17072601 - 4105602	Bill.com Check	19084205	(\$ 468.87)
07/27/17	Discount Tire	2672923	P17072601 - 4083977	Bill.com Check	19091513	(\$ 407.00)
07/27/17	Discount Tire	2676574	P17072701 - 4117639	Bill.com Check	19092460	(\$ 898.00)
07/27/17	DSHS Central Lab	CEN.CD058_062017P	P17072701 - 4117631	Bill.com Check	19097749	(\$ 694.75)
07/27/17	Evoqua Water Technologies LLC	903162567	P17072601 - 4107405	Bill.com Check	19117682	(\$ 10,795.00)
07/27/17	HarHos Bee Caves, LLC	June 2017	P17072601 - 4083954	Bill.com Check	19086479	(\$ 61.37)

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/27/17	HarHos Bee Caves, LLC	July 2017	P17072601 - 4083966	Bill.com Check	19077531	(\$ 61.38)
07/27/17	HarHos Bee Caves, LLC	June 2017	P17072601 - 4083952	Bill.com Check	19082911	(\$ 101.42)
07/27/17	HarHos Bee Caves, LLC	July 2017	P17072601 - 4083964	Bill.com Check	19091499	(\$ 101.42)
07/27/17	HarHos Bee Caves, LLC	August 2017	P17072601 - 4110534	Bill.com Check	19095816	(\$ 3,559.65)
07/27/17	HarHos Bee Caves, LLC	August 2017	P17072601 - 4110536	Bill.com Check	19112051	(\$ 5,906.98)
07/27/17	Hays County MUD No 4	05/2017	P17072601 - 4105604	Bill.com Check	19107830	(\$ 7,448.69)
07/27/17	Hill Country Office Systems	4896	P17072701 - 4117641	Bill.com Check	19092855	(\$ 570.41)
07/27/17	Hookin Bull Construction	7-3-2017	P17072701 - 4117633	Bill.com Check	19120951	(\$ 6,000.00)
07/27/17	HT Staffing	504726	P17072601 - 4084634	Bill.com Check	19079866	(\$ 1,198.00)
07/27/17	Jones Heating and Air Conditioning	11531	P17072601 - 4083972	Bill.com Check	19078899	(\$ 2,727.00)
07/27/17	Lower Colorado River Authority	00530144 06/17	P17072601 - 4083979	Bill.com Check	19089086	(\$ 4,226.16)
07/27/17	Lower Colorado River Authority	00529969 06/17	P17072601 - 4107408	Bill.com Check	19111894	(\$ 81,824.49)
07/27/17	Mission Communications, LLC	1009596	P17072701 - 4117643	Bill.com Check	19083332	(\$ 1,246.80)
07/27/17	Municipal Accounts & Consulting, LP	47308	P17072601 - 4107411	Bill.com Check	19109445	(\$ 14,804.28)
07/27/17	Neltronics	17-592836	P17072601 - 4105598	Bill.com Check	19094681	(\$ 750.00)
07/27/17	Odessa Pumps & Equipment Inc,	511722	P17072601 - 4083983	Bill.com Check	19089247	(\$ 574.00)
07/27/17	Office Depot	6011568510101900P	P17072601 - 4084636	Bill.com Check	19095200	(\$ 558.03)

07/27/17	Peacock Systems	1160	P17072601 - 4107400	Bill.com Check 19088577	(\$ 1,352.00)
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Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/27/17	Peacock Systems	Multiple	P17072601 - 4083985	Bill.com Check	19112519	(\$ 5,676.00)
07/27/17	Pedernales Electric Cooperative, Inc.	905	P17072601 - 4107393	Bill.com Check	19098111	(\$ 1,478.07)
07/27/17	Rain For Rent	1066747	P17072601 - 4110527	Bill.com Check	19080289	(\$ 1,233.23)
07/27/17	Republic Services Inc.	0843-001347305	P17072601 - 4083981	Bill.com Check	19088719	(\$ 495.27)
07/27/17	Smith Pump Company, Inc.	S1013632	P17072601 - 4107398	Bill.com Check	19077854	(\$ 266.00)
07/27/17	Time Warner Cable	Multiple	P17072601 - 4083974	Bill.com Check	19086466	(\$ 342.42)
07/27/17	Time Warner Cable	82601600700651980717	P17072701 - 4118274	Bill.com Check	19093140	(\$ 781.07)
07/27/17	United Site Services of Texas, Inc.	114-5465497	P17072601 - 4083962	Bill.com Check	19083744	(\$ 84.68)
07/27/17	USABlueBook	299789	P17072601 - 4110530	Bill.com Check	19082452	(\$ 696.29)
07/27/17	Wastewater Transport Services, LLC	Multiple	P17072601 - 4083956	Bill.com Check	19122370	(\$ 5,520.00)
07/27/17	Waterloo Exteriors & Reparis	7-25-17	P17072601 - 4031403	Other	N/A	(\$ 4,541.00)
Subtotal:						(\$ 183,104.17)
07/28/17	Brenntag Southwest Inc.	Multiple	P17072701 - 4117645	Bill.com Check	19107343	(\$ 939.77)
07/28/17	Champion Power Products, Inc	22883	P17072701 - 4117648	Bill.com Check	19110974	(\$ 1,246.86)
07/28/17	City of Austin	22455 82422 07/17	P17072701 - 4174595	Bill.com Check	19107294	(\$ 85.01)
07/28/17	City of Austin	54002 73163 07/17	P17072701 - 4174599	Bill.com Check	19115683	(\$ 145.80)
07/28/17	City of Austin	39975 21324	P17072701 - 4174588	Bill.com Check	19103749	(\$ 213.71)
07/28/17	City of Austin	39852 19450 07/17	P17072701 - 4174597	Bill.com Check	19113410	(\$ 227.96)

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/28/17	City of Austin	71822 19829 07/17	P17072701 - 4174592	Bill.com Check	19134360	(\$ 20,717.17)
07/28/17	Discount Tire	2676907	P17072701 - 4117650	Bill.com Check	19117007	(\$ 770.00)
07/28/17	Grainger	Multiple	P17072701 - 4176627	Bill.com Check	19105257	(\$ 1,732.14)
07/28/17	Guardian Industrial Supply LLC - Corp	039725	P17072701 - 4176625	Bill.com Check	19107851	(\$ 2,067.30)
07/28/17	Hohmann's Automotive, Inc	0056176	P17072701 - 4176843	Bill.com Check	19109819	(\$ 273.00)
07/28/17	Peacock Systems	1161	P17072701 - 4117652	Bill.com Check	19119466	(\$ 4,005.00)
07/28/17	Precision Calibrate Meter Services	591	P17072701 - 4117654	Bill.com Check	19112747	(\$ 2,000.00)
07/28/17	Texas Community Propane, Ltd	FAL01618 06/17	P17072701 - 4117658	Bill.com Check	19110633	(\$ 15.78)
07/28/17	Texas Excavation Safety System, Inc.	17-10292	P17072701 - 4176633	Bill.com Check	19104001	(\$ 451.25)
07/28/17	USABlueBook	303113	P17072701 - 4117656	Bill.com Check	19110012	(\$ 1,561.16)
07/28/17	USIC Locating Services, LLC	243439	P17072701 - 4117662	Bill.com Check	19122338	(\$ 2,385.00)
Subtotal:						(\$ 38,836.91)
07/31/17	360 ICT, LLC	102364	P17072801 - 4348786	Bill.com Check	19164875	(\$ 23,775.00)
07/31/17	Aqua-Tech Laboratories, Inc	20136	P17073101 - 4577623	Other	N/A	\$ 0.00
07/31/17		20137	P17073101 - 4577692	Other	N/A	\$ 0.00

	Aqua-Tech Laboratories, Inc					
07/31/17	Aqua-Tech Laboratories, Inc	20138	P17073101 - 4577731	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20139	P17073101 - 4577794	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20140	P17073101 - 4577887	Other	N/A	\$ 0.00

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/31/17	Aqua-Tech Laboratories, Inc	20141	P17073101 - 4577937	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20142	P17073101 - 4578012	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20143	P17073101 - 4578329	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20144	P17073101 - 4578393	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20146	P17073101 - 4578435	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20147	P17073101 - 4578457	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20148	P17073101 - 4578469	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20149	P17073101 - 4578586	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20150	P17073101 - 4578653	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20145	P17073101 - 4578684	Other	N/A	\$ 0.00
07/31/17	Aqua-Tech Laboratories, Inc	20135	P17073101 - 4578781	Other	N/A	\$ 0.00
07/31/17	AVR Inc.	Multiple	P17072801 - 4348811	Bill.com Check	19162169	(\$ 5,042.70)
07/31/17	HT Staffing	504868	P17072801 - 4348816	Bill.com Check	19131952	(\$ 1,331.00)
07/31/17	Kodi Sawin	62017	P17072801 - 4348790	Bill.com Check	19141216	(\$ 437.50)
07/31/17	Lakeway Dermatology	SER REFUND	P17072801 - 4348802	Bill.com Check	19145479	(\$ 1,500.00)
07/31/17	Ledgestone Senior Living	SER REFUND	P17072801 - 4348806	Bill.com Check	19147650	(\$ 1,500.00)
07/31/17	Net Solutions and Security, LLC	201999	P17072801 - 4348788	Bill.com Check	19171286	(\$ 10,670.00)
07/31/17	Secrit LLC	1552	P17072801 - 4348798	Bill.com Check	19136055	(\$ 600.00)

Process Date	Vendor	Invoice Number	Payment Reference	Payment Method	Disbursement Reference	Amount
07/31/17	Wastewater Transport Services, LLC	A39219	P17072801 - 4348794	Bill.com Check	19141324	(\$ 2,006.25)
Subtotal:						(\$ 46,862.45)
Total:						(\$ 466,847.43)

West Travis County PUA - GOF

Cash Flow -Checking Account

As of August 17, 2017

Num	Name	Memo	Amount
11110 · Cash in Bank			
1980	Lloyd Gosselink Rochelle & Townsend, P.C.		-26,185.90
Total 11110 · Cash in Bank			-26,185.90
TOTAL			-26,185.90

West Travis County PUA - GOF

Cash Flow -Payroll Account

As of July 31, 2017

Num	Name	Memo	Amount
11117 · Payroll			
ACH	ExperPay	Expert Pay- Child Support	-207.64
ACH	Child Support Systems	Child Support Remittance	-500.76
ACH	Security Benefits	457 Employee Contribution	-1,354.96
PAYROLL	Employee Payroll	Payroll -6/26/2017-7/8/2017	-54,844.13
ACH	Texas County DRS	TCDRS Payment-June	-39,080.24
ACH	ExperPay	Expert Pay- Child Support	-207.64
ACH	Security Benefits	457 Employee Contribution	-1,396.63
ACH	Child Support Systems	Child Support Remittance	-500.76
PAYROLL	United States Treasury	Payroll Liability Payment-6/26/2017-7/8/2017	-20,082.16
PAYROLL	Employee Payroll	Payroll -7/9/2017-7/22/2017	-52,888.82
Total 11117 · Payroll			-171,063.74
TOTAL			-171,063.74

West Travis County PUA - CPF
Cash Flow Report- Checking
As of August 17, 2017

Num	Name	Memo	Amount
21200 · Cash in Bank			
1259	Murfee Engineering Co., Inc.	SR 2013 Engineering Fees	-14,007.50
1260	Phoenix Fabricators & Erectors, I...	SR 2013 SH 71 1280 Elevated Storage Tank - Pay App 16	-68,345.53
1261	Murfee Engineering Co., Inc.	SR 2015 Engineering Fees	-22,245.00
Total 21200 · Cash in Bank			-104,598.03
TOTAL			-104,598.03

West Travis County PUA - Impact
Cash Flow Report-Checking

As of August 17, 2017

Num	Name	Memo	Amount
71200 · Cash in Bank			
1205	Murfee Engineering	Engineering Fees	-12,228.75
Total 71200 · Cash in Bank			-12,228.75
TOTAL			-12,228.75

West Travis County PUA - Facilities
Cash Flow Report- Checking
As of August 17, 2017

Num	Name	Memo	Amount
41100 · Cash in Bank			
1218	Austin Engineering Co., Inc.	Bohl's- CCNG Gravity Effluent Line- Pay App 2	-23,162.99
1219	Lloyd Gosselink Rochelle & Townsen...	TLAP Permit	-422.20
1220	Murfee Engineering Company	Engineering Fees	-66,963.01
1221	The Wallace Group, Inc	Spillman Pond Liner Replacement	-44,831.97
Total 41100 · Cash in Bank			-135,380.17
TOTAL			-135,380.17

ITEM C



Murfee Engineering Company

July 27, 2017

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road, Building 3, Suite 120
Bee Cave, Texas 78738

**Re: WTCPUA SH71 1280 Elevated Storage Tank CIP Project
Contractor's Application for Payment No. 16**

President Roberts:

Enclosed is Application for Payment No. 16 from Phoenix Fabricators & Erectors, Inc. for the period ending July 25th, 2017. This pay application is for reduction in the retainage amount from 5% to 2.5%. We have reviewed this application for payment, conducted site inspections, and recommend approval and payment in the amount of sixty-eight thousand, three hundred forty-five dollars and fifty-three cents (\$68,345.53). This application for payment is broken down as follows:

Original Contract Price:	\$2,700,346.00
Change Order No. 1 Price:	\$33,816.25
Current Contract Price:	\$2,734,162.25
Total Completed and Stored to Date:	\$2,733,821.10
Retainage (2.5%):	\$68,345.53
Previous Payments:	\$2,597,130.04
Amount Due this Application:	\$68,345.53
Balance to Finish, Plus Retainage:	\$68,686.68

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dennis Lozano', is written over a blue circular stamp that contains the letters 'MEC'.

Dennis Lozano, P.E.
Project Manager

cc: Curtis Wilson, P.E. – WTCPUA
George Murfee, P.E. – MEC
MEC File No. 11051.78C

Contractor's Application For Payment No. SIXTEEN

To (Owner):		West Travis County Public Utility Agency 12117 Bee Cave Road, Suite 120 Bee Cave, TX 78738		Application Period: 6/28/17 to 7/25/17		Application Date: July 25, 2017	
Project:		IMM Gallon Composite Elevated Water Storage Tank		Via (Engineer)		Murfee Engineering Co., Inc.	
Owner's Contract No.:		SH71 1280 Elevated Storage Tank		1101 Capital of Texas HWY South		Austin, TX 78746	
Engineer's Project No.:		11051.78B					

Application for Payment

Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1.	1	33,816.25	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
TOTALS		33,816.25	0.00
NET CHANGE BY			
CHANGE ORDERS			33,816.25

ORIGINAL CONTRACT PRICE	\$	2,700,346.00
Net change by Change Order	\$	33,816.25
CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	2,734,162.25
TOTAL COMPLETED AND STORED TO DATE		
(Column F on Progress Estimate)	\$	2,733,821.10
RETAINAGE:		
a. 2.5 % x \$	2,733,821.10	Work Completed
AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	68,345.53
LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	2,665,475.57
AMOUNT DUE THIS APPLICATION	\$	2,997,130.04
BALANCE TO FINISH, PLUS RETAINAGE	\$	68,345.53
(Column G on Progress Estimate + Line 5 above)	\$	68,686.68

Contractor's Certification

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

Phoenix Fabricators & Erectors, Inc.

By:

Date: 07/25/17

Tamara J. Schaub A/R Manager

is recommended by:

(Construction Inspector)

is recommended by:

(Engineer)

8.16.17

(Date)

is approved by:

(Owner)

(Date)

Lump Sum Progress Estimate

Contractor's Application

For (contract):			1MM Gallon Composite Elevated Water Storage Tank West Travis County Public Utility Agency			Application Number: SIXTEEN					
Application Period:			6/28/17 to 7/25/17			Application Date: 7/25/17					
Specification Section No.	Description	A		B	C		D	E	F	% (F) B	G
		Item			Scheduled Value	From Previous Application (C +					
E1	LOC Restoration 7996 SY @ .50			3,998.00	\$3,798.00				\$3,798.00	95%	\$200.00
E2	Silt Fence 941' @ 3.00			2,823.00	\$2,681.85				\$2,681.85	95%	\$141.15
E3	Stabilized Construction Entrance			1,000.00	\$1,000.00				\$1,000.00	100%	\$0.00
E4	Rock Berm 70' @ 20.00			1,400.00	\$1,400.00				\$1,400.00	100%	\$0.00
W1	Engineering/Bonds/Insurance			135,000.00	\$135,000.00				\$135,000.00	100%	\$0.00
	Foundation			235,000.00	\$235,000.00				\$235,000.00	100%	\$0.00
	Concrete Shaft			680,000.00	\$680,000.00				\$680,000.00	100%	\$0.00
	Tank Fabrication/Delivery			462,000.00	\$462,000.00				\$462,000.00	100%	\$0.00
	Tank Erection			250,000.00	\$250,000.00				\$250,000.00	100%	\$0.00
	Tank Painting			175,000.00	\$175,000.00				\$175,000.00	100%	\$0.00
W2	16" Water Line 640' @ 200.00			128,000.00	\$128,000.00				\$128,000.00	100%	\$0.00
W3	12" Solenoid Control Valve			40,000.00	\$40,000.00				\$40,000.00	100%	\$0.00
W4	2-Way Master Meter			23,000.00	\$23,000.00				\$23,000.00	100%	\$0.00
W5	Drain Valve/Fire Hydrant			12,000.00	\$12,000.00				\$12,000.00	100%	\$0.00
W6	Chemical Fee Infrastructure			\$20,000.00	\$20,000.00				\$20,000.00	100%	\$0.00
W7	20" Tie-In			\$32,000.00	\$32,000.00				\$32,000.00	100%	\$0.00
W8	Demolition-Old Pump Station/Piping			\$5,000.00	\$5,000.00				\$5,000.00	100%	\$0.00
W9	Demolition-Pneumatic Tank/Piping			\$14,000.00	\$14,000.00				\$14,000.00	100%	\$0.00
W10	Tree Removal			\$5,000.00	\$5,000.00				\$5,000.00	100%	\$0.00
W11	Tree Protection			\$2,000.00	\$2,000.00				\$2,000.00	100%	\$0.00
		Totals		\$2,227,221.00	\$2,226,879.85		\$0.00		\$2,226,879.85	100%	\$341.15

Lump Sum Progress Estimate

Contractor's Application

For (contract):				1MM Gallon Composite Elevated Water Storage Tank West Travis County Public Utility Agency				Application Number: SIXTEEN					
Application Period:				6/28/17 to 7/25/17				Application Date: 7/25/17					
A		B		C		D		E		F		G	
Item		Scheduled Value		From Previous Application (C +		This Period		Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)		% (F) B	
Description													
Specification Section No.													Balance to Finish (B - F)
S1	Gravel Drive 792SY @ 20.00	\$15,840.00		\$15,840.00						\$15,840.00	100%	\$0.00	
S2	Security Fence 1071' @ 32.00	\$34,272.00		\$34,272.00						\$34,272.00	100%	\$0.00	
S3	Grading-Quality Control 4453' @ 1.00	\$4,453.00		\$4,453.00						\$4,453.00	100%	\$0.00	
EL1	Electrical Work	\$320,000.00		\$320,000.00						\$320,000.00	100%	\$0.00	
O1	Off-Site 12" Solenoid Control Valve	\$35,000.00		\$35,000.00						\$35,000.00	100%	\$0.00	
TS1	Trench Safety 640' @ 4.00	\$2,560.00		\$2,560.00						\$2,560.00	100%	\$0.00	
AL1	16" Westfall Static Mixer	\$20,000.00		\$20,000.00						\$20,000.00	100%	\$0.00	
AL2	Guardian Safety Station	\$5,000.00		\$5,000.00						\$5,000.00	100%	\$0.00	
AL3	In-Tank Hydrodynamic Mixer	\$36,000.00		\$36,000.00						\$36,000.00	100%	\$0.00	
CO1	Change Order #1	\$33,816.25		\$33,816.25						\$33,816.25	100%	\$0.00	
Sub - Total		\$506,941.25		\$506,941.25		\$0.00			\$0.00	\$506,941.25		\$0.00	
Totals		\$2,734,162.25		\$2,733,821.10		\$0.00			\$0.00	\$2,733,821.10	100%	\$341.15	

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

I hereby certify that the work performed and the material supplied to date, as shown on Pay Estimate No. 16 represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and West Travis County Public Utility Agency relating to the:
SH71 1280 Elevated Storage Tank Project.

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

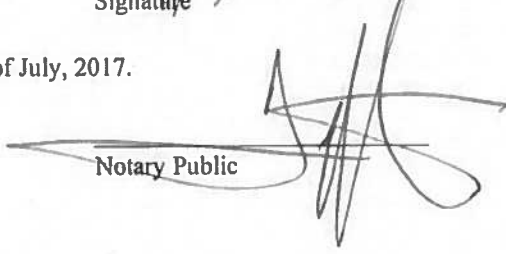
State of: Indiana
County of: Hendricks

Contractor: Phoenix Fabricators & Erectors, Inc.

Name Jeffery A. Short
Title President


Signature

Subscribe and sworn before me this 25th day of July, 2017.


Notary Public

My Commission Expires: 8/26/22



PARTIAL WAIVER OF LIEN

Contractor: Phoenix Fabricators & Erectors, Inc.
182 S. County Road 900 East
Avon, IN 46123

Owner: West Travis County Public Utility Agency
12117 Bee Cave Road, Suite 120
Bee Cave, TX 78738

Project: 1MM Gallon Composite Elevated Water Storage Tank
SH71 1280 Elevated Storage Tank
11051.78B
PFE# 3532

The undersigned Contractor warrants it has been paid to date for all labor, services, equipment, and materials furnished for the above referenced project, through the period ending 6/27/17. The undersigned hereby waives and releases any right to Mechanic's Lien, any state or federal statutory bond rights, any private bond rights, any claim for payment or payment rights for persons in the undersigned position.

The undersigned warrants that it has paid in full all laborers, subcontractors, material men and suppliers for all work, equipment, materials, and services provided to the referenced project through the period ending 6/27/17.

Phoenix Fabricators & Erectors, Inc.

By: Jeffery A. Slusark

Title: President

Date: 7/25/17



Murfee Engineering Company

July 25, 2017

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road, Building 3, Suite 120
Bee Cave, Texas 78738

**Re: WTCPUA Bohls-CCNG Gravity Effluent Line
Contractor's Application for Payment No. 2**

President Roberts:

Enclosed is Application for Payment No. 2 from Austin Engineering Co., Inc. for the period ending July 31st, 2017. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of twenty-three thousand, one hundred sixty-two dollars and ninety-nine cents (\$23,162.99). This application for payment is broken down as follows:

Original Contract Price:	\$113,537.59
Total Completed and Stored to Date:	\$112,774.78
Retainage (5%):	\$5,638.74
Previous Payments	\$83,973.05
Amount Due this Application:	\$23,162.99
Balance to Finish, Plus Retainage:	\$6,401.55

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

Sincerely,

A blue ink signature of Eelhard Meneses, P.E. is written over a horizontal line.

Eelhard Meneses, P.E.
Project Manager

cc: Robert Pugh – WTCPUA
Curtis Wilson, P.E. – WTCPUA
George Murfee, P.E. – MEC
MEC File No. 11051.107



Contractor's Application for Payment No.

TWO (2)

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE		Application Period:	Application Date:
WEST TRAVIS CO. P.U.A. % MURFEE ENGINEERING COMPANY, INC. 1101 CAPITAL OF TEXAS HWY SO, BLDG. D AUSTIN, TEXAS 78746	7/1/17 - 7/31/17	7/25/2017	
To	AUSTIN ENGINEERING CO., INC. P.O. BOX 342349 AUSTIN, TEXAS 78734	Via (Engineer):	MURFEE ENGINEERING CO., INC. 1101 CAPITAL OF TEXAS HWY S, BLDG D AUSTIN, TEXAS 78746
Project:	BOHLS-CCNG 12" GRAVITY EFFLUENT LINE	Contract:	
Owner's Contract No.:	Contractor's Project No.: 17-010	INVOICE #17472	Engineer's Project No.: 11051.107

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE..... \$ \$113,537.59

2. Net change by Change Orders..... \$

3. Current Contract Price (Line 1 ± 2)..... \$ \$113,537.59

4. TOTAL COMPLETED AND STORED TO DATE
 (Column F total on Progress Estimates)..... \$ \$112,774.78

5. RETAINAGE:

a. 5% X \$112,774.78 Work Completed.... \$ \$5,638.74

b. X Stored Material..... \$

c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$5,638.74

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$107,136.04

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application \$ \$83,973.05

8. AMOUNT DUE THIS APPLICATION..... \$ \$23,162.99

9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G total on Progress Estimates + Line 5.c above)... \$ \$6,401.55

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

By: Nat Wood, Project Manager

Date: 7/25/2017

Payment is recommended by:

(Inspector)

Date _____

Payment is recommended by:

(Engineer)

Date _____

Payment is approved by:

(Owner)

Date _____

Contractor's Application

EJCDC® C-620 Contractor's Application for Payment
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Page 2 of 2

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Travis W. Keller who, being by me duly sworn, states as follows:

I. My name is Travis W. Keller. I am Vice President of Austin Engineering Company, Inc. (hereinafter referred to as "Contractor").

II. Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), and Austin Engineering Company, Inc. and Contractor, dated April 24, 2017, for the construction of certain facilities known as WTCPUA Bohls-CCNG 12" Gravity Effluent Line as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III. For and in consideration of the payment to Contractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Contractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Contractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the County where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplementary Conditions Forms - Section 00810

up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 31st day of July, 2017

CONTRACTOR:

AUSTIN ENGINEERING CO., INC.

By: [Signature]

Name: Travis W. Keller

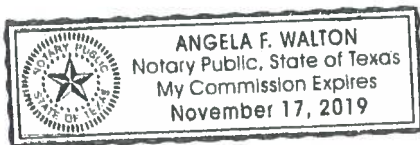
Title: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME on this 31st day of July, 2017.

[Signature]
Notary Public

Printed Name: ANGELA F. WALTON

My Commission Expires: 11/17/19



THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 31st day of July 2017 by Travis W. Keller, Vice President of Austin Engineering Co., Inc. a Texas Corporation on behalf of said Corporation.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE
JOB NO.: 11051.107



Upon receipt by signer of this document of a check from Austin Engineering Co., Inc. (~~maker of check~~) in the sum of TWO THOUSAND SEVEN HUNDRED EIGHTY SEVEN DOLLARS AND 50/100 (\$ 2,787.50) payable to MATOKA ENVIRONMENTAL CONTRACTORS (*payee or payees of check*) and when the check has paid on check #7998 dated June 08, 2017, this document becomes effective to release any mechanic's lien, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim and payment rights for persons in the signer's position that the signer has on the property of City of Georgetown, Williamson County, Texas (*owner*) located in Georgetown, Texas (*location*) to the following extent: Bohls-CCNG 12" Gravity Effluent Line (*job description*).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Austin Engineering Co., Inc. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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

Date: 7-25-17

SUBCONTRACTOR MATOKA ENVIRONMENTAL CONTRACTORS

By: Charlie Henderson

Name: Charlie Henderson

Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by Charlie Henderson (name), President (title) on the 25th day of July, 2017 to certify which witness my hand and seal of office.

(NOTARY SEAL)

Angie Hampton
Notary Public, State of Texas
My Commission Expires: 11/12/20



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: BOHLS-CCNG 12" GRAVITY EFFLUENT LINE

Job No.: 11051.107

The signer of this document has been paid and has received a progress payment in the sum of **Twenty-Three Thousand, One Hundred Sixty-Two Dollars and Ninety-Nine Cents (\$23,162.99)** for all labor, services, equipment, or materials furnished to the property or to WEST TRAVIS COUNTY P.U.A. on the property of BOHLS-CCNG 12" GRAVITY EFFLUENT LINE located at TRAVIS COUNTY, TEXAS to the following extent: Installation of approximately 700' of 12" line, valves & appurtenances. The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the above referenced project to the following extent:

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

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

Date: July 25, 2017

AUSTIN ENGINEERING CO., INC.

By: Nat Wood

Name: Nat Wood

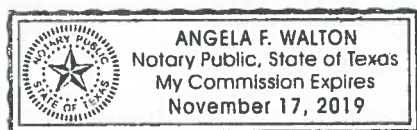
Title: Project Manager

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25th day of July, 2017, by Nat Wood, Project Manager of AUSTIN ENGINEERING COMPANY, INC, a Texas Corporation, on behalf of said Corporation.



Angela Walton
Notary Public in and for the State of Texas

ITEM E

Glen Rose Development Corporation

Annual Internal Facilities Reimbursement Amount
February 28, 2012

Under Utility Facilities Acquisition Agreement
Between LCRA and Glen Rose Development Corp.
Dated July 14, 2000

Section	W/WW Cost	LUEs	Cost Per LUE	7/14/00		2/28/01		2/28/02		2/28/03		2/28/04		2/28/05		2/28/06		2/28/10	
				LUEs @ 3/29/00	First Annual Payment	LUEs 3/30/00- 12/31/00	Second Annual Payment	LUEs 1/1/01- 12/31/01	Third Annual Payment	LUEs 1/1/02- 12/31/02	Fourth Annual Payment	LUEs 1/1/03- 12/31/03	Fifth Annual Payment	LUEs 1/1/04- 12/31/04	Sixth Annual Payment	LUEs 1/1/05- 12/31/05	Seventh Annual Payment	LUEs 1/1/09- 12/31/09	Eighth Annual Payment
Section 9	\$837,057	67	\$12,493	26	\$324,828	14	\$174,907	7	\$87,454	5	\$62,467	7	\$87,454	5	\$62,467	1	\$12,493	1	\$12,493
Sec 9 Add'l Costs	\$4,941	67	\$74	26	\$1,917	14	\$1,032	7	\$516	5	\$369	7	\$516	5	\$369	1	\$74	1	\$74
<u>Interest</u>																			
Thru 7/14/00	¹ \$62,757	67	\$937	26	\$24,353	14	\$13,113	7	\$6,557	5	\$4,683	7	\$6,557	5	\$4,683	1	\$937	1	\$937
7/15/00-2/28/01	² \$17,599	41	\$429	-	\$0	14	\$6,009	7	\$3,005	5	\$2,146	7	\$3,005	5	\$2,146	1	\$429	1	\$429
2/28/01-2/28/02	³ \$18,461	27	\$684	-	\$0	-	\$0	7	\$4,786	5	\$3,419	7	\$4,786	5	\$3,419	1	\$684	1	\$684
3/1/02-2/28/03	⁴ \$12,797	20	\$640	-	\$0	-	\$0	-	\$0	5	\$3,199	7	\$4,479	5	\$3,199	1	\$640	1	\$640
	\$953,613		\$15,257																
Total Due Each Period					\$351,099		\$195,063		\$102,318		\$76,283		\$106,797		\$76,283		\$15,257		\$15,257
Actual Payments Made Each Period					\$372,244		\$193,014		\$101,112		\$91,466		\$73,724		\$76,283		\$15,257		\$15,257

¹ (Original Costs + Additional Costs) @ 5.169889% from date of expenditure thru 7/14/00
² (Original Costs + Additional Costs + Interest thru 7/14/00 - Payment made at Initial Closing) @ 5.169889% for 7/15/00 - 2/28/01
³ (Original Costs + Additional Costs + Interest thru 2/28/01 - Previous Payments) @ 5.169889% for 3/1/01 - 2/28/02
⁴ (Original Costs + Additional Costs + Interest thru 2/28/02 - Previous Payments) @ 4.663% for 3/1/02 - 2/28/03

June 13, 2007

Mr. Robert Pugh
General Manager
West Travis County Public Utility Authority
12117 Bee Cave Rd.
Bldg. 3, Suite 120
Austin, Texas 78738

HAND DELIVERED

*Received
RWP 6/16/2017*

RE: Assignment of Lake Pointe Sections 7.1 and 7.2 Reimbursement For Water
and Wastewater Facilities Constructed by S.W.T.C. Ltd.

Dear Mr. Pugh,

I am providing a copy of the "Assignment of Rights" from Southwest Travis County, Ltd. to Stephen W. Gurasich, Jr. effective June 27, 2011. The West Travis County Public Utility Authority, successor to the L.C.R.A.'s obligations contained in the Utility Facilities Acquisition Agreement between S.W.T.C. Ltd. and the L.C.R.A. owes approximately \$231,167.00 to S.W.T.C. or its assigns under the terms of this Agreement. There has been no annual payment by the W.T.C.P.U.A. since it acquired the water and wastewater system from the L.C.R.A. in 2012.

I am providing this information and the "Assignment of Rights" in order to bring the reimbursement obligation of the W.T.C.P.U.A. up to date. S.W.T.C. Ltd. was dissolved June 27, 2011. Notice of the "Assignment of Rights" was delivered to Janet Stephenson at that time. I am the Assignee.

In addition to a copy of the Assignment, I am enclosing a copy of the "Assignment by Lower Colorado River Authority to West Travis County Public Utility Agency of Certain Agreements Related to Provision of Water and Wastewater Service to Southwest Travis County, Ltd." received from Lloyd Gosselink on January 17, 2014 and signed by the L.C.R.A., the W.T.C.P.U.A. and myself as Assignee of S.W.T.C. Ltd.'s interests. A copy of the termination of S.W.T.C. Ltd. and related documents are also enclosed.

I look forward to hearing from you and wrapping up the P.U.A.'s reimbursement obligation. Please contact me by email at steve.gurasich@gsdm.com.

Sincerely,


Steve Gurasich

Enclosures:

1. Assignment of Rights
2. L.C.R.A., W.T.C.P.U.A., S.W.T.C./Stephen W. Gurasich, Jr. Assignment relative to sale and purchase of the Utility System
3. Certificate of Termination of S.W.T.C. Ltd.

STC, Ltd.

ASSIGNMENT OF RIGHTS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TRAVIS

WHEREAS, Southwest Travis County, Ltd., a Texas limited partnership is the holder of that certain "Utility Facilities Acquisition Agreement" dated July 14, 2000, by and between Southwest Travis County, Ltd. and the Lower Colorado River Authority (the "Agreement"); and

WHEREAS, Southwest Travis County, Ltd. was formed as a limited partnership by its sole general partner, SOUTHWEST TRAVIS COUNTY TRUST, a Texas trust by Stephen W. Gurasich, Jr., Trustee, on February 21, 1991; and

WHEREAS, the original Certificate of Limited Partnership was amended to reflect the addition of STC MANAGEMENT, INC. as a general partner on April 4, 1995, with Stephen W. Gurasich, Jr. as its President; and

WHEREAS, Southwest Travis County, Ltd. was dissolved by Certificate of Termination of a Domestic Entity on June 27, 2011, with all of the rights and obligations of Southwest Travis County, Ltd. to the Utility Facilities Acquisition Agreement by and between Southwest Travis County, Ltd. and the Lower Colorado River Authority still in existence and assignable by Southwest Travis County, Ltd.:

NOW THEREFOR, for and in consideration of the premises stated herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor Southwest Travis County, Ltd. has, on even date with its termination, bargained, granted, sold, assigned, transferred, conveyed, and delivered by these presents and does hereby bargain, grant, sell, assign, transfer, convey, and deliver to Assignee, Stephen W. Gurasich, Jr., individually and without recourse or warranty, all of Assignor's right, title, and interest in and to the Utility Facilities Acquisition Agreement, including without limitation all of the rights of Southwest Travis County, Ltd. thereunder (collectively, the "Assigned Contract Rights");

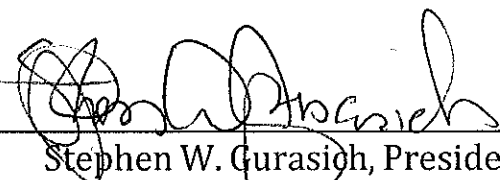
STC, Ltd.

TO HAVE AND TO HOLD the Assigned Contract Rights, together with all and singular rights and appurtenances thereto in anyway belonging unto Assignee and Assignee's successors and assigns, forever.

Executed by the undersigned effective as of June 27, 2011.

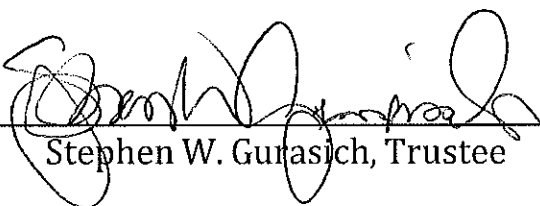
SOUTHWEST TRAVIS COUNTY, LTD.

By: STC MANAGEMENT, INC., a Texas Corporation, its General Partner

By 
Stephen W. Gurasich, President
828 West 6th Street
Austin, Texas 78703

AND

By: Southwest Travis County Trust,
A Texas Trust

By 
Stephen W. Gurasich, Trustee

January 17, 2014

Mr. Don Walden
Southwest Travis County, Ltd.
P.O. Box 342437
Austin, Texas 78734

RE: Assignment by Lower Colorado River Authority to West Travis County Public
Utility Agency of Certain Agreement Related to Provision of Water and
Wastewater Service to Southwest Travis County, Ltd.

Dear Mr. Walden:

Please find enclosed an executed original copy of the above-referenced document for
your files and records. If I may be of further assistance, please do not hesitate to contact me.

Sincerely,



Judy Golden-Bentley
Paralegal for Lauren Kalisek

Enclosure
cc Lauren Kalisek *of the firm* w/o enclosure

**ASSIGNMENT BY LOWER COLORADO RIVER AUTHORITY TO WEST TRAVIS
COUNTY PUBLIC UTILITY AGENCY OF CERTAIN AGREEMENT RELATED TO
PROVISION OF WATER AND WASTEWATER SERVICE TO
SOUTHWEST TRAVIS COUNTY, LTD.**

Assignment (the "Assignment") by the Lower Colorado River Authority (the "LCRA") to the West Travis County Public Utility Agency (the "PUA") of a certain agreement related to the provision of water and wastewater service to Southwest Travis County, Ltd. ("SWTC") is made as of March 19, 2012, by and among the LCRA, SWTC, and the PUA.

RECITALS

The LCRA is a conservation and reclamation district operating under Article XIV, Section 59 of the Texas Constitution.

The PUA is a public utility agency formed by the City of Bee Cave, Hays County, and West Travis County MUD No. 5 for the purpose of acquiring the West Travis County water and wastewater systems (the "System") from the LCRA in order to maintain public ownership.

LCRA and SWTC entered into that certain Utility Facilities Acquisition Agreement Between the Lower Colorado River Authority and Southwest Travis County, Ltd. (the "Utility Facilities Acquisition Agreement"), dated July 14, 2000, to provide water and wastewater service to the Lake Pointe community.

The LCRA and the PUA have entered into that certain Utilities Installment Purchase Agreement dated January 17, 2012 (the "Sale and Transfer Agreement") pursuant to which the parties agree that the LCRA will convey all of its rights, title and interests in the System to the PUA for ownership and operation, subject to any outstanding obligations and responsibilities applicable to the LCRA with respect to the System.

AGREEMENT

For good and valuable consideration, the parties agree as follows:

I. ASSIGNMENT. Pursuant to the Sale and Transfer Agreement, the LCRA hereby assigns to the PUA, and the PUA hereby accepts assignment of, all of the LCRA's rights, title, interests, obligations and responsibilities in the following agreement (the "Contract"):

1. Utility Facilities Acquisition Agreement between SWTC and LCRA dated July 14, 2000.

II. ASSUMPTION. PUA, by its acceptance hereof, hereby (i) agrees to all terms and conditions of the Contract, (ii) covenants and agrees to assume and perform all duties and obligations to be performed and/or discharged by LCRA under the Contract, and (iii) covenants

and agrees to obey any and all governing laws, statutes or regulations of any kind regarding the Contract.

III. CONSENT TO ASSIGNMENT; RELEASE. Subject to the terms and conditions contained herein, SWTC consents to the assignment of all of LCRA's rights, title, interest, obligations and responsibilities under the above contract to PUA and releases LCRA from same.

IV. AMENDMENT TO CONTRACT. The parties hereto acknowledge and agree that time is of the essence for the assignment of the Contract and therefore acknowledge that issues regarding operation of the System by the PUA for the benefit of SWTC may still be outstanding. Therefore, the parties hereto agree and acknowledge that termination of or amendments to the Contract may be further discussed and negotiated and nothing contained herein shall waive or diminish any party's ability to pursue such termination or amendments.

V. NOTICES. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing (at the addresses set forth below) and may be given by any of the following means: personal delivery, reputable overnight courier service, or certified, first class mail, return receipt requested. Any communication sent pursuant to this Assignment shall be deemed received upon receipt or three (3) days after deposit to courier or the mail service. The addresses are as follows and may be changed by notice to the other parties in the manner provided in this Assignment:

To SWTC:

Southwest Travis County, Ltd.
c/o Stephen W. Gurasich, Jr.
828 West 6th Street
Austin, Texas 78733

COPY TO:

Don Walden
2317 Resaca Blvd.
Austin, Texas 78733

To PUA:

West Travis County Public Utility Agency
c/o Lauren Kalisek
Lloyd Gosselink
816 Congress Avenue, Suite 1900
Austin, Texas 78701

To LCRA:

Lower Colorado River Authority
Attn: Dennis Daniel, Manager, Risk Management,
and Madison Jechow, Associate General Counsel
3700 Lake Austin Blvd.
Austin, Texas 78703

VI. SUCCESSORS AND ASSIGNS. This Assignment shall be binding upon and inure to the benefit of the LCRA, SWTC and the PUA and their successors and assigns.

VII. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the laws of the State of Texas without giving effect to the provisions thereof relating to conflicts of laws.

VIII. MISCELLANEOUS. This Assignment may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment may be executed in any number of counterpart originals and each counterpart shall be deemed to be an original. The failure of any party hereto to execute the Assignment or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. This Assignment embodies the entire agreement and understanding by and among the parties.

IX. TERMINATION. This Assignment shall automatically become null and void, without any further action by any party hereto, and unless otherwise agreement in writing by the parties hereto, should the LCRA fail to transfer operations and management of the System by March 19, 2012.


[Signature pages follow.]

IN WITNESS WHEREOF, the LCRA, SWTC, and the PUA have duly executed this Assignment as of the date first above written.

LOWER COLORADO RIVER AUTHORITY

By: 
Ross Phillips
Interim General Manager

ATTEST:

By: 
Name: Madison Jechow
Title: Associate General Counsel

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: Larry Fox
Larry Fox
President

ATTEST:
By: Ray Whisenant
Ray Whisenant
Secretary/Treasurer

SOUTHWEST TRAVIS COUNTY, LTD.

a Texas limited partnership

By: Southwest Travis County Ltd

Name: Stephen D. Sandoz

Title: Manager / Assignee

FEB 21 1991

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOUTHWEST TRAVIS COUNTY, LTD.**

Corporations Section

The undersigned sole general partner, being desirous of forming a limited partnership pursuant and subject to the Texas Revised Limited Partnership Act, does hereby certify as follows:

1. The name of the limited partnership is Southwest Travis County, Ltd. ("Partnership").

2. The address of the Partnership's registered office and the principal office shall be 1250 Capital of Texas Highway South, One Cielo Center, Suite 400, Austin, Texas 78746.

3. The name and address of the Partnership's registered agent for service of process is as follows:

C/o Stephen W. Gurasich, Jr., Trustee
Southwest Travis County Trust
1250 Capital of Texas Highway South
One Cielo Center, Suite 400
Austin, Texas 78746.

4. The book and records of the Partnership are kept at its principal office for purposes of inspection.

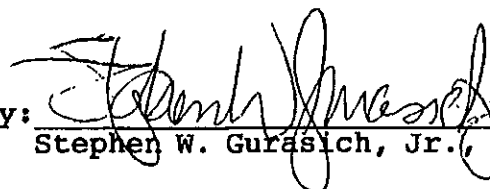
5. The name, mailing address and street address of the business of the general partner is as follows:

C/o Southwest Travis County Trust
Stephen W. Gurasich, Jr., Trustee
1250 Capital of Texas Highway South
One Cielo Center, Suite 400
Austin, Texas 78746.

IN WITNESS WHEREOF, the undersigned have signed and sworn to this Certificate of Limited Partnership this 21st day of February, 1991.

GENERAL PARTNER:

SOUTHWEST TRAVIS COUNTY TRUST, a
Texas trust

By: 
Stephen W. Gurasich, Jr., Trustee

00198002677

SOUTHWEST TRAVIS COUNTY, LTD.

CERTIFICATE OF AMENDMENT
TO CERTIFICATE OF LIMITED PARTNERSHIP

FILED
In the Office of the
Secretary of State of Texas

APR 04 1995

Corporations Section

The undersigned limited partnership (the "Partnership"), having filed an original Certificate of Limited Partnership according and subject to the Texas Revised Limited Partnership Act, hereby duly executes this Certificate of Amendment to Certificate of Limited Partnership, as follows:

1. The name of the Partnership is Southwest Travis County, Ltd.

2. The name under which the Partnership was originally formed is Southwest Travis County, Ltd., and the date on which it was filed with the Secretary of State was February 21, 1991. The limited partnership file number assigned by the Secretary of State is 60128-10 LPS.

3. The original Certificate of Limited Partnership is hereby amended to reflect the addition of STC Management, Inc. as a general partner of the Partnership and the withdrawal of Southwest Travis County Trust as a general partner of the Partnership.

4. The address of the registered office of the Partnership is 1250 Capital of Texas Highway South, One Cielo Center, Suite 400, Austin, Texas 78746, and the name of the registered agent, whose business office address will be the same as the Partnership's registered office address, is STC Management, Inc., Stephen W. Gurasich, Jr., President.

5. The address of the principal office of the Partnership in the United States where its partnership records are to be kept or made available for inspection is 1250 Capital of Texas Highway South, One Cielo Center, Suite 400, Austin, Texas 78746.

6. The name, mailing address and street address of the sole general partner of the Partnership are as follows:

STC Management, Inc.
1250 Capital of Texas Highway S.
One Cielo Center, Suite 400
Austin, Texas 78746
Attn: Stephen W. Gurasich, Jr., President

7. The date upon which this Certificate of Amendment will be effective is the date of filing.

EXECUTED as of and effective the 30th day of March, 1995.

GENERAL PARTNER:

STC MANAGEMENT, INC., a Texas
corporation

By: 

Stephen W. Gurasich, Jr.
President

WITHDRAWING GENERAL PARTNER:

SOUTHWEST TRAVIS COUNTY TRUST

By: 

Stephen W. Gurasich, Jr., Trustee

Form 651**(Revised 04/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$40



**Certificate of Termination
of a
Domestic Entity**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

JUN 27 2011

Corporations Section**Entity Information**

1. The name of the domestic entity is: SOUTHWEST TRAVIS COUNTY, LTD.
2. The entity is organized as a LIMITED PARTNERSHIP under the laws of Texas.
e.g., for-profit corporation, limited partnership, etc.
3. The date of formation of the entity is: 02/21/91
mm/dd/yyyy
4. The file number issued to the entity by the secretary of state is: 0006012810

Governing Persons

5. The names and addresses of each of the entity's governing persons are: (see Item 5 instructions)

GOVERNING PERSON 1

Name:

STC MANAGEMENT, INC.

Address:

828 WEST 6TH ST.AUSTINTXUSA78703Street or Mailing AddressCityStateCountryZip Code**GOVERNING PERSON 2**

Name:

Address:

Street or Mailing AddressCityStateCountryZip Code**GOVERNING PERSON 3**

Name:

Address:

Street or Mailing AddressCityStateCountryZip Code**GOVERNING PERSON 4**

Name:

Address:

Street or Mailing AddressCityStateCountryZip Code

Event Requiring Winding Up

(See Item 6 instructions.)

6. The nature of the event requiring winding up is set forth below: (You must select either A, B, C, D, or E.)

- ☒ A. A voluntary decision to wind up the entity has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.
- ☐ B. The period of duration specified in the governing documents of the entity has expired.
- ☐ C. The occurrence of an event specified in the governing documents of the entity that requires the winding up, dissolution, or termination of the entity
- ☐ D. The occurrence of an event specified in the Texas Business Organizations Code that requires the winding up, dissolution, or termination of the entity

OR

- ☐ E. A court decree requiring the winding up, dissolution, or termination of the entity has been rendered under the provisions of the Texas Business Organizations Code or other law.

Completion of Winding Up

7. The filing entity has complied with the provisions of the Texas Business Organizations Code governing its winding up.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

mm/dd/yyyy

- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

mm/dd/yyyy

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

(Required)

- ☒ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 05/05/14

By: STC MANAGEMENT, INC.

Name of entity (see Execution instructions)

General Partner
[Signature]
Signature of authorized individual (see Execution instructions)

STEPHEN W. LOURASICH
Printed or typed name of authorized individual

PRESIDENT OF GENERAL PARTNER.

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US



June 27, 2011

SOUTHWEST TRAVIS COUNTY, LTD.
828 W 6TH ST
AUSTIN TX 78703-5420

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

SOUTHWEST TRAVIS COUNTY, LTD.

has filed all required reports for taxes administered by the Comptroller under Title 2, Tax Code, and taxes reported due on those reports have been paid. This certificate must be filed with the Texas Secretary of State to legally end the entity's existence in Texas. This certificate is valid for the purpose of dissolution, merger, conversion, or withdrawal through December 31, 2011.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 27th day of
June, 2011 A.D.

A handwritten signature in cursive script that reads "Susan Combs".

SUSAN COMBS
Comptroller of Public Accounts

Taxpayer number: 32036475542
File number: 0006012810

NOTE: Failure by Texas entities to legally end existence with the Texas Secretary of State on or before the expiration of this certificate, will result in additional franchise tax responsibilities. Texas entities not registered with The Secretary of State and all out of state entities are responsible for franchise tax through the last date of business in this state.

ITEM F

**ENGINEERING SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
MURFEE ENGINEERING COMPANY, INC.**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This ENGINEERING SERVICES AGREEMENT (“*Agreement*”), effective on _____, 2017 (the “*Effective Date*”), is entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (hereafter the “*PUA*”), and MURFEE ENGINEERING COMPANY, INC (hereafter “*Consultant*”). The PUA and Consultant are each, a “*Party*” and are collectively referred to as the “*Parties*”.

RECITALS

WHEREAS, the PUA is a public utility agency operating pursuant to Chapter 572, Texas Local Government Code;

WHEREAS, the PUA desires to engage Consultant to provide the PUA with engineering support services; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions for such consulting services.

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

AGREEMENT

Section 1. Consulting Services and Rates.

- a. The PUA does hereby engage Consultant, and Consultant does hereby accept and agree to be engaged by the PUA to provide, on an as-needed basis, engineering consulting services more specifically described in Exhibit A of this Agreement (the “*Services*”), attached hereto for all purposes.
- b. The Parties agree that the PUA will compensate Consultant for the Services at rates listed in Exhibit B upon receipt of an invoice from Consultant submitted on a monthly basis. Prior to initiating any work, the Consultant shall submit to the General Manager or designee Work Authorization Proposals that include the project description, scope

of work, staff descriptions, hours per staff, hourly rates, and total cost. Consultant shall not provide any Services to the PUA without prior written approval of the General Manager of the PUA.

Section 2. Term. The term of this Agreement (“Term”) shall commence on the last date signed by either Party (the “Effective Date”) and be for a period of one (1) year from the date hereof and shall continue thereafter for successive one-year periods until termination by either Party.

Section 3. Performance Standards. Consultant agrees that Consultant will, in accordance with all professional and ethical requirements, faithfully, industriously, and to the best of Consultant’s ability, experience and talent, perform to the reasonable satisfaction of the Board of Directors of the PUA, the Services requested.

Section 4. Termination. This Agreement may be terminated unilaterally at any time by either Party hereto by providing thirty (30) days advance written notice to the other Party.

Section 5. Invoicing. Consultant shall invoice the PUA for the Services provided on a monthly basis, and the PUA shall have thirty (30) calendar days upon receipt of each invoice to pay such invoice. Invoices shall be formatted per PUA requirements and include the Work Authorization Description, PUA Work Authorization Number, authorized amount, current invoice amount, and total amount invoiced to date. Each invoice shall also include a breakout of tasks completed, hourly rate per task and total hours per task. Work Authorizations that exceed the authorized amount shall require an Amendment to the Work Authorization prior to invoices being approved for payment.

Section 6. Records. All records and documents related to the Services shall be the PUA’s property. Upon termination of this Agreement, said records and documents shall be promptly delivered by Consultant to the PUA or the PUA’s designee.

Section 7. Insurance. Consultant shall provide and maintain in full force and effect at Consultant’s expense a professional liability insurance policy in the minimum amount of \$1,000,000 conditioned that Consultant will faithfully perform the Services under terms of this Agreement.

Section 8. Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

Section 9. Conflict of Interest. Consultant agrees that for the duration of this Agreement, Consultant will not engage, either directly or indirectly, in any activity that might adversely affect the PUA or its affiliates. Consultant further agrees to disclose to the PUA any other facts of which Consultant becomes aware that might involve or give rise to a conflict of interest or potential conflict of interest.

Section 10. Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

Section 11. Independent Contractor. The relationship of Consultant to the PUA is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Consultant and PUA, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

Section 12. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

Section 13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All actions taken by the Parties in the performance of their obligations under this Agreement shall be deemed to have been taken in Travis County, Texas.

Section 14. Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

Section 15. Counterparts. This Agreement may be executed in separate counterparts.

IN WITNESS THEREOF, Consultant, by its duly authorized Officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Agreement, effective on the Effective Date.

MURFEE ENGINEERING COMPANY, INC.

By: _____

Date: _____

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Jr.
Secretary, Board of Directors

Date: _____

(SEAL)

EXHIBIT “A”

Description of Services

Services shall include but not be limited to the following:

- Assist and participate in PUA Board meetings.
- Assist with development of Land Use Assumptions and Impact Fee studies.
- Assist with development and management of Capital Improvement Program (CIP).
- Assist with cost of service and rate studies.
- Design services.
- Permitting.
- Construction management.
- Engineering studies.
- Operational assistance.
- Assist with communication between PUA customer stakeholders including developers, engineers, retail customers, wholesale customers, municipal utility districts, utilities, cities, counties, and government agencies.
- Review Service Extension Requests (SERs) including design, construction and water quality reviews.
- Computer modeling of water distribution and sanitary sewer collection systems.
- Assist with drafting of PUA rules and policies, as necessary.
- Assistance with Impact Fee Advisory Committee meetings.
- Other general and administrative assistance, as directed by the PUA.

EXHIBIT “B”

Rate and Fee Schedule

ITEM G

**ENGINEERING SERVICES AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
CP&Y, INC.**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This ENGINEERING SERVICES AGREEMENT ("**Agreement**"), effective on _____, 2017 (the "**Effective Date**"), is entered into by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code (hereafter the "**PUA**"), and CP&Y, INC. (hereafter "**Consultant**"). The PUA and Consultant are each, a "**Party**" and are collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the PUA is a public utility agency operating pursuant to Chapter 572, Texas Local Government Code;

WHEREAS, the PUA desires to engage Consultant to provide the PUA with engineering support services; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions for such consulting services.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements hereinafter set forth, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties' respective execution of this Agreement, the Parties agree as follows:

AGREEMENT

Section 1. Consulting Services and Rates.

- a. The PUA does hereby engage Consultant, and Consultant does hereby accept and agree to be engaged by the PUA to provide, on an as-needed basis, engineering consulting services more specifically described in Exhibit A of this Agreement (the "**Services**"), attached hereto for all purposes.
- b. The Parties agree that the PUA will compensate Consultant for the Services at rates listed in Exhibit B upon receipt of an invoice from Consultant submitted on a monthly basis. Prior to initiating any work, the Consultant shall submit to the General Manager or designee Work Authorization Proposals that include the project description, scope

of work, staff descriptions, hours per staff, hourly rates, and total cost. Consultant shall not provide any Services to the PUA without prior written approval of the General Manager of the PUA.

Section 2. Term. The term of this Agreement ("Term") shall commence on the last date signed by either Party (the "Effective Date") and be for a period of one (1) year from the date hereof and shall continue thereafter for successive one-year periods until termination by either Party.

Section 3. Performance Standards. Consultant agrees that Consultant will, in accordance with all professional and ethical requirements, faithfully, industriously, and to the best of Consultant's ability, experience and talent, perform to the reasonable satisfaction of the Board of Directors of the PUA, the Services requested.

Section 4. Termination. This Agreement may be terminated unilaterally at any time by either Party hereto by providing thirty (30) days advance written notice to the other Party.

Section 5. Invoicing. Consultant shall invoice the PUA for the Services provided on a monthly basis, and the PUA shall have thirty (30) calendar days upon receipt of each invoice to pay such invoice. Invoices shall be formatted per PUA requirements and include the Work Authorization Description, PUA Work Authorization Number, authorized amount, current invoice amount, and total amount invoiced to date. Each invoice shall also include a breakout of tasks completed, hourly rate per task and total hours per task. Work Authorizations that exceed the authorized amount shall require an Amendment to the Work Authorization prior to invoices being approved for payment.

Section 6. Records. All records and documents related to the Services shall be the PUA's property. Upon termination of this Agreement, said records and documents shall be promptly delivered by Consultant to the PUA or the PUA's designee.

Section 7. Insurance. Consultant shall provide and maintain in full force and effect at Consultant's expense a professional liability insurance policy in the minimum amount of \$1,000,000 conditioned that Consultant will faithfully perform the Services under terms of this Agreement.

Section 8. Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

Section 9. Conflict of Interest. Consultant agrees that for the duration of this Agreement, Consultant will not engage, either directly or indirectly, in any activity that might adversely affect the PUA or its affiliates. Consultant further agrees to disclose to the PUA any other facts of which Consultant becomes aware that might involve or give rise to a conflict of interest or potential conflict of interest.

Section 10. Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

Section 11. Independent Contractor. The relationship of Consultant to the PUA is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between Consultant and PUA, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.

Section 12. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.


Section 13. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas. All actions taken by the Parties in the performance of their obligations under this Agreement shall be deemed to have been taken in Travis County, Texas.

Section 14. Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

Section 15. Counterparts. This Agreement may be executed in separate counterparts.

IN WITNESS THEREOF, Consultant, by its duly authorized Officer, and the PUA, with the approval of a majority of the Board of Directors, have executed this Agreement, effective on the Effective Date.

CP&Y, INC.

By: 
Bob Wallace, PE, Sr. Vice President

Date: E Aug 20 17

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Jr.
Secretary, Board of Directors

Date: _____

(SEAL)

EXHIBIT "A"

Description of Services

Services shall include but not be limited to the following:

- Assist and participate in PUA Board meetings.
- Design services.
- Permitting.
- Construction management.
- Engineering studies.
- Operational assistance.
- Assist with communication between PUA customer stakeholders including developers, engineers, retail customers, wholesale customers, municipal utility districts, utilities, cities, counties, and government agencies.
- Review Service Extension Requests (SERs) including design, construction and water quality reviews.
- Computer modeling of water distribution and sanitary sewer collection systems.
- Assist with drafting of PUA rules and policies, as necessary.
- Other general and administrative assistance, as directed by the PUA.

EXHIBIT "B"

Rate and Fee Schedule

Personnel Charges: Charges for employees are computed utilizing the following rate schedule. These rates include salary, fringe benefits, overhead and General and Administrative (G&A) costs. Time spent in either local or inter-city travel will be charged for in accordance with the following rate schedule.

Job Code	Job Title	Flat Reg. Rt.
101	Principal	200.00
102	Sr. Project Manager	190.00
103	Project Manager	150.00
104	Project Engineer	130.00
105	Project Assistant	90.00
106	EIT	95.00
107	Managing Architect	150.00
108	Architect	140.00
109	Executive Assistant	70.00
110	Sr. Technician	90.00
111	Technician	80.00
112	Utility Technician	90.00
113	Field Observation Personnel	90.00
114	RPLS	120.00
115	Architect Intern	130.00
116	Accounting Manager	90.00
120	1 Man Crew w GPS/Robot	110.00
121	2 Man Field Crew	125.00
122	2 Man Field Crew w GPS/Robot	150.00
123	3 Man Field Crew	150.00
124	SUE Crew 1 Man	95.00
125	SUE Crew 2 Man	150.00
126	SUE Crew 2 Man/Truck	210.00
127	4 Wheeler	75.00
128	Non Billable Crew	0.00

V. STAFF REPORTS

ITEM A

General Manager's Report
August 17, 2017

1. Customer service call volume continues to be light, even during high water demand season. Very few "High Water Bill" complaints.
2. Onsite I/T Assessment by Vintage I/T and Pivot Networks on July 12 and July 19, respectively. Signed Agreement with Vintage I/T for I/T services. Vintage I/T will replace Peacock Systems as our I/T Services Provider.
3. Developed Agreements with Murfee Engineering, CP and Y, and Vintage I/T Services. Implementing revised contractual and invoicing procedures with Murfee Engineering.
4. Hill Country Alliance meeting in Wimberly on July 13, 2017.
5. Monthly meeting with Murfee Engineering on July 19, 2017.
6. Cub Scout Pack 72 toured the Water Treatment Plant on Saturday, July 22, 2017.
7. Charlene Bethel, new Executive Assistant, started on July 24, 2017.
8. Completed review of Investment Policy on July 25, 2017. Working with Jennifer Smith.
9. Keith Parkan employment ended July 27, 2017. On line job posting with AWWA and working with Aerotek to find replacement.
9. Meeting with Sterling Capital, investment advisor candidate, on July 28, 2017.
10. Repaired Raw Water Pump No. 1 installed July 27, 2017. Replacement Raw Water Pump No. 2 to be installed week of August 21, 2017.
11. AVR Work Order Training on August 3, 2017.
12. Meeting with Murfee Engineering on August 3, 2017 to review DSWSC 1.5 MGD SER.
13. Attended TCEQ Conference August 8 and 9 in Austin.
14. Uplands WTP rehabilitation design walk through meeting with CP and Y on August 11, 2017.
15. CCNG and PUA Operations Team meeting on August 7, 2017. Discussed:
 - a. Beneficial use effluent agreement for residential common areas.
 - b. Assignment of CCNG Agreements and Easements from LCRA to the PUA.
 - c. Review of new 12" gravity effluent delivery line from Bohl's to Spanish Oaks.
 - d. New effluent rate agreement (Executed July 21, 2017).

16. Murfee Engineering has provided an updated operations schematic and staff training for effluent delivery.
17. Ongoing meetings with MUD 12 on settlement Term Sheet.
18. Annual performance review process initiated and in progress.
19. New telephone system has been installed and is operational with improved functionality.
20. Requested one-year extension on LCRA Leak Detection Grant project (Until September 30, 2018). After review of scope of work the project will have to be completed by a contractor due to resources and technical expertise needed.

ITEM C

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: August 10th, 2017

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

FROM: Dennis Lozano, P.E.

RE: Capital Improvements Plan Projects Update – August 2017

CC: Robert Pugh, P.E. – WTCPUA General Manager
Curtis Wilson, P.E. – WTCPUA District Engineer
George Murfee, P.E.

MEC File No.: 11051.10

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

Raw Water Line No. 2

The contract for mitigation credits has been fully executed the final EA & HCP have been submitted to USFWS for final review and administrative processing. Following final review, which is expected to take approximately 21 days, a 30-day public comment period will begin administrative processing of the 10(a) Incidental Take Permit (ITP).

Phase I of the design survey has been completed and is currently under review for accuracy and completeness. Plan sheets have been produced for use in establishment in the field of the precise alignment. Contact with the landowners along the alignment (WTCMUD Nos. 3 & 5, the Lake Pointe HOA, and the Lake Travis ISD) from the Intake to the Bee Cave Road ROW has initiated. A dialogue on the alignment of the pipeline as well as easements will be ongoing during the design process. An update on easement issues is provided under separate cover.

Wastewater Permit Major Amendment

A draft submittal package for the major amendment application including the direct potable reuse disposal mechanism has been prepared and undergone final review. Several pieces of information requested from the WTCPUA remain pending following a personnel change and we are working with WTCPUA staff to obtain the required information for submittal.

1080 Bee Cave Transmission Main Preliminary Engineering

A complete draft of the Preliminary Engineering Report has been prepared and is under review.

Beneficial Water Recycling Project

The sampling protocol is underway and results are being catalogued and digitized as they are received. Equipment specification and site layout in preparation for mechanical section drawings for the treatment process is ongoing.

1340 Transmission Main

Easement procurement is nearing completion. Submittal will be made to the City of Austin this month.

1340 Elevated Storage Tank

Site approvals have been secured and construction plans are under final review. The project will bid in Q3 2017.

SH71 1280 Elevated Storage Tank

The only outstanding item is establishment of permanent revegetation.

Raw Water Intake Expansion and Rehabilitation

Preparation of construction plans and specifications is nearing completion. The project is anticipated to bid within 60 days.

Bohls WWTP Expansion Design

Unit process sizing is ongoing. A base map of the site has been consolidated and is being evaluated for process layout. The effort is informing and in coordination with the TLAP Major Amendment Project.

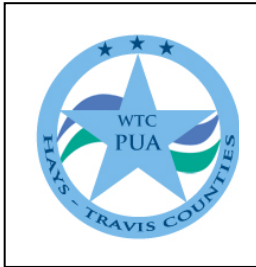
Southwest Parkway Pump Station Expansion

Conceptual design is complete and a site plan exemption request was submitted to the City of Austin which was denied. We are currently assessing the options regarding the full site plan process at the City of Austin given the existing site constraints and requirements of the applicable ordinances.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Raw Water Line No. 2	Permitting	\$495,560	\$52,900	\$548,460	99%	Q3 2017	Q1 2019
Wastewater Permit Major Amendment	Pre-submittal	\$51,000	N/A	\$150,000	99%	Q3 2017	2018-2019
1080 Bee Cave Transmission Main	Preliminary Engineering	\$103,500	N/A	N/A	85%	Q3 2017	Q4 2018
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	70%	Q4 2017	Q3 2018
1340 Transmission Main	Permitting & Design	\$230,730	N/A	\$230,730	99%	Q3 2017	Q2 2018
1340 Elevated Storage Tank	Permitting & Design	\$363,000	N/A	\$363,000	95%	Q3 2017	Q4 2018
SH71 1280 EST	Construction	\$1,700,000	\$33,816	\$1,900,000	99%	Q1 2017	Q4 2017
RWI Expansion & Rehab	Design	\$117,480	N/A	\$117,480	90%	Q3 2017	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	8%	Q2 2018	Q3 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	20%	Q4 2017	Q3 2018

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



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738
Office: 512/263-0100
Fax: 512/263-2289
wtcpua.org

Operations Report

August 17, 2017

Executive Summary

Water consumption is high and plant operations is a priority. Average water demand throughout the system is currently at 12 MG per day with a peak factor of 15 MG per day. Staff continues to monitor different subdivisions throughout the system in the attempt to alleviate the demand during the hours of 12 am to 4 am. There is an average of 35 residents per day watering outside their designated watering times.

Critical Issues

High water consumption will be a concern during the months of August and September.

Noteworthy Events

Mr. Javier Rangel successfully obtained his D Surface Water License from the TCEQ. Javier has worked at this facility for 3 years as a meter reader and has demonstrated the determination and skills to advance into a water plant operator position.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of July 2017. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Process Overview of Month:

Water Treatment Plant	Actual
AVG Raw Water	12.11 MGD
AVG Treated Water	11.37 MGD
PEAK Treated Water	14.34 MGD
AVG Turbidity	0.15 NTU
AVG Chlorine	3.38 mg/l

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.388 MGD	0.675 MGD
MAX Flow	0.442 MGD	
AVG BOD	2.00 mg/l	5 mg/l
AVG Fec.Coli	2.11 mg/l	20 mg/l
AVG NH3	0.06 mg/l	2 mg/l
AVG Turbidity	1.00 mg/l	3 mg/l

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.187 MGD	0.325 MGD
MAX Flow	0.329 MGD	
AVG BOD	2.25 mg/l	5 mg/l
AVG Fec.Coli	2.07 mg/l	20 mg/l
AVG NH3	0.06 mg/l	2 mg/l
AVG Turbidity	1.10 mg/l	3 mg/l

Other Performance Measures

During the month of July approximately 263,000 gallons of water were flushed from different areas of the system. The flushing program is moving water through different parts of the system and improving water quality. We are receiving fewer calls about water odors and cloudy water.

A work order system will be used to track preventative and corrective maintenance using our existing AVR billing software. The operations supervisors will have the ability to schedule and create work orders for machinery and equipment.

Public Relations

More than 180 notices were issued to residents for watering outside of their designated watering times. Residents were informed they will have a 2-week period to adjust their watering schedules before enforcement action is taken. We have not issued any violation notices that include surcharge penalties.

Safety Performance

There were zero reportable injuries for the month of July.

Safety topic(s) this month:

Electrical Safety

First Aid Safety

Security

Vintage IT Services will provide information and technology support. Our goal is to meet with them as often as necessary to facilitate a smooth transition between them and our existing IT services team.

Personnel

Mr. Chris Gonzales, Wastewater Treatment Operator is a new hire that began work on July 17, 2017. Mr. Gonzales has worked for the City of Austin Water Utility and Wastewater Transport Services. He is also familiar with lift station operations and has been helpful with troubleshooting pump and motor problems.

Miscellaneous

- A new phone system was installed and will provide better communication between departments. The system has many more advantages and options.
- One of three new trucks were delivered Monday August 7th. The two other trucks are scheduled to arrive within the next couple weeks.
- Employee performance reviews are scheduled and will be completed by next month.
- New RWI pump No. 1 was installed.
- Filter media is scheduled to be replaced in Unit 3 filters.

West Travis County Public Utility Agency Billing Summary Report



**This report contains estimates of monthly billing data based upon information at the time of report preparation. This report is not based upon audited information. Additionally, monthly billing adjustments may not be reflected on this report. This is prepared for trending purposes only. For final billed revenues net of adjustments, please see the monthly bookkeepers report.*



Summary of Retail Billed Revenues Water Utility

Bee Cave District	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
	5/10-6/8	6/9-7/8	7/10-8/9	8/10-9/09	9/10-10/7	10/8-11/8	11/9-12/8	12/1-1/9	1/10-2/8	2/9-3/9	3/10-4/7	4/8-5/9	5/10-6/8	
Commercial Water	\$ 26,251	\$ 30,383	\$ 42,134	\$ 36,112	\$ 28,666	\$ 29,799	\$ 25,020	\$ 19,143	\$ 18,445	\$ 21,223	\$ 26,176	\$ 23,768	\$ 25,066	\$ 352,186
Commercial Base Water	20,955	20,979	21,085	21,102	21,123	21,560	21,651	21,660	21,900	22,059	22,071	22,071	22,225	\$ 280,441
Fire Hydrant Water	1,121	1,681	6,096	7,510	9,389	9,946	4,736	3,436	2,853	8,870	4,787	13,093	8,460	\$ 81,979
Multi Use Water	48,330	45,525	48,292	47,092	47,430	47,704	48,522	52,242	54,139	52,519	51,252	48,805	50,937	\$ 642,789
Residential Base Water	115,208	115,614	115,799	115,778	115,705	118,096	118,075	118,081	118,029	118,359	118,567	118,891	118,979	\$ 1,525,180
Residential Water	155,030	340,311	617,939	376,263	314,945	351,055	165,812	129,095	127,495	135,963	168,779	271,360	306,364	\$ 3,460,411
Irrigation Water	44,759	66,017	154,297	95,339	94,449	104,500	94,394	29,766	24,522	31,908	50,628	61,039	73,636	\$ 925,254
TOTALS	\$ 411,655	\$ 620,510	\$ 1,005,642	\$ 699,197	\$ 631,708	\$ 682,660	\$ 478,209	\$ 373,421	\$ 367,384	\$ 390,902	\$ 442,259	\$ 559,027	\$ 605,667	\$ 7,268,240

Bee Cave South	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
	6/01-6/29	6/30-7/28	7/29-8/29	8/30-9/28	9/29-10/28	10/29-11/29	11/30-12/30	12/31-1/30	1/31-2/28	3/1-3/29	3/30-4/28	4/29-5/30	5/31-6/29	
Commercial Water	\$ 25,769	\$ 28,011	\$ 27,478	\$ 30,519	\$ 23,134	\$ 21,207	\$ 18,828	\$ 21,375	\$ 22,503	\$ 22,795	\$ 25,138	\$ 26,373	\$ 32,232	\$ 325,361
Commercial Base Water	6,111	6,039	6,021	6,071	6,156	6,239	6,747	6,872	6,965	7,026	6,972	6,972	6,972	\$ 85,219
Fire Hydrant Water	1,584	5,847	6,517	4,565	8,993	4,724	3,599	3,163	3,083	1,365	932	1,254	2,215	\$ 47,840
Residential Base Water	74,273	74,341	74,393	74,576	74,730	75,075	75,038	75,002	74,995	74,948	74,968	75,013	75,266	\$ 972,618
Residential Water	88,329	203,458	144,325	95,280	103,287	90,187	62,996	63,243	62,596	67,904	88,508	118,857	163,190.48	\$ 1,188,970
TOTALS	\$ 196,066	\$ 317,695	\$ 258,735	\$ 211,011	\$ 216,299	\$ 197,432	\$ 167,208	\$ 169,655	\$ 170,143	\$ 174,038	\$ 196,573	\$ 228,469	\$ 116,685	\$ 2,620,008

Homestead / Meadow Fox	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
	5/20-6/20	6/21-7/20	7/21-8/18	8/19-9/19	9/20-10/19	10/20-11/18	11/19-12/19	12/20-1/19	1/20-2/17	2/18-3/20	3/21-4/19	4/20-5-18	5/19-6/19	
Residential Base Water	\$ 6,756	\$ 6,759	\$ 6,744	\$ 6,754	\$ 6,753	\$ 6,819	\$ 6,819	\$ 6,862	\$ 6,751	\$ 6,916	\$ 6,915	\$ 6,913	\$ 6,923	\$ 88,684
Residential Water	5,399	12,693	16,580	18,145	9,222	8,553	6,889	8,121	5,054	5,933	10,417	10,379	9,614	\$ 126,998
TOTALS	\$ 12,156	\$ 19,452	\$ 23,324	\$ 24,900	\$ 15,975	\$ 15,372	\$ 13,707	\$ 14,983	\$ 11,805	\$ 12,849	\$ 17,331	\$ 17,292	\$ 16,537	\$ 215,682

290 / HPR	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
	5/24-6/22	6/23-7/22	7/23-8/22	8/23-9/23	9/24-10/21	10/22-11/22	11/23-12/21	12/22-1/20	1/21-2/21	2/22-3/22	3/23-4/21	4/22-5/22	5/23-6/21	
Commercial Water	\$ 4,352	\$ 5,265	\$ 5,421	\$ 5,740	\$ 4,305	\$ 4,122	\$ 3,895	\$ 3,594	\$ 3,618	\$ 4,470	\$ 4,505	\$ 4,402	\$ 5,283	\$ 58,975
Commercial Base Water	1,828	1,828	1,828	1,828	1,828	1,857	1,988	2,349	2,349	2,349	2,295	2,295	2,295	\$ 26,919
Fire Hydrant Water	11,585	417	621	536	654	531	60	985	3,177	2,459	4,844	13,084	11,901	\$ 50,854
Residential Base Water	104,224	104,745	105,454	106,338	107,082	109,829	110,046	110,315	110,710	111,080	112,022.26	112,597	113,150	\$ 1,305,569
Residential Water	133,369	386,986	336,481	203,183	229,418	189,654	117,070	95,894	105,367	119,606	168,533	263,441	265,167	\$ 2,614,168
Irrigation Water	39,372	31,942	53,003	31,365	35,794	20,671	10,929	4,181	4,022	8,694	6,065	13,488	42,958	\$ 302,483
TOTALS	\$ 294,729	\$ 531,183	\$ 502,810	\$ 348,991	\$ 379,082	\$ 326,664	\$ 243,988	\$ 217,318	\$ 229,244	\$ 248,658	\$ 186,242	\$ 409,306	\$ 440,753	\$ 4,358,968

GRAND TOTALS	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Commercial Water	\$ 56,373	\$ 63,658	\$ 75,033	\$ 72,372	\$ 56,105	\$ 55,128	\$ 47,743	\$ 44,112	\$ 44,567	\$ 48,488	\$ 55,818	\$ 54,543	\$ 62,581	\$ 736,521
Commercial Base Water	28,894	28,846	\$ 28,934	\$ 29,002	\$ 29,108	\$ 29,656	\$ 30,386	\$ 30,881	\$ 31,215	\$ 31,434	\$ 31,392	\$ 31,338	\$ 31,493	\$ 392,580
Fire Hydrant Water	14,290	7,945	\$ 13,235	\$ 12,610	\$ 19,036	\$ 15,201	\$ 8,395	\$ 7,583	\$ 9,113	\$ 12,694	\$ 10,564	\$ 27,431	\$ 22,576	\$ 180,673
Multi Use Water	226,827	224,610	\$ 228,139	\$ 228,007	\$ 229,241	\$ 232,608	\$ 233,605	\$ 237,558	\$ 239,844	\$ 238,547	\$ 126,220	\$ 236,415	\$ 239,352	\$ 2,920,975
Residential Base Water	300,461	301,458	302,390	303,446	304,269	309,819	309,978	310,260	310,485	311,304	200,450	\$ 501,188	\$ 384,146	\$ 4,149,653
Residential Water	382,128	943,447	1,115,326	692,871	656,872	639,449	352,767	296,353	300,512	329,405	436,236	\$ 513,316	\$ 466,006	\$ 7,124,690
Irrigation Water	339,488	597,200	\$ 657,107	\$ 444,330	\$ 473,530	\$ 431,164	\$ 338,381	\$ 247,083	\$ 253,767	\$ 280,567	\$ 236,870	\$ 470,345	\$ 514,389	\$ 5,284,222
TOTALS	\$ 1,348,461	\$ 2,167,165	\$ 2,420,165	\$ 1,782,638	\$ 1,768,162	\$ 1,713,025	\$ 1,321,255	\$ 1,173,830	\$ 1,189,503	\$ 1,252,440	\$ 1,097,551	\$ 1,834,576	\$ 1,720,543	\$ 20,789,314

FYE 2016 Budgeted Revenues

Retail Water	\$ 11,008,034
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**Summary of Retail Billed Revenues
Wastewater Utility**

Bee Cave District	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Commercial Sewer	\$ 53,369	\$ 57,038	\$ 64,401	\$ 63,944	\$ 58,168	\$ 57,210	\$ 54,686	\$ 48,602	\$ 51,429	\$ 47,045	\$ 58,628	\$ 55,186	\$ 56,944	\$ 726,650
Multi Use Sewer	\$ 61,369	\$ 58,296	\$ 61,228	\$ 59,997	\$ 60,334	\$ 60,632	\$ 61,502	\$ 63,896	\$ 66,645	\$ 64,756	\$ 62,614	\$ 61,776	\$ 64,003	\$ 807,048
Grinder Surcharge	\$ 1,000	\$ 1,000	\$ 1,002	\$ 1,000	\$ 998	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 974	\$ 12,973
Residential Sewer	\$ 173,309	\$ 183,600	\$ 188,462	\$ 184,520	\$ 181,252	\$ 204,828	\$ 192,919	\$ 187,033	\$ 186,123	\$ 185,573	\$ 273,737	\$ 205,609	\$ 204,646	\$ 2,551,612
TOTALS	\$ 289,047	\$ 299,934	\$ 315,092	\$ 309,460	\$ 300,753	\$ 323,670	\$ 310,107	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 4,098,282

FYE 2016 Budgeted Revenues

Retail Wastewater	\$ 2,791,104
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Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
(477-Reg, Pen & Drainage)

	June	July	August	September	October	November	December	January	February	March	April	May	June
Bee Cave	38,819	40,033	41,440	27,870	17,990	18,829	7,457	5,764	4,819	14,062	11,353	10,504	15,537
Bee Cave South	1,508	1,751	4,087	4,470	2,878	2,231	2,118	2,286	2,161	2,015	2,001	1,297	2,162
Homestead / Meadow Fox	4,289	4,324	4,338	4,686	4,586	4,334	4,509	4,490	4,230	4,373	4,212	4,295	4,476
290 / HPR	6,381	4,920	9,089	12,081	7,548	8,141	5,892	13,445	3,061	6,149	4,970	4,406	6,193
TOTALS	\$ 50,998	\$ 51,029	\$ 58,955	\$ 49,107	\$ 33,002	\$ 33,535	\$ 19,975	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368

FYE 2016 Budgeted Revenues

Other Fees	\$ 646,084
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Summary of Retail Billed Revenues NON PUA Revenue

Hays MUD 4	June	July	August	September	October	November	December	January	February	March	April	May	June
Sewer	8,276	8,627	8,686	8,505	8,334	8,224	7,528	7,391	7,709	7,692	8,093	8,193	8,552
TOTALS	\$ 8,276	\$ 8,627	\$ 8,686	\$ 8,505	\$ 8,334	\$ 8,224	\$ 7,528	\$ 7,391	\$ 7,709	\$ 7,692	\$ 8,093	\$ 8,193	\$ 8,552

TC MUD 16	June	July	August	September	October	November	December	January	February	March	April	May	June
Sewer	21,723	22,865	23,433	23,123	23,447	23,605	22,285	21,088	21,170	22,801	24,106	24,723	24,740
TOTALS	\$ 21,723	\$ 22,865	\$ 23,433	\$ 23,123	\$ 23,447	\$ 23,605	\$ 22,285	\$ 21,088	\$ 21,170	\$ 22,801	\$ 24,106	\$ 24,723	\$ 24,740



Summary of Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	June 6/15-7/15	July 7/15-8/15	August 8/15-9/15	September 9/15-10/15	October 10/15-11/15	November 11/15-12/15	December 12/16-1/15	January 1/16-2/15	February 2/15-3/15	March 3/15-4/15	April 4/16-5/15	May 5/15-6/15	June 6/16-7/15
Barton Creek West	\$ 36,689	\$ 44,401	\$ 34,793	\$ 56,005	\$ 31,589	\$ 22,720	\$ 19,738	\$ 20,803	\$ 20,656	\$ 25,572	\$ 32,282	\$ 31,685	\$ 37,409
City of Dripping Springs (Headwaters)	8,087	8,556	9,748	8,771	18,017	16,427	15,842	17,033	16,780	17,234	17,600	\$ 20,490	\$ 21,504
Crystal Mountain HOA	6,999	6,269	5,557	5,443	5,121	4,152	3,864	3,789	3,686	3,761	3,617	\$ 5,073	\$ 5,899
Deer Creek Ranch	18,447	18,970	16,615	15,325	15,909	14,036	14,144	14,563	13,952	15,253	16,399	\$ 16,872	\$ 18,257
Dripping Springs WSC	52,910	53,637	42,644	42,910	51,905	47,774	41,292	43,590	29,521	41,576	53,360	\$ 48,138	\$ 54,200
Eanes ISD	2,189	2,376	1,650	2,435	1,979	1,306	1,158	1,214	1,184	1,327	1,760	\$ 1,497	\$ 1,354
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Hays WCID 1	53,693	63,897	41,320	44,591	41,334	34,663	22,681	13,134	42,511	35,462	45,303	\$ 41,021	\$ 50,036
Hays WCID 2	36,817	39,794	34,522	33,334	36,853	29,714	27,036	44,216	27,722	32,636	37,715	\$ 39,835	\$ 44,667
Hudson	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Lazy Nine 1A	27,479	32,616	24,708	25,920	29,328	22,002	20,773	21,747	22,640	25,476	28,410	\$ 28,903	\$ 29,987
Masonwood	11,935	13,581	11,790	11,999	10,924	9,245	8,899	9,462	8,771	9,576	10,966	\$ 12,547	\$ 12,978
Reunion Ranch	16,357	15,601	13,399	13,928	9,525	11,712	9,433	10,026	9,881	11,654	14,891	\$ 15,212	\$ 18,403
Senna Hills	24,779	25,886	21,343	20,371	17,497	12,423	11,731	12,439	14,286	15,794	18,919	\$ 18,320	\$ 20,700
Travis County MUD 12	44,217	47,024	45,477	41,428	47,822	33,892	33,778	50,919	49,414	49,208	52,234	\$ 54,396	\$ 55,278
TOTALS	\$ 340,597	\$ 372,607	\$ 303,567	\$ 322,458	\$ 317,804	\$ 260,066	\$ 230,371	\$ 262,935	\$ 261,004	\$ 284,528	\$ 333,456	\$ 333,989	\$ 370,672

FYE 2016 Budgeted Revenues

Wholesale Water

Wholesale Wastewater

Revenue	June	July	August	September	October	November	December	January	February	March	April	May	June
Masonwood Wastewater	\$ 12,483	\$ 12,282	\$ 11,790	\$ 12,886	\$ 17,642	\$ 17,260	\$ 17,589	\$ 18,834	\$ 18,307	\$ 18,994	\$ 19,690	\$ 21,775	\$ 20,629
WCID 17 Wastewater	24,082	24,307	24,849	27,600	31,210	29,764	29,764	29,764	29,764	29,764	18,659	\$ 32,137	\$ 30,227
TOTALS	\$ 36,565	\$ 36,589	\$ 36,638	\$ 40,485	\$ 48,852	\$ 47,024	\$ 47,352	\$ 48,597	\$ 48,070	\$ 48,758	\$ 38,349	\$ 53,912	\$ 50,856

FYE 2016 Budgeted Revenues

Wholesale Wastewater

Effluent/Raw Water/Raw Water Deliver

Revenue	June	July	August	September	October	November	December	January	February	March	April	May	June
Brinker Texas (Chilis) Effluent	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
CCNG Effluent / Raw	-	9,885	17,398	11,479	-	-	-	-	-	-	-	\$ 41,717	\$ 35,064
Connel Falconhead Apts	-	3,580	8,224	2,022	2,022	-	-	-	-	-	-	\$ 4,870	\$ 4,028
Falconhead HOA (Spillman) Effluent	-	4,842	8,146	6,042	-	-	-	-	-	-	-	\$ 5,799	\$ 7,332
Fire Phoenix (Falconhead Golf) Effluent	-	95,083	26,683	28,181	9,737	-	-	-	-	-	-	\$ 17,826	\$ 29,386
First Star Bank Effluent	-	103	41	33	-	-	-	-	-	-	-	\$ -	\$ 25
Lake Travis ISD Effluent / Raw	1,237	982	1,607	1,451	238	16	82	\$ 1,500	855	271	1,278	\$ 653	\$ 271
WTCMUD3 Raw Water Delivery Charge	1,260	1,915	-	1,343	1,357	604	-	-	-	264	2,031	\$ -	\$ 1,375
Embrey Partners	-	1,114	1,582	1,122	-	-	-	-	-	-	-	\$ 789	\$ 1,060
Ash Creek Homes	-	1,570	1,870	3,083	1,212	-	-	-	-	-	-	\$ 1,739	\$ 1,233
Lakeway Dermatology	-	185	263	230	-	-	-	-	-	-	-	\$ 210	\$ 267
TOTALS	\$ 2,497	\$ 119,258	\$ 65,815	\$ 54,985	\$ 14,566	\$ 620	\$ 82	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042

FYE 2016 Budgeted Revenues

Effluent/Raw Water

TOTAL	\$ 379,659	\$ 528,454	\$ 406,020	\$ 417,928	\$ 381,222	\$ 307,710	\$ 277,805	\$ 313,032	\$ 309,929	\$ 333,821	\$ 375,114	\$ 461,503	\$ 501,570
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FYE 2016 Budgeted Revenues

TOTAL Wholesale/Effluent	\$ -
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Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Retail Water	\$ 1,348,461	\$ 2,167,165	\$ 2,420,165	\$ 1,782,638	\$ 1,768,162	\$ 1,713,025	\$ 1,321,255	\$ 1,173,830	\$ 1,189,503	\$ 1,252,440	\$ 1,097,551	\$ 1,834,576	\$ 1,720,543	\$ 20,789,314
Wholesale Water	340,597	372,607	303,567	322,458	317,804	260,066	230,371	262,935	261,004	284,528	333,456	333,989	370,672	\$ 3,994,053
TOTALS	\$ 1,689,058	\$ 2,539,773	\$ 2,723,732	\$ 2,105,096	\$ 2,085,966	\$ 1,973,091	\$ 1,551,626	\$ 1,436,765	\$ 1,450,507	\$ 1,536,968	\$ 1,431,006	\$ 2,168,565	\$ 2,091,215	\$ 24,783,367

Wastewater Utility	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Retail Wastewater	\$ 289,047	\$ 299,934	\$ 315,092	\$ 309,460	\$ 300,753	\$ 323,670	\$ 310,107	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 326,567	\$ 4,098,282
Wholesale Wastewater	36,565	36,589	36,638	40,485	48,852	47,024	47,352	48,597	48,070	48,758	38,349	53,912	50,856	\$ 582,048
TOTALS	\$ 325,612	\$ 336,523	\$ 351,731	\$ 349,946	\$ 349,605	\$ 370,694	\$ 357,459	\$ 349,128	\$ 353,268	\$ 347,132	\$ 434,328	\$ 377,482	\$ 377,423	\$ 4,680,330

Other	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Other Fees - Retail	\$ 50,998	\$ 51,029	\$ 58,955	\$ 49,107	\$ 33,002	\$ 33,535	\$ 19,975	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 28,368	\$ 434,863
Raw Water/Effluent	\$ 2,497	\$ 119,258	\$ 65,815	\$ 54,985	\$ 119,258	\$ 620	\$ 82	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 80,042	\$ 522,358
TOTALS	\$ 53,495	\$ 170,287	\$ 124,769	\$ 104,092	\$ 152,260	\$ 34,155	\$ 20,058	\$ 27,485	\$ 15,125	\$ 27,134	\$ 25,846	\$ 94,105	\$ 108,410	\$ 957,221

TOTAL	\$ 2,068,165	\$ 3,046,582	\$ 3,200,232	\$ 2,559,133	\$ 2,587,830	\$ 2,377,940	\$ 1,929,142	\$ 1,813,378	\$ 1,818,900	\$ 1,911,234	\$ 1,891,180	\$ 2,640,152	\$ 2,577,048	\$ 30,420,917
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FYE 2016 Budgeted Re	\$ 17,481,472
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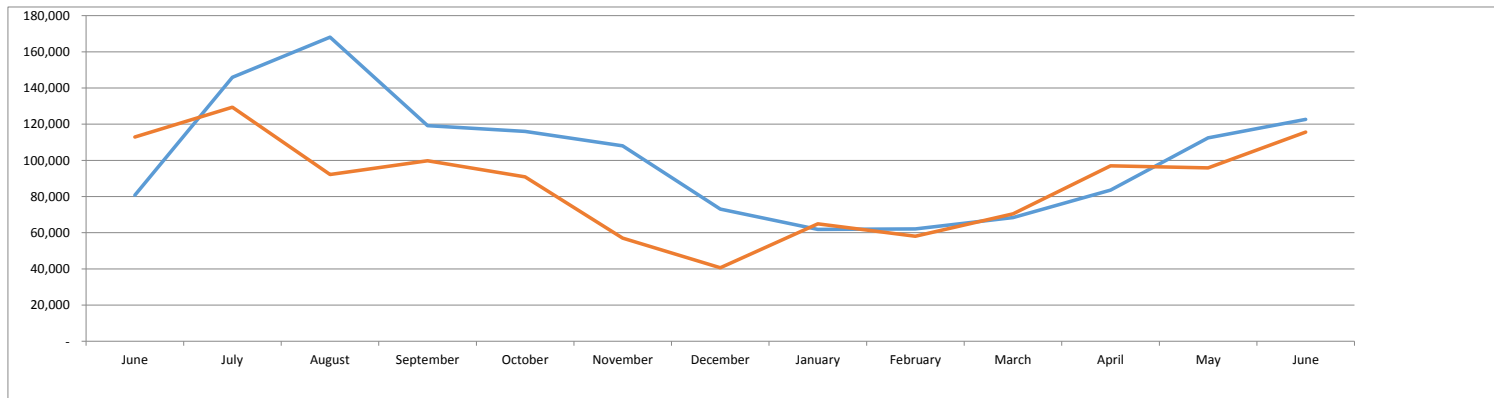
**Summary of Total Billed Consumption (1,000 Gallons)
Water Utility**

	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Bee Cave	35,279	59,049	90,062	63,674	57,535	59,693	39,063	30,557	29,943	32,448	37,813	50,370	53,765	639,251
Bee Cave South	18,387	32,078	25,867	20,047	20,551	17,753	13,409	13,383	13,630	14,484	17,524	21,234	26,643	254,990
Homestead / Meadow Fox	1,040	1,998	2,225	1,936	1,498	1,346	1,090	1,171	896	1,010	1,394	1,587	1,559	18,750
HPR / 290	25,986	52,768	49,930	33,474	36,382	29,248	19,478	16,700	17,611	20,394	26,828	39,228	40,717	408,744
Total Retail	80,692	145,893	168,084	119,131	115,966	108,040	73,040	61,811	62,080	68,336	83,559	112,419	122,684	1,321,735

Wholesale Water	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Barton Creek West	11,484	14,780	10,674	19,739	9,166	5,486	4,249	4,690	4,592	6,670	9,454	9,206	11,581	121,772
City of Dripping Springs (H)	1	223	788	325	1,690	821	501	1,152	1,014	1,262	1,462	3,041	3,595	15,875
Crystal Mountain HOA	1,952	1,645	1,346	1,298	1,204	800	680	649	606	637	577	1,184	1,528	14,106
Deer Creek Ranch	5,766	6,055	4,754	4,041	4,755	3,613	3,679	3,934	3,562	4,355	5,054	5,342	6,187	61,097
Dripping Springs WSC	22,539	22,957	16,639	16,792	21,812	19,324	15,419	16,803	8,328	15,590	22,689	19,543	23,195	241,630
Eanes ISD	578	654	359	678	736	340	253	286	268	352	607	452	368	5,931
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	21,378	27,416	14,057	15,992	13,023	9,122	2,115	3,468	13,711	9,589	15,344	12,840	18,112	176,167
Hays WCID 2	12,776	14,394	11,529	10,883	9,966	6,228	4,826	13,821	5,185	7,758	10,417	11,527	14,057	133,367
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	9,313	12,183	7,765	8,442	8,908	4,673	3,963	4,526	5,042	6,681	8,377	8,662	9,289	97,824
Masonwood	7	8	5	5	3	2	2	3	2	3	3	4	5	52
Reunion Ranch	6,368	5,980	4,851	5,122	5,007	3,259	2,047	2,362	2,285	3,228	4,950	5,121	6,818	57,398
Senna Hills	9,759	10,418	7,714	7,135	5,902	2,770	2,343	2,780	3,920	4,851	6,780	6,410	7,879	78,661
Travis County MUD 12	10,970	12,641	11,720	9,310	8,660	608	542	10,450	9,580	9,461	11,210	12,460	12,970	120,582
Total Wholesale	112,891	129,354	92,201	99,762	90,832	57,046	40,619	64,924	58,095	70,437	96,924	95,792	115,584	1,124,462

System Summary	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Total Retail	80,692	145,893	168,084	119,131	115,966	108,040	73,040	61,811	62,080	68,336	83,559	112,419	122,684	1,321,735
Total Wholesale	112,891	129,354	92,201	99,762	90,832	57,046	40,619	64,924	58,095	70,437	96,924	95,792	115,584	1,124,462
TOTAL WATER	193,583	275,247	260,285	218,893	206,798	165,086	113,659	126,735	120,175	138,773	180,483	208,211	238,268	2,446,197

Retail Percent of Total	42%	53%	65%	54%	56%	65%	64%	49%	52%	49%	46%	54%	51%	54%
Wholesale Percent of Total	58%	47%	35%	46%	44%	35%	36%	51%	48%	51%	54%	46%	49%	46%





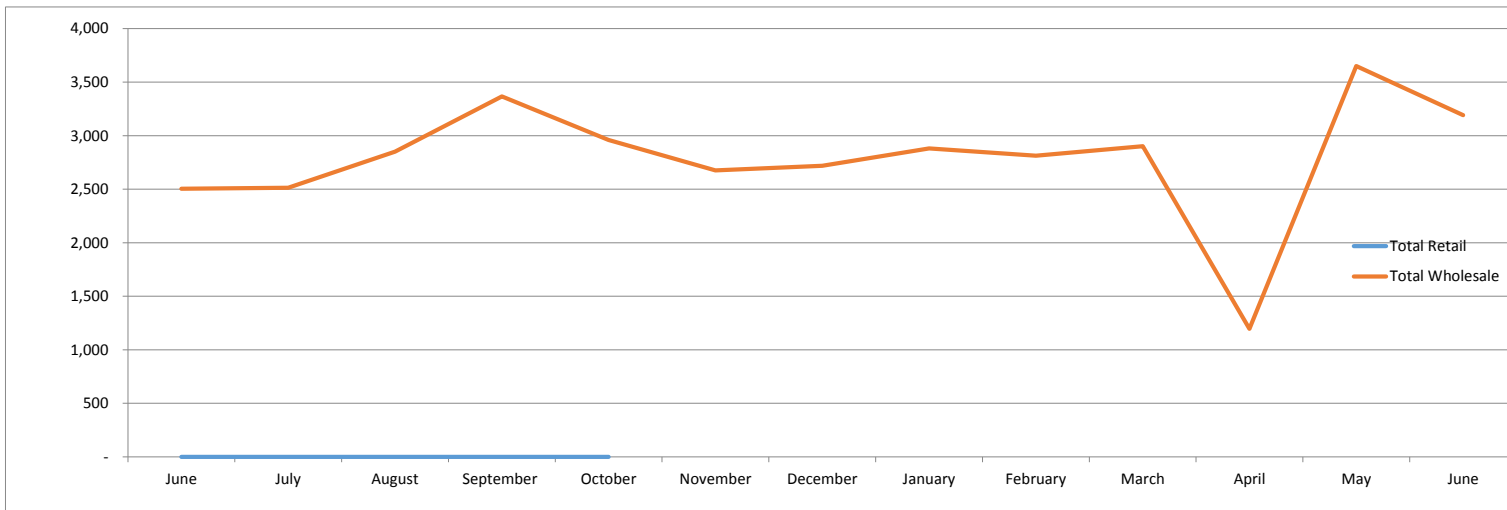
Summary of Total Billed Consumption (1,000 Gallons)
Wastewater

	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Bee Cave	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Wholesale Wastewater	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Masonwood Wastewater	524	483	701	606	719	669	712	875	806	896	987	1,260	1,110	10,348
WCID 17 Wastewater	1,980	2,030	2,150	2,760	2,240	2,006	2,006	2,006	2,006	2,006	209	2,390	2,081	25,870
TOTALS	2,504	2,513	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	36,218

System Summary	June	July	August	September	October	November	December	January	February	March	April	May	June	12 Month Total
Total Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wholesale	2,504	2,513	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	36,218
TOTAL WASTEWATER	2,504	2,513	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	3,191	36,218

Retail Percent of Total	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wholesale Percent of Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

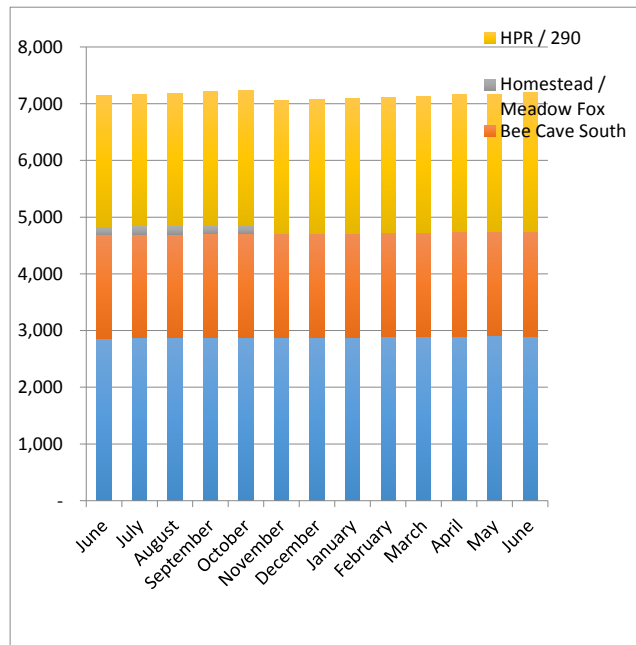




Summary of Total Retail Customer Count Water

Meters	June	July	August	September	October	November	December	January	February	March	April	May	June
Bee Cave	2,859	2,871	2,873	2,875	2,876	2,872	2,874	2,879	2,890	2,894	2,902	2,905	2,904
Bee Cave South	1,830	1,828	1,829	1,836	1,840	1,832	1,833	1,839	1,839	1,836	1,839	1,843	1,846
Homestead / Meadow Fox	154	153	154	154	154	154	154	155	156	156	156	156	155
HPR / 290	2,296	2,310	2,325	2,347	2,354	2,356	2,364	2,369	2,382	2,396	2,417	2,423	2,442
TOTALS	7,139	7,162	7,181	7,212	7,224	7,214	7,225	7,242	7,267	7,282	7,314	7,327	7,347

Customer Growth	16	23	19	31	12	(10)	11	17	25	15	32	13	20
Monthly Growth Rate	0.22%	0.32%	0.27%	0.43%	0.17%	-0.14%	0.15%	0.24%	0.35%	0.21%	0.44%	0.18%	0.27%
Annual Growth	257	251	236	257	227	220	219	230	244	234	251	264	244
Annual Growth Rate	4%	4%	3%	4%	3%	3%	3%	3%	3%	3%	4%	4%	3%

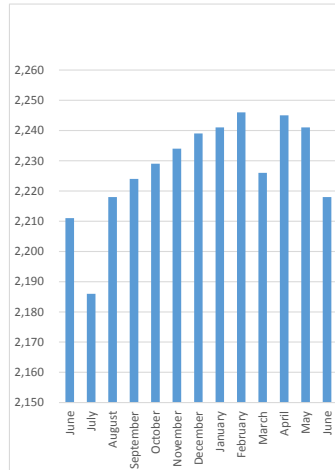




Summary of Total Retail Customer Count
Wastewater

Meters	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	Annual Growth Rate
Wastewater Customers	2,202	2,200	2,180	2,173	2,211	2,186	2,218	2,224	2,229	2,234	2,239	2,241	2,246	2,226	2,245	2,241	2,218	3%

Customer Growth	(1)	(2)	(20)	(7)	38	(25)	32	6	5	5	5	2	5	(20)	19	(4)	(23)
Monthly Growth Rate	-0.05%	-0.09%	-0.91%	-0.32%	1.75%	-1.13%	1.46%	0.27%	0.22%	0.22%	0.22%	0.09%	0.22%	-0.89%	0.85%	-0.18%	-1.03%
Annual Growth	117	111	67	20	33	24	49	52	42	56	49	55	43	24	45	61	45
Annual Growth Rate	6%	5%	3%	1%	2%	1%	2%	2%	2%	3%	2%	2%	2%	1%	2%	3%	2%

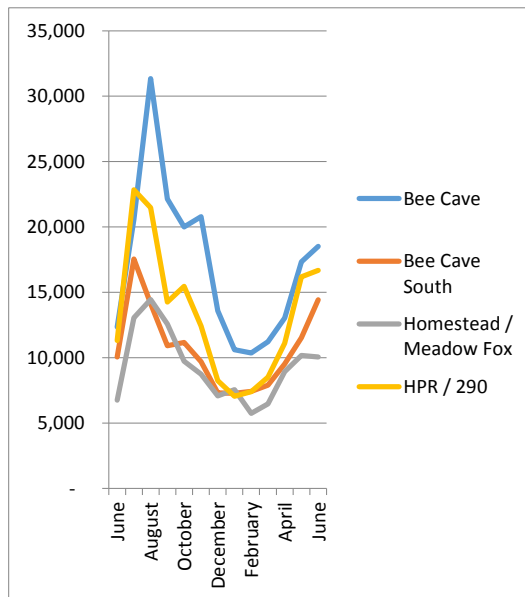




Retail Customer Average Use Analysis
Average Water Usage per Connection, per Month (Gallons)

	June	July	August	September	October	November	December	January	February	March	April	May	June
Bee Cave	12,340	20,567	31,348	22,147	20,005	20,784	13,592	10,614	10,361	11,212	13,030	17,339	18,514
Bee Cave South	10,048	17,548	14,143	10,919	11,169	9,691	7,315	7,277	7,412	7,889	9,529	11,521	14,433
Homestead / Meadow Fox	6,753	13,059	14,448	12,571	9,727	8,740	7,078	7,555	5,744	6,474	8,936	10,173	10,058
HPR / 290	11,318	22,843	21,475	14,262	15,455	12,414	8,239	7,049	7,393	8,512	11,100	16,190	16,674
System Wide Average	11,303	20,370	23,407	16,518	16,053	14,976	10,109	8,535	8,543	9,384	11,425	15,343	16,699

12-Month Average	14,474	14,434	14,397	14,357	14,322	14,287	14,254	14,218	14,181	14,146	14,108	14,074	14,041
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Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing

Customer Contacts	June	July	August	September	October	November	December	January	February	March	April	May	June
Date of	7/1-7/31	08/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31
Calls	863	935	862	1,080	803	759	853	602	666	680	678	804	692
Emails	141	125	270	167	141	84	116	128	174	162	178	109	63
In Office	263	292	314	363	269	295	179	279	295	273	254	248	245
TOTALS	1,267	1,352	1,446	1,610	1,213	1,138	1,148	1,009	1,135	1,115	1,110	1,161	1,000

Payments	June	July	August	September	October	November	December	January	February	March	April	May	June
Date of Payments	7/1-7/31	08/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31
Mail	4,087	4,226	4,343	3,936	3,127	3,110	2,609	4,284	3,921	2,101	1,617	1,402	1,736
Walk In/Dropbox Payments	391	352	393	382	331	407	177	290	346	322	332	314	352
Online Payments Credit Cards	586	579	570	513	510	469	217	266	400	455	461	391	457
Online Payments Echeck	358	324	376	381	311	358	195	377	424	438	423	397	438
Unreceivables	-	-	-	-	-	-	-	-	-	1,806	1,830	1,513	1,977
TOTALS	5,422	5,481	5,682	5,212	4,279	4,344	3,198	5,217	5,091	5,122	4,663	4,017	4,960



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	186	32	71
Bee Cave South	26	7	22
Homestead / Meadow Fox	3	0	1
290 HPR	46	4	19
TOTAL	261	43	113

DOLLARS	31-60	61-90	91+
Bee Cave	61,886	11,483	74,814
Bee Cave South	1,420	1,334	9,140
Homestead / Meadow Fox	109	0	13,227
HPR / 290	2,215	2,074	7,958
TOTAL	65,630	14,891	105,140

Delinquent Letters	Date Sent	Total Del
Bee Cave	3-Jul	227
Bee Cave South	17-Jul	117
Homestead / Meadow Fox	10-Jul	14
290 HPR	12-Jul	142
TOTAL		500

Disconnects	Date	How Many
Bee Cave	18-Jul	17
Bee Cave South	1-Aug	6
Homestead / Meadow Fox	25-Jul	1
HPR / 290	25-Jul	12

Still Off
1
0
0
1

WORKING DRAFT

WTCPUA - Water Service Commitments Summary					
SH 71 System	Existing (LUEs)	Commitment (LUEs)		Calculated Peak Day (gpd)*	Commitment Type
Retail					
620 and 71	632	900		831,600	1
Belvedere	150	230		212,520	1, 2
Falconhead	403	885		817,740	1, 2
Homestead & Meadowfox	157	157		145,068	1, 2
Lake Pointe	943	1000		924,000	1
Masonwood West	0	700		646,800	2
Palisades	0	47		43,428	2
Rocky Creek (Travis MUD 16)	158	400		369,600	1, 2
Seven Oaks	200	200		184,800	2
Shops at the Galleria	68	500		462,000	1, 2
Spanish Oaks & Hwy 71	304	2000		1,848,000	1, 2
Uplands	240	245		226,380	1, 2
Wong	0	60		55,440	2
Wholesale					
Barton Creek West				965,952	4
Crystal Mountain				144,000	4
Deer Creek				576,000	4
EISD				42,900	4
Lazy Nine				2,080,000	4
Masonwood (Travis MUD 18)				538,272	4
Rough Hollow (Travis MUD 12)				2,073,600	4
Senna Hills				907,000	4
SUB-TOTAL				14,095,100	

WORKING DRAFT

US 290 System	Existing (LUEs)	Commitment (LUEs)		Calculated Peak Day (gpd)*	Commitment Type
Retail					
290	256	314		290,136	1
1826	52	150		138,600	1
Bear Creek	102	250		231,000	1
Creeks of Driftwood	14	16		14,784	2
Fitzhugh	147	400		369,600	1
Highpointe (Hays MUD 5)	563	800		739,200	1, 2
Kemp/Zyle	284	350		323,400	1
Ledgestone (Bush Ranch) Hays MUD 4	173	200		184,800	1, 2
Live Oak Springs	0	86		79,464	1, 2
Parten Ranch	0	480		443,520	2
Polo/Nutty Brown	329	450		415,800	1, 2
Rim Rock	219	300		277,200	1, 2
Rutherford West	21	75		69,300	1, 2
Sunset Canyon North	223	223		206,052	1
Sunset Canyon South	219	325		300,300	1
Vistas	294	500		462,000	1
LUE Reservations					
Cedar Valley Investments		25		23,100	3
Driftwood MMD		236		218,064	3
Dripping Springs ISD		64		59,136	3
Dripping Springs ISD		96		88,704	3
Graham Mortgage		233		215,292	3
Linda Fluke (Luckie)		15		13,860	3
Polo Club/Rooster Springs		256		236,544	2, 3
Sawyer 290 Crossing (Shops at Highpointe)		30		27,720	3
Vista Ranch (Blue Blazes)		85		78,540	2, 3

WORKING DRAFT

Wholesale			
Belterra (Hays WCID 1)		1,221,120	4
Belterra (Hays WCID 2)		1,166,170	4
City of Dripping Springs		1,612,800	4
City of Dripping Springs (Headwaters)**		935,088	4
Dripping Springs WSC		1,000,000	4
Reunion Ranch (Reunion Ranch WCID)		553,000	4
SUB-TOTAL		11,994,294	
GRAND TOTAL		26,089,394	
<p>* - Calculated using the current unit usage of 924 gpd/LUE where not specified by contract</p> <p>** - Based on raw water contract</p> <p>Commitments:</p> <ul style="list-style-type: none"> 1 - Existing platted subdivision 2 - NSSA and/or UFCCA 3 - LUE Reservation 4 - Wholesale contract 			

VI. OLD BUSINESS

ITEM C



**West Travis County Public Utility Agency
Memorandum**

TO: WTCPUA Staff

FROM: Robert Pugh, General Manager

CC:

SUBJECT: Bulk Water Station Considerations

DATE: August 7, 2017

The PUA currently has 35 hydrant meters that are loaned out for four months at a time for users to obtain water for primarily construction activities. Users are required to pay a \$2000 security deposit when obtaining a meter. Staff has advised we bill these customers for usage at our standard volumetric rate, including base fees.

A question has arisen whether we should build bulk water station(s) to try and capture sales for bulk water providers serving the Dripping Springs area. Staff has advised that DSWSC is selling approximately 2.3 million gallons of bulk water a year.

Below are suggested factors in considering development of Bulk Water Sales Station(s):

1. How much water are we selling through our hydrant meter program, volume and \$.
2. What are our current operating costs with our hydrant meter program.
3. Do we currently have any bulk water hauler customers (No, per staff).
4. Does DSWSC have a bulk water rate (Yes, \$10.00/1000 gallons, per staff). How does that rate compare to our:
 - a. Retail increasing block volumetric rate in our hydrant meter program.
 - b. Our wholesale rate to DSWSC.
5. Is the water DSWSC is selling to bulk haulers water re-sold from water supplied from our wholesale agreement, or their ground water supplies, or a combination of both. If they are reselling our water, see Questions 4 a) and b) above.
6. What would be the design, construction and operating costs of bulk water station(s).
7. How many bulk water customers could we obtain, including annual sales. Would we be able to compete with DSWSC.
8. Would a new bulk rate on our part require a cost of service analysis as part of an overall rate study.

Thank you for your consideration. Please contact me with any questions.

VII. NEW BUSINESS

ITEM C

MURFEE ENGINEERING COMPANY, INC.

Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., South
Building D, Suite 110
Austin, Texas 78746
(512) 327-9204 FAX (512) 327-2947

M E M O R A N D U M

DATE: August 10th, 2017

TO: BOARD OF DIRECTORS – WTCPUA

FROM: Dennis Lozano, P.E.

RE: Amendments to Work Authorizations for MEC Tasks

CC: Robert Pugh, P.E. – WTCPUA General Manager
George Murfee, P.E.

Pursuant to the Board direction to implement additional financial controls and transparency in accordance with the Board's adopted policies, I have been working with Mr. Pugh and the Finance Subcommittee to format invoices to include additional requested information and otherwise ensure that the engineering services provided to the Board comply with the current procurement policy adopted by the Board in December 2016. As a result of this effort and for your review, the attached summary of current Murfee Engineering Work Authorizations is provided.

The purpose of this memorandum is to provide the attached information and to request amendments to the work authorizations to change them from time and materials with an estimated fee to a not to exceed format. In order to do so, four of the current work authorizations require amendment to the estimated fees to bring them in line with the current scope and/or efforts required to complete the work. While in the vast majority of cases we have been able to complete tasks at or below the estimated fees, in the cases of the four amendments solicited, the work required to complete the task has exceeded the estimated fee or efforts were required that were not included in the scope for the fee estimates. The following sections provide detail for each amendment for your reference.

Texas Land Application Permit (TLAP) Major Amendment Application

The original estimated fee for this task contemplated completion of an application package and response to comments to achieve technical completeness based on inclusion of only the drip dispersal area in the Falconhead West Primitive Park. During the period between completion of the application package and issuance of the permit renewal, the TCEQ completed a major revision of the application forms and required

information for a municipal wastewater permit application. MEC also received numerous directives from the previous General Manager to evaluate the TLAP potential of several tracts that were the subject of negotiations or discussion with various parties, including the 17-acre tract owned by the WTCPUA, Bee Cave Central Park, the Field of Dreams, the Uplands Tract, the 126-acre tract, and other areas within WTCMUD No. 6. Additionally, the Board directed MEC to update the application to include the proposed Beneficial Water Recycling facility, which does not have a precedent and has proven to be technically and administratively challenging. Based on these additional efforts, the requested not to exceed amount for this task is \$150,000.00 as indicated in the attached.

1340 Waterline Additional Services

At the time that the work authorization for the 1340 Waterline was granted, it was unknown whether MEC, the WTCPUA, or a third party would be responsible for acquisition of the required easements for the project, which included temporary construction easements and permanent easements on 22 properties as well as additional processing of partial vacations for existing easements dating back to the Hill Country Water Supply Corporation. As the project unfolded, MEC was asked to and assumed responsibility for the identification, surveying, landowner contact and negotiations, review, execution coordination, and recording of the required easements. The efforts were tracked separately from the scoped tasks for the project because easement related efforts were not considered for the estimated fees and specifically excluded from the identified scope. The proposed not to exceed amount of \$165,000 represents the efforts that have been required to date and a small amount (approximately \$6,000) to complete the work.

SH71 1280 Elevated Storage Tank Construction Administration

This task is a case in which the efforts required exceeded what was expected for the project and several specific reasons underlie the overage.

- The site work subcontractor (Keystone Construction) required significantly more oversight than what was expected and the General Contractor being located out of state somewhat hampered their efforts to manage the subcontractor. Numerous follow-ups and reinspections were required on issues throughout construction.
- A two-month work stoppage related to the Federal Aviation Administration (FAA) authorization for the project required additional administrative processing and coordination.
- Landowner contact and coordination proved to be a significant expense that was not expected.
- Warranty issues related to the fall arrest system required additional correspondence and inspections.
- The WTCPUA requested changes to the perimeter fence and access that required on-site meetings, plan review and direction, and additional coordination and start-up efforts.

The work is complete pending administrative processing of final acceptance and any warranty issues that arise, however Estimated Total to Finish of \$240,000 includes allowances for the expected effort.

Crystal Mountain EST Service Area Control Valve

Though the total overage on this project is relatively small, it represents a large percentage of the total effort, which is largely a function of the very small nature of the project. Additional efforts required beyond what was anticipated include evaluation of alternate control hardware at the request of the WTCPUA, some additional landowner coordination that was not anticipated, and a delay in start-up related to the limited WTCPUA resources available during start-up of the 1280 EST. The project is complete pending revegetation, and the revised estimated total is \$50,000.

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

PUA Provided Work			Original Estimated	Board Approval	Billed and Paid	Last Billed -	(Over) Under	Estimated Total to	
Order #	MEC Phase ID	Phase Description	Fees	Date	to Date	July work	Estimate	Finish	Amendment Needed
2-46250-0	11051-84	TLAP Major Amendment Application	51,000.00	9/18/2014	103,265.00	19,283.75	(71,548.75)	150,000.00	yes
07-76650-001	11051-86	Raw Water Transmission Main No. 2	559,960.00	10/16/2014	506,097.20	900.00	52,962.80		
04-46100-001	11051-89	1340 Water Line: Preparation/Approval of Plans & Specifications	246,000.00	8/20/2015	209,207.51	1,722.95	56,504.60		
04-46100-001	11051-89E	1340 Water Line: Additional Services			151,682.21	7,593.32	(159,275.53)	165,000.00	yes
04-46290-001	11051-78C	SH71 1280 Elevated Storage Tank - Construction Administration	158,000.00	10/6/2015	237,135.70	2,662.27	(81,797.97)	240,000.00	yes
3-28170-8	11051-95	Crystal Mountain EST Service Area Control Valve Design & Construction Admin.	38,775.00	2/18/2016	48,312.41	747.50	(10,284.91)	50,000.00	yes
2-46200	11051-100	Beneficial Water Recycling Facility Design and TCEQ Permitting	475,000.00	3/17/16	139,192.25	8,645.00	327,162.75		
3-28130	11051-101	1340 Elevated Storage Tank Design, Approval & Construction Administration	363,000.00	8/18/16	95,372.16	13,260.00	254,367.84		
0120172-46470	11051-102	Bee Cave 1080 Transmission Main Preliminary Engineering	103,500.00	10/26/16	42,595.00	21,380.00	39,525.00		
072017246490	11051-107	Bohls CCNG 12"Gravity Effluent Line	47,560.00	12/15/2016	43,446.66	5,588.22	(1,474.88)		
082017246516	11051-108	Raw Water Intake Upgrade & Rehabilitation	117,480.00	2/16/2017	51,843.23	25,328.75	40,308.02		
1-16503	11051-109	City of Austin Emergency Interconnect Engineering Support	92,000.00	4/20/2017	10,375.00	6,330.00	75,295.00		
3-28140-1	11051-110	SW Pkwy Exp Ground Storage Tank Design, Apprv, Const Adm	161,000.00	4/20/2017	24,756.44	17,945.00	118,298.56		
3-28190	11051-111	Bohls WWTP Exp Design, Approval, & Const Admin	481,000.00	5/18/2017	2,936.25	4,300.00	473,763.75		
1-16503	11051-112	Uplands WTP CT Study Revision	8,000.00	5/18/2017	1,727.42	4,200.00	2,072.58		
1-16503	11051-114	Raw Water Line Air Release Valve Vent - design and prep detail	2,500.00	6/14/2017	0.00	1,237.50	1,262.50		
4-76550	11051-116	RWL #2 - Design, Permitting, and Const Admin	350,708.00	6/14/2017	0.00	11,328.75	339,379.25		
1-16503	11051-113	Loop Line SH71 & US290 Systems	10,000.00	6/14/2017	6,186.25	3,573.75	240.00		
01-16312-001-01	11051-10	General Engineering Services				14,930.00			
1-16503	11051-104	Mapping - Fiscal Year Ended 9/30/17			28,417.50	7,351.25			

ITEM E

MAX-DAY USE

PLANNING FIGURES

Current Adopted Max-day/LUE = 924 gal/day

US 290 System	7354 LUEs	$\times 924 \text{ gal/day} = 6,795,096 \text{ (50.6\%)}$
SH 71 System	<u>7183 LUEs</u>	$\times 924 \text{ gal/day} = \underline{6,637,092} \text{ (49.4\%)}$
	14,537	13.43 MG

ACTUAL FIGURES

August 6, 2017 14.33 MG @ WTP

US 290 System	6.24 MG (43.5%)	848 gal/LUE
SH 71 System	<u>8.13 MG</u> (56.7%)	1,131 gal/LUE
	14.33 MG	

Conclusion:

Customers in the SH71 System use 33.4% more water per LUE than those counterparts in the US 290 System.

There is a 13.2% spread in total water use between our two systems, with the SH 71 System being higher in total max-day use.

There is a 1.20% spread in total water LUEs between our two systems, with the US 290 System being higher (slightly) in number.

WATER

290 System

Connections

Retail

Bee Cave South

1843

HPR 290

2423

Wholesale

DSWSC

1887 (1267)

Reunion Ranch

233

Hayes ^{WCID} ~~WCS~~ 1

868

Hayes ^{WCID} ~~WCS~~ 2

720

Total ~~B~~ 290 System

7974

(Adj. to include wells from DSWSC)

(620)

7354

71 System

Retail

Bee Cave

2905

Homestead/Meadow Fox

156

Wholesale

Genna Hills

490

Crystal Mountain HOA

51

Lazy Nine

624

Barton Creek West

411

TCMLD 18

355

Deer Creek

771

~~TCMLD~~ TCMLD 12

300* Est.

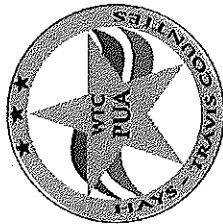
Total 71 System

6063

(Adj. to include commercial LUE's)

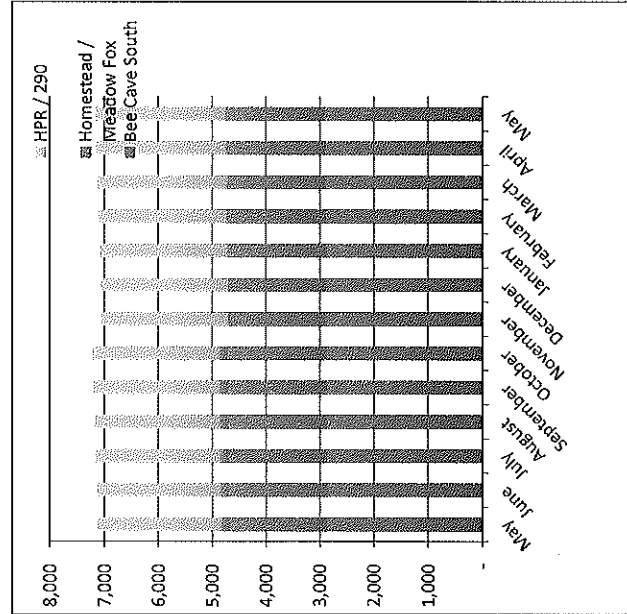
- 1000 1120

~~7063~~ LUE's
7163



Summary of Total Retail Customer Count Water

Meters	May	June	July	August	September	October	November	December	January	February	March	April	May
Bee Cave	2,858	2,859	2,871	2,873	2,875	2,876	2,872	2,874	2,879	2,890	2,894	2,902	2,905
Bee Cave South	1,827	1,830	1,828	1,829	1,836	1,840	1,832	1,833	1,839	1,839	1,836	1,839	1,843
Honestead / Meadow Fox	154	154	153	154	154	154	154	154	155	156	156	156	156
HPR / 290	2,284	2,296	2,310	2,325	2,347	2,354	2,356	2,364	2,369	2,382	2,396	2,417	2,423
TOTALS	7,123	7,139	7,162	7,181	7,212	7,224	7,214	7,225	7,242	7,267	7,282	7,314	7,327
Customer Growth	20	16	23	19	31	12	(10)	11	17	26	15	32	13
Monthly Growth Rate	0.28%	0.22%	0.32%	0.27%	0.43%	0.17%	-0.14%	0.15%	0.24%	0.35%	0.21%	0.44%	0.18%
Annual Growth	301	257	251	235	257	227	220	219	230	244	234	251	224
Annual Growth Rate	4%	4%	4%	3%	4%	3%	3%	3%	3%	3%	3%	4%	3%



Wholesale Customer Count 080817

Senna Hills MUD	490
Dripping Springs WSC	1887
Crystal Mountain HOA	51
Reunion Ranch	233
Lazy Nine	624
Barton Creek West	411
MUD 18	355
WCID 17	
Deer Creek	771
Hays 1	868
Hays 2	720
MUD 12	
Total	6410

ITEM F

August 10, 2017

Ms. Albright's Direct Line: (512) 322-5814
Email: salbright@lglawfirm.com

August 8, 2017

The Honorable Ken Paxton
Office of the Texas Attorney General
P.O. Box 12548
Austin, Texas 78711-2548
Attn: Opinion Committee
opinion.committee@oag.texas.gov

SENT VIA ELECTRONIC MAIL

RE: West Travis County Public Utility Agency Response to RQ-0171-KP

Dear General Paxton:

Our firm represents the West Travis County Public Utility Agency ("WTCPUA"), which is a regional water and wastewater utility providing service to customers in Northern Hays County and Western Travis County. The WTCPUA contracted with the Lower Colorado River Authority (the "LCRA") to acquire the West Travis County Water and Wastewater System, and transitioned operations of the system from the LCRA to the WTCPUA in March 2012.

The WTCPUA is a public utility agency¹ formed by a concurrent ordinance adopted by the City of Bee Cave, Hays County, and West Travis County Municipal Utility District No. 5. The WTCPUA was formed pursuant to Chapter 572 of the Texas Local Government Code, and is governed by a five-member Board of Directors appointed by the three forming entities. As a public utility agency, the WTCPUA is a "separate agency," a "political subdivision of this state," and a "political entity and corporate body."²

Travis County Municipal Utility District No. 22 ("TCMUD 22" or the "District")³ has been in negotiations with the WTCPUA for more than four years to obtain water service from the WTCPUA to the planned development within its boundaries. TCMUD 22 is located in Travis County off of Hamilton Pool Road, and plans to receive water service from the WTCPUA's Hamilton Pool Road Waterline (the "HPR Waterline"). The developer for the District initially requested up to 1,800 living unit equivalents ("LUEs") of water service to serve the development.

¹ TCMUD 22 incorrectly characterizes the WTCPUA as a "state agency". RQ-0171-KP at pgs. 3-4. Under the Texas Administrative Procedure Act, a "state agency" means a state officer, board, commission, or department with statewide jurisdiction that makes rules or determines contested cases. *See* TEX. GOV'T CODE ANN. §§ 2001.001 et. seq. Although a political subdivision, the WTCPUA does not have state-wide jurisdiction.

² TEX. LOC. GOV'T CODE § 572.052 (c)(1)-(3).

³

When TCMUD 22's request for 1,800 LUEs, a large project, was presented to the WTCPUA, the WTCPUA Board of Directors required that engineering modeling be done to determine the availability of capacity on the HPR Waterline. When the modeling was complete, it was determined that the WTCPUA could not provide the full amount of requested water service to the development due to capacity constraints on the HPR Waterline and the WTCPUA's existing service commitments. Given the finite nature of all water systems, and the tremendous growth being seen in the WTCPUA's planned service area, the WTCPUA looked to consider policies to manage its capacity, storage, distribution, and facilities to ensure that the WTCPUA could meet current and committed demand and avoid making future commitments that would exceed the capacity of any portion of the system. The WTCPUA approved Service and Development Policies (the "Policies") that sets out conditions that the WTCPUA places on new and existing customers in order to determine service levels for its planning purposes.⁴ The Policies are included as **Exhibit A**. In the extensive negotiations between the WTCPUA and the developer for TCMUD 22, compliance with the Policies was agreed to in the Nonstandard Service Agreement ("NSSA"), which was ultimately an agreement to serve 700 LUEs. After the NSSA was executed, the developer for TCMUD 22, and now TCMUD 22, have requested from the WTCPUA additional service capacity beyond the agreed-to 700 LUEs. This request for additional capacity has been denied by the WTCPUA due to a lack of capacity.

This NSSA is referenced in the request itself. The request states that "[i]n at least one instance, the WTCPUA has required an applicant for water service to execute a contract that contains impervious cover requirements."⁵ The applicant being referred to is Masonwood HP, Ltd, the developer for TCMUD 22. TCMUD 22 is not looking to interpret the WTCPUA's statutory authority, but rather is requesting an opinion to interpret the WTCPUA's policies or, rather, eliminate the Policies altogether, to allow the development within TCMUD 22 to obtain capacity beyond the 700 LUEs that the WTCPUA has determined is all that can be committed from the Hamilton Pool Road Waterline based on the engineering modeling performed.

A. The USFWS MOU Is Utilized For Capacity And Service Level Planning

The Policies include impervious cover assumptions that are used as service level and capacity planning tools. These service level determinations follow guidelines set out in the "Memorandum of Understanding" between the LCRA and the United State Fish and Wildlife Service ("USFWS"), dated May 24, 2000 (the "USFWS MOU"), or the TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348 ("OEMs"). The USFWS MOU was transferred to the WTCPUA from the LCRA in the transition of the West Travis County Water and Wastewater System, and applied to areas receiving water from the WTCPUA's Highway 290 transmission line at the time the Policies were adopted. Because service levels were being calculated in this portion of the service area, and LCRA had previously determined service levels on the Hamilton Pool Road Waterline for other existing developments, the WTCPUA determined

⁴ West Travis County Public Utility Agency Water and Sewer Service and Development Policies, Sec. A.4 (Pg. 1) (2016) (*hereinafter referred to as* "Policies").

⁵ Request Letter at 3.

that applying the USFWS and OEMs to the remaining service area would ensure consistent planning and service level determination throughout the majority of the WTCPUA's service area.

TCMUD 22 stated in its request that impervious cover requirements regulate both land use and water quality, citing the Texas Supreme Court case *Quick v. City of Austin*⁶. In the *Quick* case, the Petitioner was arguing that impervious cover limitations constituted land use regulations rather than water quality control measures, and that the court should look to the effect of the regulation.⁷ The Court disagreed, however, and looked to the stated purpose of the ordinance implementing the impervious cover measures, which was to protect and preserve water quality.⁸ The Policies state the WTCPUA will apply "a base level of service *for planning purposes*" that is defined as "Service Level A", and assumes a 20% impervious cover Net Site Area.⁹ Further, this service level has to be consistent with the WTCPUA's Capital Improvements Plan and Land Use Assumptions,¹⁰ both of which are planning documents used as tools to determine future service and infrastructure needs.

Although the USFWS MOU and OEM provisions incorporate provisions that result in the protection of water quality, such as impervious cover limitations, the WTCPUA's use of these limitations are planning tools to determine levels of needed capacity. The purpose of applying these limitations to new service requests is to ensure that the demands of new development are not allowed to exceed the capacity of the WTCPUA System, or in any way effect the WTCPUA's current commitments for service. Thus, any impervious cover assumptions included in the Policies are utilized for service planning and capacity purposes to ensure that the WTCPUA system is able to provide water service to current customers and existing commitments.

B. TCMUD 22 Was Not Obligated to Receive Service from the WTCPUA

Further, TCMUD 22 incorrectly characterizes the impervious cover provisions in the Policies as mandates or limitations imposed by the WTCPUA upon development TCMUD 22. However, TCMUD 22 elected by contract to follow the Policies in order to receive water service, but was not required to do so.

Regardless of the motivations for requesting this opinion, the crux of the matter is that **TCMUD 22 is not required to receive water service from the WTCPUA**. TCMUD 22 is located in the WTCPUA service area for *planning purposes*, but is not located within the WTCPUA's certificate for convenience and necessity ("CCN"). This means that TCMUD 22 was not obligated to contract with the WTCPUA for water service, and could have sought out another water supplier or built its own water treatment system. Instead, compliance with the USFWS MOU or OEMS was an agreed-to provision in the NSSA. If this requirement was an untenable condition of service for the development, then at any point in time prior to executing the NSSA in

⁶ 7 S.W.3d 109 (Tex. 1999).

⁷ *Id.* at 121.

⁸ *Id.*

⁹ Policies, Section A.4 (Pg. 1).

¹⁰ *Id.*

March 2015 the developer could have sought other water service options for TCMUD 22. TCMUD 22 now, in 2017, seeks an opinion that the WTCPUA cannot “impose” impervious cover restrictions. The WTCPUA, however, does not seek to impose any such restrictions. Rather, the WTCPUA requests compliance with the USFWS MOU or OEMs as a service and capacity planning tool to protect its customers, capacity, and facilities. Any potential customer not wanting to follow such planning conditions is not required to receive service from the WTCPUA. TCMUD 22 is basically arguing that the WTCPUA must, when agreeing to voluntarily provide service to developments outside of its CCN, provide such service at any level requested by the applicant.

C. The Request is not Proper as it Seeks to Interpret a Contract and is the Subject of Anticipated Litigation

The Office of the Attorney General has opined that the opinions process does not investigate or resolve factual disputes.¹¹ Although this request may be phrased by TCMUD 22 as a general inquiry on the WTCPUA’s ability to implement a service policy that includes impervious cover limitations, the request is in actuality an effort by TCMUD 22 to interpret the NSSA and argue that certain provisions in this contract are not applicable to TCMUD 22. Such a discussion is more appropriate in the court system. In fact, although litigation has not yet been filed, TCMUD 22 had agenda items on its June 14, 2017 agenda to hire legal counsel for litigation against the WTCPUA, to authorize litigation against the WTCPUA, and to approve an agreement for financing litigation costs related to the WTCPUA. The TCMUD 22 June 14, 2017 agenda is included as **Exhibit B**. The identified potential litigation relates to a denied service extension request for additional service to TCMUD 22, and it is likely that the Policies and the impervious cover requirements would be central to any pleadings relating to the proceeding. Thus, TCMUD 22 is requesting that an opinion be given relating to dispute regarding an individual contract, as well as to issues that will be integral issues in anticipated litigation, and may be subject to defenses such as governmental immunity.

In seeking this request, TCMUD 22 is asking for a resolution of a factual dispute regarding a contract. In addition, TCMUD 22 is also asking for a determination regarding an issue that will be the subject of anticipated litigation. Such requests are generally not considered as a part of the opinions request process.

In conclusion, TCMUD 22 is seeking an opinion to interpret contract provisions and WTCPUA policies that will likely be the subject of anticipated litigation. In addition, even if the Opinion Committee were to consider this request, TCMUD 22 has mischaracterized the stated purpose of the WTCPUA’s policies. The WTCPUA implemented impervious cover restrictions in its Policies as a service level and capacity planning tool to protect both the WTCPUA system and its customers.

Sincerely,

¹¹ Tex. Att’y Gen. Op. No. GA-0750 (2009) at 2.

DRAFT FOR REVIEW ONLY
August 10, 2017

Stefanie Albright

SPA/dsr

Enclosure

DRAFT

ITEM J



MAXWELL LOCKE & RITTER LLP

Accountants and Consultants

An Affiliate of CPAmerica International

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Round Rock, TX 78664

August 9, 2017

To the Board of Directors and Mr. Robert Pugh
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide West Travis County Public Utility Agency (the "PUA") for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, each major fund, and the budgetary comparison information for the General Fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the PUA as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the PUA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the PUA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

"A Registered Investment Advisor"
This firm is not a CPA firm

We have also been engaged to report on supplementary information other than RSI that accompanies the PUA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

- Supplemental schedules required by the Water Agency Accounting Manual

The following other information accompanying the financial statements will not be subjected to auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Other supplemental schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the PUA's financial statements. Our report will be addressed to the Board of Directors of the PUA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the PUA's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the PUA in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Maxwell Locke & Ritter LLP ("ML&R") and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant or oversight agency or its designee. The cognizant or oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in January 2018 and to issue our reports no later than March 2018. Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that MLR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be \$52,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if your account becomes significantly overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your records are the primary records for your operations and comprise the backup and support for your financial reports. Our records and files are our property and are not a substitute for your own records. Our firm destroys our client files and all pertinent work papers after a retention period of five years, after which time these items will no longer be available. Catastrophic events or physical deterioration may also result in our firm's records being unavailable.

You agree that ML&R has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services rendered to you hereunder, provided that ML&R will submit a copy of any such advertisements to you so that you can consent to the form and content of the advertisements. Without such consent, ML&R agrees not to make any public representations regarding the services rendered to you, other than including you in a list of clients served.

Disputes and Claims

Parties to this engagement agree to attempt to negotiate the settlement of any disputes arising from this engagement. The parties further agree that, before resorting to arbitration or litigation, they will submit any dispute arising from this engagement to mediation by presenting a written request for mediation to the other party to the engagement. All mediations initiated as a result of this agreement shall be administered by the American Arbitration Association under its mediation rules and shall occur in Austin, Texas. The results of this mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation proceeding shall be shared equally by all parties.

Any dispute regarding this engagement will be governed by the laws of the State of Texas without regard to the conflict of laws or provisions thereof. The parties agree that any legal action will be taken in the State or Federal courts in Travis County, Texas.

The PUA agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the PUA which arise from knowing misrepresentations to ML&R by the management of the PUA, or the intentional withholding or concealment of information from ML&R by the management of the PUA. The PUA also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the PUA, as long as ML&R is not negligent in the performance of its services.



We appreciate the opportunity to be of service to the PUA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us, and this letter will continue in effect until canceled by either party.

Sincerely,

Maxwell Locke & Ritter LLP

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of West Travis County Public Utility Agency:

Name, Title

Date