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 1:00 p.m. on Thursday, August 20, 2020. This meeting will be held via conference call in accordance with the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. No physical meeting space will be available.

Members of the public may listen to and participate in the meeting via video conference or conference call. To participate in the meeting, please dial toll-free 877-568-4106, and enter access code 734-871-629 when prompted or join from your computer, tablet or smartphone, https://global.gotomeeting.com/join/734871629.

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

<u>All speakers must send a written request to jriechers@wtcpua.org 2 hours in advance</u> <u>of the meeting (August 20th by 11:00 A.M.)</u> If you wish to speak during the meeting, please provide your name, phone number, and the agenda item(s) you wish to comment on.

Members of the public who wish to submit their written comments on a listed agenda item can submit their comments by emailing <u>jriechers@wtcpua.org</u>. Comments must be received by 11:00 A.M. on August 20, 2020.

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

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

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

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. ELECTION OF OFFICERS

IV. PUBLIC COMMENT

V. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of July 15, 2020 regular Board Meeting and July 30, 2020 Budget Workshop.
- **B.** Approve payment of invoices.
- C. Approve Contractor Pay Requests including:
 - 1. Cash Construction Company, Inc., Pay Application No. 9, \$1,312.478.10 Raw Water Line No. 2 CIP Project
- **D.** Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:
 - 1. Seven Oaks Office Park
- E. Consider Service Extension Requests (SER) for:
 1. Cueva 71, 160 Water and Wastewater LUEs, Hwy. 71 System.
- F. Consider Non-Standard Service Agreements (NSSA) for:
 1. Cueva 71, 160 Water and Wastewater LUEs, Hwy. 71 System.

VI. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including (S. Albright/D. Klein):
 - 1. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.
 - 2. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.
 - 3. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.
 - 4. *Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.*
 - Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291. (These items under V.A may be taken into Executive Session under the consultation with attorney exception).

B. Discuss, consider and take action on SER request from Masonwood Development for Provence, Phase 2 on Hamilton Pool Road, 1,137 Water LUEs. .

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

C. Discuss, consider and take action on SER request from Hamilton Retail Center on Hamilton Pool Road, 8 Water LUEs. (This item may be taken into Executive Session under the consultation with

attorney exception).

- **D. Discuss, consider and take action on Service Extension Request for 17507 Hamilton Pool Road, 14 Water LUEs.** (*This item may be taken into Executive Session under the consultation with attorney exception*).
- E. Discuss, consider, and take action regarding the sale of reclaimed water to CCNG Golf (D. Klein).

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

VII. NEW BUSINESS

- A. Discuss, consider and take action on proposal from Headwaters MUD for amendment to wholesale water contract (J. Riechers). (This item may be taken into Executive Session under the consultation with attorney exception).
- **B.** Discuss, consider and take action on reinstatement of late fees and disconnects (J. Riechers).
- C. Discuss, consider and take action on Pretreatment Surcharge program (J. Riechers).
- D. Discuss, consider and take action on Order amending WTCPUA's Wholesale Water and Wastewater Rates (J. Riechers).
- E. Discuss, consider and take action on WTCPUA Organizational Chart (J. Smith).
- F. Discuss, consider and take action on FY 2021 budget (J. Smith).
- G. Discuss, consider and take action on review of WTCPUA Administrative and Financial policies (J. Smith).

VIII. STAFF REPORTS

- A. General Manager's Report (J. Riechers).
- B. Controller's Report (J. Smith).
- C. Engineer's Report (D. Lozano) including:
 - 1. Capital Improvements Plan Update
 - 2. Solids Management Plan
- **D.** Operations Report

IX. ADJOURNMENT

Dated: August 14, 2020

nnifer Rischers

Jennifer Riechers WTCPUA General Manager

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

V. CONSENT AGENDA

ITEM A

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

July 15, 2020

The July 15, 2020 Board of Directors meeting was held remotely via videoconference in accordance with the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. No physical meeting space was made available. The public was provided a toll-free number to call in and a free videoconference link to participate in the meeting.

Present:

Scott Roberts, President Walt Smith, Secretary Jason Bethke, Director Jack Creveling, Director Clint Garza, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager Jennifer Smith, Agency Controller Eric Morgan, Agency Operations Manager Keli Kirkley, Agency Accountant Reuben Ramirez, Agency Engineer Technician Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel Dennis Lozano, (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 1:01 p.m.

II. ESTABLISH QUORUM

A quorum was established with the above-referenced Directors, staff, and consultants present via remote access.

III. PUBLIC COMMENT

No public comment on non-agenda items were presented.

IV. CONSENT AGENDA

- A. Approve minutes of June 18, 2020 regular Board Meeting.
- **B.** Approve payment of invoices.
- C. Approve Quarterly Investment Report for period ending 6/30/2020.
- **D.** Approve Contractor Pay Requests including:
 - 1. Cash Construction Company, Inc., Pay Application No. 8, \$ 558,720.90 Raw Water Line No. 2 CIP Project
- E. Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:
 - 1. Hillside at Spanish Oaks
 - 2. Highpointe Phase 1, Sect. 3-B
- **F.** Approve Developer Reimbursement to:
 - 1. CCNG (Synchro Realty, LLC) for Spanish Oaks Section XI, \$272,544.91.
- G. Approve Debt Service Payments to:
 - 1. BOK Financial, Revenue and Refunding Bonds, Series 2013, \$3,166,937.50
 - 2. BOK Financial, Revenue Bonds, Series 2015, \$1,113,831.25
 - 3. BOK Financial, Revenue and Refunding Bonds, Series 2017, \$3,394,125.00
 - 4. BOK Financial, Revenue Bonds, Series 2019 \$612,825.00

Ms. Albright noted that Director Creveling had filed a conflicts affidavit relating to several items on the agenda, including Items IV. E.1 and IV. F.1, and would abstain from participation and voting on these matters.

MOTION: A motion was made by Director Roberts to approve the Consent Agenda items A-H, provided as <u>Exhibits A-G</u>. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke and GarzaVoting Nay:NoneAbstained:Director CrevelingAbsent:None

V. OLD BUSINESS

At 1:39 p.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items V. A, B, C, D, and Items VI. A, D; and pursuant to Texas Government Code § 551.074 to discuss personnel matters on Item VI. D.

At 3:08 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

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

- 1. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.
- 2. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.
- 3. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.
- 4. Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.
- 5. Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.
- B. Discuss, consider and take action on SER request from Masonwood Development for Provence, Phase 2 on Hamilton Pool Road.

Items B and C were considered together. These items were also discussed in executive session.

C. Discuss, consider and take action on SER request from Hamilton Retail Center on Hamilton Pool Road.

Jim Koerner first addressed the Board as a PUA customer and on behalf of Hamilton Pool Road Matters ("HPRM"). HPRM has been consistently opposed to the Provence Subdivision and the granting of additional LUEs. He stated that the PUA has the right to protect water quality, and has adopted such policies to implement the USFWS MOU. This project is not in the long-term CIP and is outside the CCN boundaries and there is no obligation to provide service. He asked that the request be denied to protect ratepayers and preserve the Hill Country.

Rick Scadden next addressed the Board, stating that he and his wife had been residents of Bee Cave since 1986. He stated that he cares for the environment and the quality of life in the area. He stated that the PUA has a contractual and ethical obligation to enforce the USFWS MOU and impervious cover policies, and asked that the PUA take these requirements seriously. He stated

that there are studies that have said that impervious cover is important in protecting the Hill Country environment. He asked that the Provence SER be denied.

Gene Lowenthal next addressed the Board. He stated that he is with HPRM and supports denial of the SER. He stated that the Developer is currently in violation of the current NSSA by exceeding impervious cover and OEMs. He stated that the PUA is handling a finite capacity of water with commitments from the LCRA, and that these remaining LUEs should be prudently managed. Mr. Lowenthal asked that capacity be reserved for projects within the PUA's CCN. He stated the lawsuit seeks to force the PUA to upgrade the Hamilton Pool Road waterline, no matter how large and complex the project. He urged that the PUA vigorously defend lawsuits and oppose the SER.

Nancy Hernandez addressed the Board as a resident of Deer Creek Ranch and member of HPRM. She stated that the area natural resources are important in the area, and that the Provence subdivision would be a large and dense subdivision in the Edwards Aquifer contributing zone. Since the Hamilton Pool Road waterline was built, the residents in the area have been working to protect the natural resources in the area. She stated that subdivisions currently on the existing waterline followed water quality rules. She stated that Mr. Hatchett and Mr. Meredith are threatening Little Barton Creek by not following rules, by suing the PUA, and by demanding additional LUEs that will further damage the Creek. She asked that the request be denied, water quality measures enforced, and lawsuits be defended.

Next Mr. Bill McLean asked if he could be heard at the end of the speakers.

Mr. Carrell Killebrew next addressed the Board as a resident of Homestead. He stated that he was the only person who spoke on the matter when it first came up in the past. He stated that the development is not within the CCN, and noted that the development is dense with very small lots. He followed that the initial service request was presented based on an expired commitment and for Mr. Hatchett to pay for any facilities to provide service. Mr. Killebrew stated that many misrepresentations have been made about the PUA's obligations by Mr. Hatchett and Mr. Meredith, and the PUA has obligations to ratepayers. He could not see how granting additional LUEs would help the ratepayers, and that this SER would enrich the developers at the risk of ratepayers. He asked the Board to protect water quality, and urged denial of the request for service by Provence, and that it is prudent of the Board to defend lawsuits which are abusive.

Jennifer Walker addressed the Board as a 16-year resident of Bee Cave. She stated that the PUA needs to abide by and enforce its rules. She stated that she did not understand how the PUA could even consider this request for service when it has no obligation to provide water to the property. She requested that the SER be denied.

Paula Knippa, a resident of Bee Cave for 10 years, next addressed the Board. She appreciates the protection of water quality and quality of life while balancing development. She stated that she couldn't say more than the other speakers. She encouraged that the Board recognize the tactics of the developer in bringing litigation against the PUA.

Bill McLean addressed the Board as counsel for Masonwood HP and stated Jim Meredith, Dan Ryan, and Keith Moody were also available on behalf of Masonwood HP. He stated that they are seeking a determination from the PUA as to whether service is available to this phase of the development, with or without improvements. He stated that a lot of the comments purported to Phase 1, and that that he is not aware of any water quality or impervious cover violations with Phase 1, and that engineers are hired to ensure compliance with the rules. He stated that this SER is to have the Board evaluate and consider whether the SER should be granted or not.

Jim Meredith next addressed the Board as developer for Provence. He stated that they look at water quality as something precious, and that the developer has submitted information for review regarding compliance with policies. He stated that he is concerned that there are statements being made that mislead the public to believe that the development is not in compliance. He followed that he didn't believe that any of the speakers have the scientific information to show that there is a negative impact to water quality from Provence, and that the development is required to comply with the regulations of the PUA.

MOTION: A motion was made by Director Roberts to postpone Items V. B, C, and VI. B to obtain input from the participating entities. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke, Creveling, and GarzaVoting Nay:NoneAbstained:NoneAbsent:None

D. Discuss, consider and take action on Resolution to Indemnify Directors and Employees.

This item was discussed in executive session. Ms. Albright clarified that the draft resolution being presented to the Board included the ability for the Board to set budget limitations on litigation matters covered by the resolution. Further, she stated that the resolution was consistent with the Bee Cave charter language on indemnification and included officials and employees of the PUA.

MOTION: A motion was made by Director Roberts to approve a resolution to Indemnify Directors and Employees, provided as **Exhibit H**. The motion was seconded by Director Bethke.

The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke, Creveling, and GarzaVoting Nay:NoneAbstained:NoneAbsent:None

VI. NEW BUSINESS

A. Discuss, consider, and take action regarding the sale of reclaimed water to CCNG Golf.

This item was discussed in executive session. Director Creveling abstained from consideration and voting on this item, and did not participate in the executive session.

The Board directed the Agency's staff and consultants to study the previous agreement and bring back a recommendation to the Board at the August board meeting.

B. Discuss, consider and take action on Service Extension Request for 17507 Hamilton Pool Road, 14 Water LUEs.

This item was addressed with Item V. C.

C. Discuss, consider, and take action to approve the Conveyance and Clarification Agreement between the PUA and Cassandra Interests, Ltd.

Mr. Klein addressed this item, provided as **Exhibit I**. He stated that this provides that Cassandra will grant an easement for Lift Station 14, consent to the assignment of a previously unassigned easement, and the PUA will provide service. He recommended approval.

MOTION: A motion was made by Director Roberts to approve the Conveyance and Clarification Agreement between the PUA and Cassandra Interests, Ltd. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke, Creveling, and GarzaVoting Nay:NoneAbstained:NoneAbsent:None

D. Discuss, consider, and take action on General Manager contract and compensation.

This item was addressed in executive session.

MOTION: A motion was made by Director Roberts to extend the General Manager contract for one (1) year for a total of three (3) years and grant a 10% increase in compensation. The motion was seconded by Director Creveling. The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke, Creveling, and GarzaVoting Nay:NoneAbstained:NoneAbsent:None

VII. STAFF REPORTS

A. General Manager's Report.

Ms. Riechers stated that the first bills had gone out with new billing software system and that all staff are back in the office. She stated that the office is following procedures to ensure health, such as temperature checks, sanitation, and hygiene. Director Roberts recommended that she look into whether a test is available that can determine loss of taste or smell.

B. Controller's Report, including:

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

Ms. Smith went through the investment outcomes and portfolio, as provided in the report. She detailed the future bond payments and early retirement of debt. Ms. Smith stated that year to date, there is a surplus of \$6 million, and \$.5 million will be going to debt service. The current budget variance is positive for revenue and expenses. She stated that in month to month and year over year comparisons, the PUA is ahead in financials.

C. Engineer's Report including:1. Capital Improvements Plan Update.

Mr. Lozano presented this item, provided as Exhibit K.

D. Operations Report

This item was provided as <u>**Exhibit L**</u>. In response to a question from the Board, Ms. Riechers stated 11-12 MGD of water is currently being produced and staff has been keeping up with demand.

E. Customer Service Report

Ms. Riechers presented this item, provided as **<u>Exhibit M</u>**.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

Voting Aye:Directors Roberts, Smith, Bethke, Creveling, and GarzaVoting Nay:NoneAbstained:NoneAbsent:None

The meeting adjourned at 3:20 p.m.

PASSED AND APPROVED this _____ day of August, 2020.

Scott Roberts, President Board of Directors

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

July 30, 2020

The July 30, 2020 Board of Directors Budget Workshop meeting was held at 1:00 p.m. on Thursday, July 30, 2020 via videoconference in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. No physical meeting space was available. In lieu of attending the meeting in person, the public was provided a toll-free number and free videoconference link to participate in the meeting.

Present:

Walt Smith, Secretary Jason Bethke, Director Jack Creveling, Director

Staff and Consultants:

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

I. CALL TO ORDER

Director Smith called the meeting to Order at 1:01 p.m.

II. ESTABLISH QUORUM

A quorum was established with the above-referenced Directors, staff, and consultants present remotely.

III. PUBLIC COMMENT

Ms. Riechers read a statement from Mr. Don Walden, member of the Finance Committee, provided as **Exhibit A**. His statement was that the budget as proposed is a thorough, solid, and reliable plan. The consistent goals of retiring debt as soon as possible, 20 million this August, making new growth pay its way without burdening ratepayers and rehabilitating aging infrastructure while providing safe, reliable, and efficient water and wastewater service to customers are met. His statement further stated that there should be a pause on major initiatives while focusing on these core goals.

IV. NEW BUSINESS

A. Discuss, consider and take action on FY2021 Budget Work Session.

Ms. Riechers stated that Ms. Smith would be presenting at the meeting, and flagged that there was a significant amount of time put in by Ms. Smith regarding the budget.

Ms. Smith publicly thanked the PUA Board and the Finance Committee, and then laid out the budget report, provided as **Exhibit B**. Ms. Smith first gave an overview of historical activities and detailed significant Board actions, including bringing operations in-house and changes in the use of impact fees. She stated that this use of impact fees was changed from funding CIP projects through debt, to allowing some cash-funding of CIP projects. She also flagged the recent decreases in impact fees and retail rates, and stated that the payments to LCRA have been completed. Ms. Smith stated that a focus of the budget is related to the goal of retiring debt early. She stated that the goal of the meeting today is to get feedback on items in the budget, including the maintenance plan and moving forward with rate and impact fee studies in addition to debt retirement.

Ms. Smith stated that all financial policies will be brought to the Board in August for review. She next detailed the charts and diagrams relating to expenses and revenue, and stated that budgets were compiled by department for the first time. Ms. Smith detailed that any changes made to the budget between today and future Board meetings will be highlighted to facilitate easy review.

Ms. Smith stated that for expenses, 2020 was used as a baseline and that there were no major changes estimated moving forward, and that a 3% increase would be budgeted. There is a placeholder for payroll as reviews are currently ongoing, and that the payroll recommendations will be presented to the Board by the General Manager.

Director Bethke asked why there were more water than wastewater connections, to which Ms. Smith said that most of the growth is in the 290 System and that this system does not receive wastewater service. In regards to SER fees, Ms. Smith confirmed that the developers pay for most fees relating to extension of service.

Ms. Smith next detailed an overview of each of the PUA's funds, including the purposes behind the funds. First, she detailed the Capital Project Fund. She stated that projected project expenses for the fund was created with Dennis Lozano, who could answer any questions regarding particular projects.

Next, Ms. Smith discussed the Facilities Fund, stating that these funds come from the general revenue and investments. She stated that there is a 5-year meter replacement program anticipated to ensure that there are not significant expenses in a one-year period.

The Debt Service fund was next reviewed by Ms. Smith, stating that funds would be moved for debt retirement. At least a \$12 million balance is required by bond covenants to be maintained in this account. She stated that between 2027 and 2028 all of the PUA's debt becomes callable and at that time the Board will determine whether to pursue early repayment.

Ms. Smith next presented the General Fund and the Rate Stabilization Fund. The Rate Stabilization Fund was established to prevent against unknown future rate changes and was recommended to be implemented to ensure better bond ratings.

Director Smith asked what penalties would be present if there was a buy-down pursued. Ms. Smith stated that once the bonds are callable, the PUA is clear of any penalties.

Ms. Smith next discussed the budget overall including comparisons with previous years. She stated that changes from the initial budget to the budget being presented are on budget request forms. She stated that the 10% increase is attributed to the fund to be sent to the Debt Service Fund.

Ms. Smith next provided a detailed account of expenses, and stated that any backup needed she can provide to the Board. She stated that there are budget request forms for each line item to know what the requested items entail.

Ms. Smith stated if there are any changes, she would need direction from the Board once the Board has time to review and understand the budget.

Director Smith asked if the PUA has a central repository of a list of financial commitments the PUA has. Ms. Smith stated that she could provide this information to him. He stated that he would reach out to Ms. Smith and Ms. Riechers to ask some additional questions.

Director Bethke thanked the staff and committee for putting together the budget, and stated that he liked the focus on preventative maintenance in the budget. He followed that the agency should be invested in items like training and learning seminars. He also asked that Ms. Smith include some of the financial justification as the PUA is buying a lot of equipment and a high level payback scenario would be helpful. Regarding the rate study, he asked that in this study there be a comparison of the PUA's rates to other entities. He also requested a comparison of variable versus base rates and a look at structure of these rates. Director Bethke also asked that in the rate study debt ratios be looked at to get a recommendation as to what is "optimal" debt.

Director Smith asked if there are options to restructure debt without penalties in the near-term to see if there are earlier opportunities. Director Smith also requested that the policies regarding the fund balances be discussed as well.

Ms. Riechers stated that employees are encouraged to attend training and that she appreciated the feedback and support. Ms. Smith stated that this was the first year that training was budgeted for in this manner.

Director Bethke next addressed asset management and replacement. He stated that he appreciated Mr. Walden's public comments, and the strategic objectives he identified for the utility sounded great and that the Board should think about some guiding principles moving forward. He stated that these conversations are allowed because the utility is in such good financial shape.

Ms. Riechers highlighted the time and work Ms. Smith put into the budget with the staff. Ms. Smith stated that this was the first budget created with a team approach from staff and that she appreciated the input and assistance.

Ms. Smith stated that the budget needs to be approved at the September meeting at the latest.

Director Smith thanked everyone for their participation.

V. ADJOURNMENT

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

The vote was taken with the following result:

Voting Aye:Directors Smith, Bethke, and CrevelingVoting Nay:NoneAbstained:NoneAbsent:None

The meeting adjourned at 2:27 p.m.

PASSED AND APPROVED this 20th day of August, 2020.

Scott Roberts, President Board of Directors

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Vendor Number Payable # Bank Code: AP Bank-A	Vendor Name Payable Type P Bank	Post Date	Payment Date Payable Descriptic	Payment Type m	Discount Am Discount Amount		Payment Amount able Amount	Number
00330 <u>Pay App 8</u>	Cash Construction Compar Invoice	ny, Inc. 07/08/2020	07/23/2020 30" Raw Water Tra	EFT nsmission Main No. 2 -	0.00	0.00	558,720.90 558,720.90	5
01994 2020 Developer R	Synchro Realty, LLC Invoice	07/15/2020	07/23/2020 Developer Reimb.	EFT Spanish Oaks Section XI	0.00	0.00	272,544.91 272,544.91	6
02628 <u>IN004166489</u>	A.W. Chesterton Invoice	06/15/2020	07/08/2020 Seal for RWI Pump	Regular #3	0.00	0.00	2,782.89 2,782.89	302
00102 <u>44686</u>	Aqua-Tech Laboratories, Ir Invoice	nc 04/17/2020	07/08/2020 March 2020 Analys	Regular sis - Mandolas	0.00	0.00	175.00 175.00	303
00128 <u>512A1307901430</u>	AT&T Invoice	06/05/2020	07/08/2020 Telephone Expense	Regular e - Consolidated Bill	0.00	0.00	1,205.10 1,205.10	304
00133 <u>6534084502</u>	AT&T- Internet Invoice	06/11/2020	07/08/2020 Internet / Router	Regular	0.00	0.00	719.69 719.69	305
00771 <u>64425</u>	Guardian Industrial Supply Invoice	LLC 05/01/2020	07/08/2020 Lakepointe WWTP	Regular	0.00	0.00	83.00 83.00	306
00823 <u>6131</u>	Hill Country Office Systems Invoice	s 07/02/2020	07/08/2020 Quarterly Mainten	Regular ance 4/2/2020 - 7/1/20	0.00	0.00	265.08 265.08	307
01543 42721 42730 42731 42732 42735 42735 42736 42738 42739 42740 42741 42742	Murfee Engineering Comp Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	any Inc. 06/11/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020 06/11/2020	HPRPS Ground Sto Wastewater Solids Water Treatment S SW Pkwy PS GST N West Bee Cave PS Fitzhugh Utility Rel Double L Ranch SE Borgelt Tract SER	PS Design, Approval & C rage Tank #2 Design, A Management Master P olids Mgmt Master Pla o. 2 Upgrades ocation	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00	85,110.21 2,788.85 10,243.75 19,089.98 4,993.75 2,576.25 4,995.26 5,519.87 11,257.50 5,357.50 11,501.25 6,786.25	309
02514 <u>1457460</u>	Polydyne Inc Invoice	05/26/2020	07/08/2020 Chemical- WTP	Regular	0.00	0.00	11,677.79 11,677.79	313
01654 <u>499433</u> <u>502100</u>	PostNet TX144 Invoice Invoice	05/08/2020 06/30/2020	07/08/2020 April Monthly Repo CCR Notice of Deliv		0.00 0.00	0.00	15.90 15.20 0.70	314
01657 <u>1221</u> <u>1251</u>	Precision Calibrate Meter S Invoice Invoice	Services 05/01/2020 05/31/2020	07/08/2020 Meter Testing Meter Testing - Laz	Regular 29 9	0.00 0.00	0.00	1,800.00 1,575.00 225.00	315
02508 <u>79000440804477</u>	Quadient, Inc Invoice	06/01/2020	07/08/2020 Postage Purchases	Regular	0.00	0.00	102.06 102.06	316
01998 <u>84105</u>	T. Morales Company Electr Invoice	ric 05/01/2020	07/08/2020 RWI - Toshiba VFD	Regular	0.00	0.00	14,460.00 14,460.00	317
02037 <u>2020-0174</u> <u>2020-0187</u>	The Bridge Group Invoice Invoice	05/26/2020 06/08/2020	07/08/2020 Austin Ridge Churc General Administra		0.00 0.00	0.00	5,810.00 140.00 280.00	318

Check Report						Date Range: 07/02/2	2020 - 07/31/2
Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	ount Payment Amou	nt Number
Payable #	Payable Type	Post Date	Payable Descriptio	n	Discount Amount	Payable Amount	
2020-0188	Invoice	06/08/2020	Bee Cave Profession	nal Office	0.00	140.00	
2020-0189	Invoice	06/08/2020	Break Water Subdiv	vision	0.00	140.00	
2020-0190	Invoice	06/08/2020	Extra Space Storage		0.00	280.00	
2020-0191	Invoice	06/08/2020	Fitzhugh 10	-	0.00		
2020-0192	Invoice	06/08/2020	Highpointe Phase 1	Section 3B	0.00		
2020-0193	Invoice	06/08/2020	Hillside at Spanish (0.00	980.00	
2020-0193		06/08/2020	Ledgestone Comme		0.00		
2020-0194	Invoice	06/08/2020	McGuire EVent Cer		0.00		
	Invoice						
<u>2020-0196</u>	Invoice	06/08/2020	Park at Bee Cave Pl		0.00		
2020-0197	Invoice	06/08/2020		e 1 Fire Hydrant Extens	0.00		
<u>2020-0198</u>	Invoice	06/08/2020	Provence Phase 1,	Section 2	0.00	280.00	
00018	ACT Pipe & Supply		07/14/2020	Regular		0.00 389.7	70 321
<u>S100541605.001</u>	Invoice	06/30/2020	Stock Supplies		0.00	389.70	
02630	American Water Works As		07/14/2020	Regular			00 323
<u>7001772637</u>	Invoice	06/03/2020	Annual Membershi	р	0.00	2,171.00	
00102	Agua-Tech Laboratories, li	nc	07/14/2020	Regular		0.00 636.0	00 324
46034	Invoice	06/23/2020	May 2020 Analysis		0.00		
46036	Invoice	06/23/2020	May 2020 Analysis	- W/TP	0.00		
40050	Invoice	00/23/2020	1410 2020 Analysis	VV II	0.00	100.00	
00104	Arbor Car Wash		07/14/2020	Regular		0.00 87.8	39 325
<u>53</u>	Invoice	05/31/2020	Services Through 5	/31/2020	0.00	87.89	
00130	AT&T Mobility-CC		07/14/2020	Regular		0.00 855.0	00 326
<u>YRB052020</u>	Invoice	06/24/2020	Service 5/19/2020	- 6/18/2020	0.00	855.00	
00142	Austin Armature Works, L	D	07/14/2020	Regular		0.00 8,668.2	29 327
SR16522	Invoice	06/19/2020	LS #18 Pump #2 Em	0	0.00		25 527
<u>3N10322</u>	Invoice	00/19/2020	L3 #10 Fullip #2 Lli	leigency kepan	0.00	8,008.29	
00153	AVR Inc.		07/14/2020	Regular		0.00 1,310.7	70 328
013248	Invoice	06/30/2020	Special Mailer/Billir	ng	0.00	1,310.70	
				0		,	
00245	Brenntag Southwest Inc.		07/14/2020	Regular		0.00 16,556.8	38 329
<u>BSW216293</u>	Invoice	06/23/2020	Chemicals - WTP		0.00	11,304.70	
BSW216294	Invoice	06/24/2020	Chemicals - Lakepo	inte WWTP	0.00	686.50	
BSW216295	Invoice	06/24/2020	Chemicals - Bohls V	VWTP	0.00	666.18	
BSW217643	Invoice	06/29/2020	Chemicals - WTP		0.00	3,899.50	
00000			07/11/2020	Dec. las		0.00	220
00260	BrickHouse Security		07/14/2020	Regular			31 330
<u>980987</u>	Invoice	06/24/2020	Service 6/24/2020	- 7/24/2020	0.00	455.81	
00369	Chem Equip		07/14/2020	Regular		0.00 7,154.0	00 331
<u>5430</u>	Invoice	06/17/2020		I on Chlorine System @	0.00	-	
<u>0.000</u>		,				.,	
00416	City of Austin		07/14/2020	Regular		0.00 22,642.2	29 332
<u>441983051753</u>	Invoice	07/02/2020	Utility Expense		0.00	22,642.29	
	· · · · · ·						
00447	Core & Main LP		07/14/2020	Regular			00 333
<u>M567431</u>	Invoice	06/25/2020	Stock Supplies		0.00	1,210.00	
00471	Cusip Global Services		07/14/2020	Regular		0.00 91.0	00 334
2400118417	Invoice	07/02/2020		ce of the Legal Entity Id	0.00		50 554
2400110417	Invoice	0770272020	Annual Maintenand	te of the Legal Littly id	0.00	51.00	
00603	DSHS Central Lab		07/14/2020	Regular		0.00 427.8	34 335
2020.06.03	Invoice	06/03/2020	Lab Fees		0.00	427.84	
02516	ECoCare		07/14/2020	Regular			00 336
<u>17278</u>	Invoice	06/20/2020	Monthly Contract E	Billing - July 2020	0.00	265.00	
00636	Elliott Electric Supply Inc.		07/14/2020	Regular		0.00 14,542.6	52 337
	Elliott Electric Supply, Inc	05/01/2020	RWI Bayox	negulai	0.00		
<u>120-76811-01</u> 120-80202-05	Invoice Crodit Mamo	05/01/2020	•	Invoico 120 20202 01		-	
<u>120-80203-05</u>	Credit Memo	06/15/2020		Invoice 120-80203-01	0.00		
<u>51-55630-01</u>	Invoice	06/23/2020	EMD Server Backup	J	0.00	1,163.54	

Check Report					Date Range: 07/02/202	20 - 07/31/2
Vendor Number	Vendor Name		Payment Date Payment Type	Discount An	nount Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>51-55630-02</u>	Invoice	06/24/2020	Server Backup -Infrastructure for SCADA	0.00	213.05	
51-55643-01	Invoice	06/23/2020	Fiber Run - Infrastructure for SCADA	0.00	2,181.84	
51-55643-02	Invoice	06/23/2020	Fiber Run- Infrastructure for SCADA	0.00	16.00	
51-55643-03	Invoice	06/24/2020	Fiber Run -Infrastructure for SCADA	0.00		
51-55643-04	Invoice	06/24/2020	Fiber Run - Infrastructure for SCADA	0.00		
<u>51-55643-05</u>	Invoice	06/24/2020	Fiber Run -Infrastructure for SCADA	0.00		
<u>51-55643-05</u> 51-55643-07		06/30/2020	EMD Fiber Run	0.00		
	Invoice					
<u>51-55643-08</u>	Invoice	06/30/2020	EMD Riber Run	0.00		
<u>51-55643-09</u>	Invoice	07/02/2020	EMD Fiber Run	0.00	59.35	
00676	Evergreen Southwest		07/14/2020 Regular		0.00 2,750.00	347
INV-1409	Invoice	06/29/2020	Micro Solver - 5 Gal Bucket	0.00		017
11111100	involce	00,20,2020		0.00	2,7.00100	
00684	Fastest Labs of Central Au	stin	07/14/2020 Regular		0.00 265.00	348
479	Invoice	06/30/2020	Post Accident Testing	0.00	265.00	
			C C			
00692	Fluid Meter Service, Corp		07/14/2020 Regular		0.00 18,150.00	349
<u>500265</u>	Invoice	05/01/2020	Replace Pump 1 Control Valve	0.00	14,500.00	
<u>500522</u>	Invoice	05/27/2020	Stock Supplies	0.00	3,650.00	
00725	Generator Field Services L		07/14/2020 Regular		0.00 4,397.72	350
<u>GFS7571</u>	Invoice	06/22/2020	Lift Station #15	0.00		
<u>GFS7572</u>	Invoice	06/24/2020	Lift Station #15	0.00	1,076.00	
<u>GFS7573</u>	Invoice	06/24/2020	Lift Station #15	0.00	1,361.72	
<u>GFS7574</u>	Invoice	06/25/2020	Lift Station #15	0.00	1,340.00	
00771	Guardian Industrial Supply		07/14/2020 Regular		0.00 986.30	351
<u>065619</u>	Invoice	06/23/2020	EMD LS9	0.00		
<u>065660</u>	Invoice	06/25/2020	EMD TPS	0.00	938.70	
00793	Henrie sten Industrial Direct		07/14/2020 Regular		0.00 547.22	252
	Harrington Industrial Plast	-	•	0.00		222
<u>04938593</u>	Invoice	06/25/2020	Bohls Irrigation	0.00	547.22	
00842	HydroPro Solutions, LLC		07/14/2020 Regular		0.00 2,402.63	354
0016184-IN	Invoice	06/30/2020	4" Octave SS Float-FLG	0.00		
0010101.111	involce	00,00,2020		0.00	2,102.00	
02587	Lawton Commercial Servic	ces	07/14/2020 Regular		0.00 20,009.56	355
<u>516845</u>	Invoice	05/27/2020	Upgrade Booster Pumps-Bldgs A-104 and	0.00	20,009.56	
01310	Lloyd Gosselink Rochelle 8	Townsend, P.C.	07/14/2020 Regular		0.00 32,644.88	356
<u>97511306</u>	Invoice	06/17/2020	Hatchett & JPH Capital Litigation	0.00	11,651.48	
<u>97511308</u>	Invoice	06/17/2020	Litigation Burba Ranch Impact	0.00	1,155.00	
<u>97511309</u>	Invoice	06/17/2020	Litigation Provence Impact Fees	0.00	5,548.50	
<u>97511535</u>	Invoice	06/18/2020	2018 LUA/CIP/IF Update	0.00	440.00	
<u>97511561</u>	Invoice	06/18/2020	General Counsel	0.00	7,500.00	
<u>97511562</u>	Invoice	06/18/2020	General Operations	0.00	3,717.50	
<u>97511564</u>	Invoice	06/18/2020	Hatchett Tract	0.00	556.50	
<u>97511565</u>	Invoice	06/18/2020	Live Oak Springs NSSA	0.00	437.02	
97511568	Invoice	06/18/2020	Anarene Tract Hill Tract SER	0.00	132.50	
97511569	Invoice	06/18/2020	Signal Hill Estates SER	0.00		
97511570	Invoice	06/18/2020	Spillman Townhomes NSSA	0.00		
97511571	Invoice	06/18/2020	County Line PS SW Pkwy PS	0.00		
<u>97511573</u>	Invoice	06/18/2020	Extra Space Storage SER	0.00		
<u></u>		-0, 20, 2020		5.00	570.50	
01324	Lower Colorado River Auth	nority	07/14/2020 Regular		0.00 95,908.51	359
00529969-6/20	Invoice	06/30/2020	Purchase Water	0.00	93,151.73	
00530144-6/20	Invoice	06/30/2020	Purchase Water	0.00		
		-				
01328	Lubrication Engineers		07/14/2020 Regular		0.00 159.50	360
IN425046	Invoice	06/23/2020	Stock Supplies	0.00	159.50	
01.12.1					0.00	264
01434	McCoy's Building Supply	•• / · • / · • · · ·	07/14/2020 Regular	_	0.00 12.78	361
<u>7432830</u>	Invoice	06/17/2020	Supplies for RWI	0.00	12.78	

check hepoir							Nullec. 07/02/202	
Vendor Number	Vendor Name		Payment Date	Payment Type			Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Descriptio	n	Discount Amount	Payab	le Amount	
01543	Murfee Engineering Comp	bany Inc.	07/14/2020	Regular		0.00	2,033.75	362
<u>42617A</u>	Invoice	05/07/2020	Lift Station 9 Rehab). Design & Constr. Ad	0.00		250.00	
<u>42733</u>	Invoice	06/11/2020	Lift Station 9 Rehab). Design & Constr. Ad	0.00		1,783.75	
01560	Neltronics		07/14/2020	Regular		0.00	1,500.00	363
<u>20-2040</u>	Invoice	06/04/2020	Service Call at WTP	•	0.00		750.00	
<u>20-2042</u>	Invoice	06/04/2020	Checked Orthopho	sphate Day Tank Scale	0.00		750.00	
01582	Odessa Pumps & Equipme		07/14/2020	Regular		0.00	2,214.17	364
<u>687997</u>	Invoice	06/29/2020	Lift Station #18 Spa	ire Rebuild	0.00		2,214.17	
04502			07/44/2020	Dece las		0.00	546.22	265
01583	Office Depot		07/14/2020	Regular		0.00	546.22	365
<u>10101900 2020.0</u>		05/01/2020	Office Supplies		0.00		395.94	
<u>10101900 2020.0</u>	Invoice	05/05/2020	Finance Charges		0.00		49.80	
<u>10101900 2020.0</u>	Invoice	06/04/2020	Finance Charges		0.00		49.77	
<u>10101900 2020.0</u>	Invoice	07/05/2020	Finance Charges		0.00		50.71	
01654	PostNet TX144		07/14/2020	Regular		0.00	15.20	366
<u>502401</u>	Invoice	07/06/2020	June Monthly Repo	ort to TCEQ	0.00		15.20	
01057	Description California Marten	C	07/14/2020	Desular		0.00	2 600 00	267
01657	Precision Calibrate Meter		07/14/2020	Regular		0.00	2,600.00	367
<u>1244</u>	Invoice	05/17/2020	Meter Testing/Rem	ioval - Eanes ISD	0.00		2,600.00	
01671	QualTech Automotive		07/14/2020	Regular		0.00	2,862.04	368
	-	05 /01 /2020		0	0.00	0.00	-	308
<u>201342</u>	Invoice	05/01/2020	Oil & Filter Services		0.00		43.65	
201472	Invoice	05/01/2020	Oil & Filter Services		0.00		43.65	
<u>201948</u>	Invoice	05/06/2020	HVAC Repair - Truc	k #504	0.00		886.42	
<u>201984</u>	Invoice	05/07/2020	Emissions Inspection	ons - Truck #007	0.00		18.50	
<u>202010</u>	Invoice	05/08/2020	Diagnose Cooling S	ystem Concern - Truck	0.00		150.59	
202206	Invoice	05/18/2020	Emissions Inspection	ons - Truck #801	0.00		18.50	
202440	Invoice	05/28/2020	Repaired Disc Brake	e Pads, Rotor & Caliper	0.00		1,700.73	
02631	Service One Automotive		07/14/2020	Regular		0.00	18.50	369
<u>1547</u>	Invoice	05/01/2020	OBD Safety & Emis	sions Truck #701	0.00		18.50	
04045			07/11/2020	Dece las		0.00	5 057 00	270
01915	Smith Pump Company, Inc		07/14/2020	Regular		0.00	5,957.00	370
<u>SI017481</u>	Invoice	06/22/2020	EMD Lift Station #1	.0 Pump #1	0.00		5,957.00	
02066	Coostrum		07/14/2020	Pogular		0.00	145.74	271
	Spectrum	00/20/2020		Regular	0.00	0.00		5/1
0027088062020	Invoice	06/20/2020	Internet Service - L	akepointe wwiP	0.00		145.74	
02013	Techline Pipe, LP		07/14/2020	Regular		0.00	3,878.90	372
<u>1102913-00</u>	Invoice	06/10/2020	EMD LS14 Check 2	negulai	0.00	0.00	3,796.30	572
<u>1103302-01</u>	Invoice	06/23/2020	Stock Supplies		0.00		82.60	
02037	The Bridge Group		07/14/2020	Regular		0.00	5,460.00	373
2020-0199	Invoice	06/08/2020	Provence Phase 1,		0.00	0.00	2,380.00	0,0
2020-0200	Invoice	06/08/2020	Rutherford West Se		0.00		140.00	
<u>2020-0201</u>	Invoice	06/08/2020	Sawyer Ranch Phas		0.00		1,260.00	
<u>2020-0202</u>	Invoice	06/08/2020	Seven Oaks Office	•	0.00		140.00	
2020-0203	Invoice	06/08/2020	Signal Hill Commer	cial	0.00		1,120.00	
<u>2020-0204</u>	Invoice	06/08/2020	Spillman Towns		0.00		420.00	
02422			07/11/2020	Dece las		0.00	000.00	274
02133	Tyler Technologies, Inc	/- / /	07/14/2020	Regular		0.00	800.00	374
025-299098	Invoice	05/31/2020	Online Component	Setup	0.00		800.00	
02138	United Site Services of Tex	vas Inc	07/14/2020	Regular		0.00	140.04	375
		-		-	0.00	0.00		575
<u>114-10519427</u>	Invoice	06/19/2020	County Line Pump	StatiOII	0.00		140.04	
02174	Waste Management of Te	xas	07/14/2020	Regular		0.00	919.81	376
0088822-2161-0	Invoice	06/24/2020	Service 7/1/2020 -	•	0.00		919.81	
0000022-2101-0	myolice	50/ 27/ 2020	JCI VICC // 1/2020 -	,, 51, 2020	0.00		J1J.01	
02177	Wastewater Transport Se	rvices, LLC	07/14/2020	Regular		0.00	62,013.63	377
11105198	Invoice	05/01/2020	Lift Station Cleanin	-	0.00		2,880.00	
<u>11105641</u>	Invoice	06/01/2020	Sludge Disposal - La	-	0.00		23,621.25	
111030+1		00,01,2020			0.00		_3,021.23	

спеск керогі						Date Ra	nge: 07/02/202	0-07/31/2
Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	ount Pay	ment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	on	Discount Amount	Payable /	Amount	
11105642	Invoice	06/01/2020	Sludge Disposal - B	ohls WWTP	0.00	23	3,000.00	
11105683	Invoice	06/01/2020	Sludge Disposal - V		0.00	5	5,175.00	
11106042	Invoice	06/20/2020	e .	e - 3717 Broadwinged H	0.00		,060.50	
11106043	Invoice	06/20/2020	Emergency Service		0.00		2,109.38	
11106046	Invoice	06/22/2020	0,	e - 13310 Galleria Cir	0.00		675.00	
		06/23/2020	Lift Station Cleanin		0.00	1	1,800.00	
<u>11106055</u>	Invoice			-			-	
<u>11106056</u>	Invoice	06/23/2020	Lift Station Cleanin	ig - Lakepointe WWTP	0.00	1	,692.50	
00128	AT&T		07/22/2020	Regular		0.00	1,229.45	475
512A1307901430		07/05/2020		e - Consolidated Bill	0.00		1,229.45	
<u>512A1507501450</u>	Invoice	0770372020			0.00	_	1,223.43	
00133	AT&T- Internet		07/22/2020	Regular		0.00	735.94	476
6471535501	Invoice	07/11/2020	Subscriber/Router	-	0.00		735.94	
00132	AT&T Wireless		07/22/2020	Regular		0.00	1,342.49	477
<u>28725747303207</u>	Invoice	07/04/2020	Staff Wireless Expe	ense 2020.07.05 - 2020.	0.00	1	,342.49	
00245	Brenntag Southwest Inc.		07/22/2020	Regular		0.00	698.00	478
BSW220364	Invoice	07/10/2020	Chemicals - Lakepo	pinte WWTP	0.00		416.50	
BSW220365	Invoice	07/10/2020	Chemicals - Bohls V	WWTP	0.00		281.50	
00457	CP&Y		07/22/2020	Regular		0.00	745.00	479
WTCP180007600	Invoice	07/07/2020	Uplands WTP Tride	ent/Office Building & Hi	0.00		745.00	
00481	Dakota Utility Contractors,		07/22/2020	Regular		0.00	4,125.00	480
<u>DU-710847</u>	Invoice	06/22/2020	9011 Zyle Rd 2" HI	DPE	0.00	2	l,125.00	
00640			07/22/2020	Dec. las		0.00	4 624 46	404
00613	Edgestone Automotive	07/04/2020	07/22/2020	Regular		0.00	1,621.16	481
<u>38304</u>	Invoice	07/01/2020	Repairs- Truck #50	8	0.00	1	,621.16	
00679	Ewing Irrigation and Lands	cano Supply	07/22/2020	Regular		0.00	281.14	182
	0 0			0	0.00	0.00	281.14	402
<u>12058476</u>	Invoice	07/07/2020	Replacement Filter	for Irrigation System a	0.00		281.14	
00752	Grainger		07/22/2020	Regular		0.00	1,168.78	483
9573778017	Invoice	06/29/2020	Red Pass Plus Anni	0	0.00	0.00	129.00	
9575128088	Invoice	06/29/2020	Shop Supplies	aarmenibersnip	0.00	1	125.00	
9373120000	Invoice	00/29/2020	Sliph Subblies		0.00	-	1,039.76	
00784	Halff Associates, Inc.		07/22/2020	Regular		0.00	382.50	484
10039168	Invoice	06/28/2020		w-Parten Ranch Ph5	0.00		382.50	
10000100	involce	00/20/2020	Engineering nevier		0.00		302.30	
01413	Master Meter Inc.		07/22/2020	Regular		0.00	1,750.00	485
<u>219731</u>	Invoice	06/17/2020	Harmony Mobile A	nnual Support 1.5K-10	0.00	1	,750.00	
			,				-	
01434	McCoy's Building Supply		07/22/2020	Regular		0.00	62.91	486
7429423	Invoice	05/04/2020	Supplies for Meter	Readers	0.00		62.91	
01582	Odessa Pumps & Equipmer	nt Inc.	07/22/2020	Regular		0.00	119.00	487
<u>630520</u>	Invoice	05/15/2020	Pump Station #7 P	ump #3	0.00		119.00	
02508	Quadient, Inc		07/22/2020	Regular		0.00	40.54	488
<u>2020.07.01</u>	Invoice	07/01/2020	Finance Charges		0.00		40.54	
01707	Deedy Defreek		07/22/2020	Dogular		0.00	270 54	490
01707	Ready Refresh		07/22/2020	Regular		0.00	270.54	489
<u>00G0126896174</u>	Invoice	07/18/2020	Water Delivery & F	Rental Fees	0.00		270.54	
02013	Techline Pipe, LP		07/22/2020	Regular		0.00	181.13	190
		05/01/2020		Regulai	0.00	0.00	175.50	450
<u>1101170-00</u>	Invoice		Stock Supplies					
<u>1102335-00</u>	Invoice	05/01/2020	2.5" FLG Kit		0.00		5.63	
02029	Texas Excavation Safety Sys	stem Inc	07/22/2020	Regular		0.00	820.80	491
		06/30/2020		-	0.00	5.00		
<u>20-13019</u>	Invoice	00/ 30/ 2020	Message Fees - Jur		0.00		820.80	
02037	The Bridge Group		07/22/2020	Regular		0.00	280.00	492
2020-0205	Invoice	07/05/2020	General Administra		0.00		280.00	
2020 0205		0.10012020			0.00		200.00	
02133	Tyler Technologies, Inc		07/22/2020	Regular		0.00	7,687.50	493
			-	-				

Спеск керогс						Date Kall	ge. 07/02/202	0-07/51/2
Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Am	ount Paym	ent Amount	Number
Payable #	Payable Type	Post Date	Payable Description	on	Discount Amount	Payable An	nount	
<u>025-298193</u>	Invoice	05/20/2020	Utility CIS Product	ion Assistance	0.00	1	.87.50	
<u>025-298521</u>	Invoice	05/27/2020	SaaS Utility CIS		0.00	4,9	68.75	
025-298962	Invoice	05/31/2020	Incode Utility CIS		0.00	1,2	18.75	
025-299503	Invoice	06/10/2020	Incode Utility CIS		0.00	2	50.00	
025-300586	Invoice	06/17/2020	Utility CIS		0.00	1,0	62.50	
02137	United Rentals, Inc.		07/22/2020	Regular		0.00	310.00	195
183425478-001	-	06/30/2020		on Training B. McGinn	0.00		.55.00	455
183662541-001	Invoice Invoice	07/08/2020	Confined Space Tra		0.00		.55.00	
183002341-001	IIIVOICE	07/08/2020	commed space in		0.00	1	.55.00	
02143	USA BlueBook		07/22/2020	Regular		0.00	1,175.87	496
<u>268212</u>	Invoice	06/16/2020	Stock Supplies		0.00	3	15.89	
276123	Invoice	06/24/2020	Stock Supplies - W	W	0.00	8	59.98	
02147	Valve Direction LLC		07/22/2020	Regular		0.00	4,783.00	497
1595	Invoice	07/02/2020		es for Replacement ARV	0.00		64.00	
1596	Invoice	07/02/2020	Material for Pump		0.00		79.00	
1598	Invoice	07/07/2020	LS #14 - ARV's for	-	0.00		40.00	
04540			07/00/0000					100
01543	Murfee Engineering Comp	•	07/22/2020	Regular	0.00	0.00	26,753.25	498
<u>42734</u>	Invoice	06/11/2020	1240 Transmissior	i Main CIP Project	0.00	26,7	53.25	
00016	Ace Contractor Supply		07/30/2020	Regular		0.00	379.99	500
<u>116100</u>	Invoice	06/24/2020	Stock Supplies		0.00	3	79.99	
02633	Alcon DTS		07/30/2020	Regular		0.00	312.50	501
<u>13965</u>	Invoice	07/20/2020		ver to Support Remote	0.00		.87.50	501
13966	Invoice	07/24/2020	Support for Admin		0.00		.25.00	
15500	Invoice	0772472020		s i none system	0.00	1	.23.00	
00102	Aqua-Tech Laboratories, I	nc	07/30/2020	Regular		0.00	2,642.00	502
<u>46491</u>	Invoice	07/21/2020	June 2020 Analysis	s - Bohls WWTP	0.00	9	76.00	
<u>46492</u>	Invoice	07/21/2020	June 2020 Analysis	5	0.00	4	50.00	
<u>46493</u>	Invoice	07/21/2020	June 2020 Analysis	5 - Lakepointe WWTP	0.00	1,0	48.00	
<u>46494</u>	Invoice	07/21/2020	June 2020 Analysis	s - WTP	0.00	1	.68.00	
00104	Arbor Car Wash		07/30/2020	Regular		0.00	588.39	504
<u>58</u>	Invoice	06/30/2020		& Lube Services Throug	0.00		88.39	
				0				
00209	Bill Bailey's Signs Corp.		07/30/2020	Regular		0.00	153.00	505
<u>13898</u>	Invoice	07/17/2020	Reflective Tape for	⁻ Equipment	0.00	1	.53.00	
00245	Brenntag Southwest Inc.		07/30/2020	Regular		0.00	6,426.54	506
BSW220760	Invoice	07/10/2020	Chemicals - WTP	0	0.00	5,1	.88.54	
BSW221512	Invoice	07/15/2020	Chemicals - Bohls	WWTP	0.00		16.50	
BSW221513	Invoice	07/15/2020	Chemicals - Lakepo		0.00		21.50	
00000			07/00/0000	De se la s		0.00	6 722 40	507
00308	Carbon Activated Corpora		07/30/2020	Regular	0.00	0.00	6,733.10	507
<u>48351</u>	Invoice	07/15/2020	Activated Carbon V	/irgin Coconut Shell 4x8	0.00	6,7	33.10	
00416	City of Austin		07/30/2020	Regular		0.00	48.03	508
<u>224756762883</u>	Invoice	07/17/2020	Utility Expense	Ū.	0.00		48.03	
00446			07/00/0000					500
00416	City of Austin	07/15/2020	07/30/2020	Regular		0.00	133.64	509
<u>399312560010</u>	Invoice	07/15/2020	Utility Expense		0.00	1	.33.64	
00416	City of Austin		07/30/2020	Regular		0.00	99,334.20	510
<u>071745829383</u>	Invoice	07/13/2020	Utility Expense		0.00	99,3	34.20	
00416			07/20/2020	Deculer		0.00	270 64	F11
00416	City of Austin	07/20/2020	07/30/2020	Regular	0.00	0.00	278.64	511
<u>398706179238</u>	Invoice	07/20/2020	Utility Expense		0.00	2	78.64	
00416	City of Austin		07/30/2020	Regular		0.00	19,719.40	512
718633270572	Invoice	07/16/2020	Utility Expense		0.00	19,7	'19.40	
00447	Co		07/20/2020	Decular		0.00	4 4 2 5 5	F12
00447	Core & Main LP		07/30/2020	Regular		0.00	142.63	513

спеск керот						Date Kalige. 07/	02/2020 - 07/51/20
Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Descript	Payment Type ion	Discount Amount	ount Payment Ar Payable Amount	nount Number
<u>M694653</u>	Invoice	07/20/2020	County Line Supp	lies	0.00	44.63	
<u>M714503</u>	Invoice	07/23/2020	Stock Supplies		0.00	98.00	
00479	D.A.D.'s Lawn Services, LL	C	07/30/2020	Regular		0.00 5,8	320.00 514
20200461	Invoice	07/06/2020		Maintenance - June 202	0.00	5,820.00	
00572			07/20/2020	Desular		0.00	47.00 515
00572	Discount Tire	07/27/2020	07/30/2020 Tiro Dopair - Truo	Regular	0.00	0.00 8 847.00	347.00 515
<u>2868545</u>	Invoice	07/27/2020	Tire Repair - Truc	K #401	0.00	847.00	
00636	Elliott Electric Supply, Inc		07/30/2020	Regular		0.00	23.40 516
<u>120-80203-04</u>	Invoice	07/20/2020	Server Back-Up		0.00	83.56	
<u>51-55643-06</u>	Invoice	06/25/2020	Fiber Run -Infras	tructure for SCADA	0.00	39.84	
00725	Generator Field Services L	LC	07/30/2020	Regular		0.00 8,5	609.60 517
GFS7507	Invoice	07/01/2020	Fuel Service	Ū	0.00	4,530.60	
GFS7558-1	Invoice	06/12/2020	Quarterly Inspect	ions	0.00	3,400.00	
		07/24/2020	Lift Station #15	10115	0.00		
<u>GFS7589</u>	Invoice	07/24/2020	LIIT STATION #15		0.00	579.00	
00752	Grainger		07/30/2020	Regular			807.99 518
<u>9592521737</u>	Invoice	07/16/2020	Misc, Stock		0.00	507.69	
<u>9592736194</u>	Invoice	07/17/2020	Safety Equipment	t	0.00	300.30	
00771	Guardian Industrial Supply	v LLC	07/30/2020	Regular		0.00	96.60 519
<u>065660A</u>	Invoice	07/22/2020	EMD TPS	C C	0.00	696.60	
00825	Hill Country Toyor Collorid		07/20/2020	Pogular		0.00 16,0)28.45 520
August 2020	Hill Country Texas Galleria Invoice	08/01/2020	07/30/2020 Lease Expense	Regular	0.00	16,028.45	128.45 520
August 2020	Invoice	08/01/2020	Lease Expense		0.00	10,028.45	
00842	HydroPro Solutions, LLC		07/30/2020	Regular		0.00 5,9	55.25 521
0016296-IN	Invoice	07/08/2020	2" SS OCT w/No M	MOD (10")	0.00	5,955.25	
01328	Lubrication Engineers		07/30/2020	Regular		0.00 3,2	219.50 522
<u>IN425376</u>	Invoice	06/26/2020	H1 Quinplex Syn I	-	0.00	3,219.50	19.50 522
01424	McColle D. Hilling Council		07/20/2020	Desular		0.00	47.00 522
01434	McCoy's Building Supply	00/10/2020	07/30/2020	Regular			47.09 523
7432978	Invoice	06/19/2020	Bolt Cutter		0.00	31.99	
7433121	Invoice	06/22/2020	Supplies for Falco	nhead	0.00	103.33	
<u>7434091</u>	Invoice	07/07/2020	Help Tree Under	Termite Attack	0.00	11.77	
02514	Polydyne Inc		07/30/2020	Regular		0.00 11,6	53.92 524
<u>1467445</u>	Invoice	07/11/2020	Chemical - WTP		0.00	11,653.92	
01842	SAMCO Leak Detection Se	nvicos Inc	07/30/2020	Regular		0.00 4,5	50.00 525
4126A55	Invoice	07/24/2020		rvey (\$700.00 x 6.5 Line	0.00	,	50.00 525
4120733	molee	0772472020	Leak Detection St	1 vey (\$700.00 x 0.5 Ellie	0.00	4,550.00	
02013	Techline Pipe, LP		07/30/2020	Regular			581.82 526
<u>110330200</u>	Invoice	06/17/2020	Stock Supplies		0.00	5,840.95	
<u>1103780-00</u>	Invoice	07/10/2020	Repair at PS #1 P	#1 Piping	0.00	840.87	
02027	Texas Community Propan	e, Ltd	07/30/2020	Regular		0.00	22.01 528
2020.07.16	Invoice	07/16/2020	Gas Expense 3925	5 Sugarloaf Dr	0.00	22.01	
02037	The Bridge Group		07/30/2020	Regular		0.00 10,2	220.00 529
<u>2020-0206</u>	Invoice	07/05/2020	Misc Projects	negulai	0.00		20100 020
2020-0207	Invoice	07/05/2020	Anthem at Ledge	stone	0.00	140.00	
2020-0207		07/05/2020	Bee Cave Self Sto		0.00	140.00	
	Invoice			-			
2020-0209	Invoice	07/05/2020	Break Water Subo		0.00	140.00	
<u>2020-0210</u>	Invoice	07/05/2020	Firestone at Ledg	estone	0.00	140.00	
<u>2020-0211</u>	Invoice	07/05/2020	Fitzhugh 10		0.00	490.00	
<u>2020-0212</u>	Invoice	07/05/2020	Highpointe Phase		0.00	1,260.00	
2020-0213	Invoice	07/05/2020	Hillside at Spanisł	n Oaks	0.00	980.00	
<u>2020-0214</u>	Invoice	07/05/2020	Ledgestone Comr	mercial	0.00	140.00	
2020-0215	Invoice	07/05/2020	Longleaf at Bee C	ave	0.00	420.00	
2020-0216	Invoice	07/05/2020	McGuire Event Ce	enter	0.00	140.00	
2020-0217	Invoice	07/05/2020	Park at Bee Cave		0.00	980.00	

Спеск керогт					Date Range: 07/02/202	0 - 07/31/2020
Vendor Number	Vendor Name		Payment Date Payment Type	Discount Am	ount Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2020-0218</u>	Invoice	07/05/2020	Parten Ranch Phase 1 Fire Hydrant Extens	0.00	420.00	
2020-0219	Invoice	07/05/2020	Provence Phase1, Section 2	0.00	560.00	
2020-0220	Invoice	07/05/2020	Provence Phase 1, Section 3A	0.00	1,190.00	
<u>2020-0221</u>	Invoice	07/05/2020	Sawyer Ranch Phase 1 - Hwy 290 West	0.00	280.00	
2020-0222	Invoice	07/05/2020	Seven Oaks Office Complex	0.00	140.00	
2020-0223	Invoice	07/05/2020	Signal Hill Commercial	0.00	980.00	
<u>2020-0224</u>	Invoice	07/05/2020	Spillman Towns	0.00	1,540.00	
02133	Tyler Technologies, Inc		07/30/2020 Regular		0.00 17,163.75	532
025-301142	Invoice	06/24/2020	Utility Billing	0.00	6,500.00	
025-301294	Invoice	06/24/2020	Incode Utility CIS	0.00	5,250.00	
025-301861	Invoice	06/30/2020	Insite Transaction Fees	0.00	288.75	
025-302445	Invoice	06/30/2020	Utility CIS Incode Cashiering	0.00	5,125.00	
02125			07/20/2020 Bogular		0.00 1.225.00	522
02135 11539	U.S. Underwater Services, Invoice	07/24/2020	07/30/2020 Regular Elevated Tank ROV Inspection	0.00	0.00 1,225.00 1,225.00	555
<u>11555</u>	Invoice	0772472020		0.00	1,223.00	
02143	USA BlueBook		07/30/2020 Regular		0.00 518.02	534
<u>290363</u>	Invoice	07/09/2020	Water Testing Supplies - Stock	0.00	518.02	
02144	USIC Locating Services, LL	C	07/30/2020 Regular		0.00 3,714.05	535
<u>388302</u>	Invoice	06/30/2020	Locating Services 6/1/2020 - 6/30/2020	0.00	3,714.05	
02179	Waterloo Exteriors & Repa	airs	07/30/2020 Regular		0.00 2,300.00	536
Money Down to	Invoice	07/22/2020	Fence Repair at LS #2	0.00	2,300.00	
01543	M. f. F. i.e. i.e. C.				0.00 174.048.01	527
01543	Murfee Engineering Comp	· · · ·	07/30/2020 Regular	0.00	0.00 174,048.91	537
<u>42729</u>	Invoice	06/11/2020	Sawyer Ranch 1340 Conversion Water Lin	0.00	19,877.50	
<u>42924</u>	Invoice	07/08/2020	Double L Ranch SER	0.00	300.00	
<u>42925</u>	Invoice	07/08/2020	Borgelt Tract SER	0.00	5,162.50	
<u>42926</u>	Invoice	07/08/2020	The Village at Spanish Oaks Interceptor	0.00	2,777.50	
<u>42928</u> 42020	Invoice	07/08/2020	SW Pkwy Exp Ground Storage Tank Design	0.00	4,025.00	
<u>42929</u> 42920	Invoice	07/08/2020	Bohls WWTP Exp Design, Approval & Cons	0.00	6,239.95	
<u>42930</u> 42931	Invoice	07/08/2020 07/08/2020	RWL #2 - Design, Permitting & Const Admi	0.00 0.00	6,465.20 21.12	
42932	Invoice	07/08/2020	RWL #2 - Reimbursables, Easement Nego 1080 Transmission Main Esmts Design, Ap	0.00	10,643.75	
42933	Invoice Invoice	07/08/2020	Hamilton Pool Road Pump Station Conv. &	0.00	432.50	
42934	Invoice	07/08/2020	Zebra Mussels Control System	0.00	9,868.00	
42936	Invoice	07/08/2020	County Line 1340 PS Design, Approval & C	0.00	16,677.50	
42937	Invoice	07/08/2020	HPRPS Ground Storage Tank #2 Design, A	0.00	5,887.50	
42938	Invoice	07/08/2020	Wastewater Solids Management Master P	0.00	3.798.75	
42939	Invoice	07/08/2020	Hatchett's Lawsuit	0.00	1,850.00	
42940	Invoice	07/08/2020	Lift Station 9 Rehab. Design & Constr. Ad	0.00	4,285.00	
42941	Invoice	07/08/2020	General Eng Services FYE 9/30/2020	0.00	12,709.35	
42942	Invoice	07/08/2020	Mapping Services FYE 9/30/2020	0.00	48,142.50	
42943	Invoice	07/08/2020	1240 Transmission Main CIP Project	0.00	3,109.04	
42944	Invoice	07/08/2020	Water Treatment Solids Mgmt Master Pla	0.00	4,821.25	
42945	Invoice	07/08/2020	SW Pkwy PS GST No. 2	0.00	3,880.00	
42947	Invoice	07/08/2020	West Bee Cave PS Upgrades	0.00	450.00	
42948	Invoice	07/08/2020	Fitzhugh Utility Relocation	0.00	2,625.00	
						5570000170
00416	City of Austin	06/18/2020	07/07/2020 Bank Draft	0.00		DFT0000178
<u>540729370530</u>	Invoice	06/18/2020	Utility Expense	0.00	175.34	
00416	City of Austin		07/07/2020 Bank Draft			DFT0000179
<u>398753728722</u>	Invoice	06/17/2020	Utility Expense	0.00	288.38	
00416	City of Austin		07/07/2020 Bank Draft		0.00 69.06	DFT0000180
224042106304	Invoice	06/16/2020	Utility Expense	0.00	69.06	
00439	Comdata Universal Maste	rcard	07/07/2020 Bank Draft		0.00 3,356.07	DFT0000181
UN1P-2020.06	Invoice	07/01/2020	Fuel Charges 6/2/2020 - 7/1/2020	0.00	3,356.07	5110000101
<u>01111 2020.00</u>		5,, 51, 2020		0.00	5,550.07	

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payment Type Payable Description	Discount Amount Discount Amount Payak	ole Amount	
01629 <u>6972-2020.6</u>	Pedernales Invoice	06/06/2020	07/09/2020 Bank Draft Electric Expense- Pump Station 6	0.00 0.00	53.31 53.31	DFT0000182
00416 <u>040875950608</u>	City of Austin Invoice	06/29/2020	07/14/2020 Bank Draft Utility Expense	0.00 0.00	206.56 206.56	DFT0000185
01629 <u>2795 - 2020.07</u>	Pedernales Invoice	07/09/2020	07/30/2020 Bank Draft Electric Charges - Pump Station 7	0.00 0.00	13,069.50 13,069.50	DFT0000194
01629 <u>6972 - 2020.07</u>	Pedernales Invoice	07/09/2020	07/30/2020 Bank Draft Electric Expense - Pump Station 6	0.00 0.00	58.06 58.06	DFT0000195
01629 <u>0950 - 2020.07</u>	Pedernales Invoice	07/09/2020	07/30/2020 Bank Draft Electric Charges - Pump Station 7	0.00 0.00	37.50 37.50	DFT0000196
01629 <u>6270 - 2020.07</u>	Pedernales Invoice	07/09/2020	07/30/2020 Bank Draft Electric Charges - Pump Station 5	0.00 0.00	2,362.15 2,362.15	DFT0000197
01629 <u>5199 - 2020.07</u>	Pedernales Invoice	07/09/2020	07/30/2020 Bank Draft Electric Charges - EST 2	0.00 0.00	70.31 70.31	DFT0000198
02066 <u>0039409060420</u>	Spectrum Invoice	06/04/2020	07/30/2020 Bank Draft Phone Serivce LS #20	0.00 0.00	119.31 119.31	DFT0000199
02066 <u>0070172071320</u>	Spectrum Invoice	07/13/2020	07/30/2020 Bank Draft Internet- Water Plant	0.00 0.00	239.99 239.99	DFT0000200
02066 <u>0039409070420</u>	Spectrum Invoice	07/04/2020	07/30/2020 Bank Draft Phone Serivce LS #20	0.00 0.00	124.49 124.49	DFT0000201
02548 <u>5381 -2020.June</u>	BB&T - Conway Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	494.86 494.86	DFT0000202
00172 <u>4294 -2020.June</u>	BB&T - Gonzales Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	99.00 99.00	DFT0000203
00173 <u>8564 -2020.June</u>	BB&T - Harkrider Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	646.51 646.51	DFT0000204
00174 <u>1073 2020.June</u>	BB&T - Jeffrey Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	173.66 173.66	DFT0000205
00175 <u>4972 -2020.June</u>	BB&T - Main Office 4972 Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	3,065.15 3,065.15	DFT0000206
00178 <u>1099 -2020.June</u>	BB&T - Rendon Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	902.33 902.33	DFT0000207
00179 <u>6961 2020.June</u>	BB&T - Riechers Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	3,136.74 3,136.74	DFT0000208
00182 <u>8145 -2020 June</u>	BB&T - Sifuentes Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	1,786.78 1,786.78	DFT0000209
00183 <u>9968 -2020.June</u>	BB&T - Smith Invoice	07/06/2020	07/30/2020 Bank Draft Credit Card Purchases	0.00 0.00	443.49 443.49	DFT0000210
02604	BB&T - Morgan		07/31/2020 Bank Draft	0.00	3,277.22	DFT0000226

Vendor Number	Vendor Name		Payment Date Payment Type	Discount Amo	ount Payment Amount M	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2165-2020 June</u>	Invoice	07/06/2020	Credit Card Purchases	0.00	3,277.22	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	264	114	0.00	938,718.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	34,255.77
EFT's	2	2	0.00	831,265.81
_	290	140	0.00	1,804,239.84

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	264	114	0.00	938,718.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	34,255.77
EFT's	2	2	0.00	831,265.81
	290	140	0.00	1,804,239.84

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	7/2020	1,804,239.84
			1,804,239.84

ITEM C



Murfee Engineering Company

August 11, 2020

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

Re: 30" Raw Water Transmission Main No. 2 CIP Project Pay Application No. 9 MEC File No. 11051-116

President Roberts and Board:

Attached is the ninth application for partial payment from **Cash Construction Company**, **Inc.** for the above-referenced project. We have reviewed the attached documentation for compliance with the Contract Documents and concur with the items/quantities requested. We, therefore, recommend this application for approval in the amount of **\$1,312,478.10**. Please call if you have any questions or need any additional information.

Sincerely,

Stephen Jones, P.E.

cc: Jennifer Riechers – WTCPUA Jennifer Smith – WTCPUA Dennis Lozano, P.E. – MEC

jriechers@wtcpua.org jsmith@wtcpua.org dlozano@murfee.com

W \WTCPUA\Facilities\Water\RWL 2\Construction Admin\Pay Ap\PA 9-RWTM2-WTCPUA-200811 docx

Construction Progress Report No. 9

Period: July 1, 2020 to: July 31, 2020

Construction of 30" Raw Water Transmission Main No. 2 for West Travis County Public Utility Agency MEC Project No. 11051-116

Contrac	<u>t</u>	
Α.	Contractor:	Cash Construction Company, Inc.
В.	Contract Date:	September 13, 2019
С.	Authorization to Proceed:	October 28, 2019
D.	Calendar Days to Complete the Project:	210
Ε.	Time Extension (in Calendar Days):	90
F.	Completion Date:	August 23, 2020
G.	Contract Time Used (in Calendar Days):	187
١.	Status of Project:	
	The contractor laid all pipe in the ground.	
П.	Change Orders:	
	Additional/upsized bores and tree trimming	; additional construction signage; utility
	conduit added for fiber optic telemetry.	
III.	Completion Report:	
	A. Construction Cost	
	1. Contract Bid Price	\$4,374,565.00
	2. Bid Alternate #1	\$18,000.00
	3. Change Orders	\$377,401.00
	4. Deduct	-\$250.00
	5. Total Estimated Contract Price	4,769,716.00
	as of this Report	
	B. Actual Cost as of this Report	4,570,856.00
	C. Total Paid Contractor	2,801,067.30
	D. Amount Retained at: 10%	457,085.60
	E. Amount Due	1,312,478.10
	F. Estimated Cost Remaining	198,860.00
	G. Percent Construction Complete	95.8%
IV.	Frequency of Observation:	
	A. Field Representation - As Nee	
	B. Engineer Observation - As Nee	ded
V.	Remarks:	
	There are no problems to report at this time	2.

APPLICATION FOR PAYMENT

CONTRACTOR:

CASH CONSTRUCTION COMPANY, INC. 217 KINGSTON LACY BLVD. PFLUGERVILLE, TEXAS 78660 (512) 538-2180 Fax (512) 990-5609

PROJECT NAME: 30" Raw Water Transmission Main No. 2 CASH JOB NO: 901

PROJECT DATE AS OF:	07/30/2020
BILLED TO PAY REQUEST NO .:	9
TOTAL WORK COMPLETED TO DATE	\$4,570,856.00
RETAINAGE:	\$457,085.60
AMOUNT DUE THIS ESTIMATE:	\$4,113,770.40
PREVIOUS BILLINGS:	\$2,801,292.30
CURRENT AMOUNT DUE	\$1,312,478.10

7/24/2020 Date Michael Stevens - Cash Construction

Name:

Sigh

Murfee Engineering Company as Design Engineer

Name: Stephen Jones

West Travis County PUA

Date

Date

2020

Name:

OWNER: West Travis County Public Utility Agency

13215 Bee Cave Parkway, Building B, Suite 110 Bee Cave, Texas 78738

\$4,374,565.00
\$18,000.00
\$377,401.00
-\$250.00
\$4,769,716.00

Rain Days:

11/7/19, 11/8/19, 1/16/20, 1/17/20, 1/22/20, 1/28/20, 2/10/20, 2/11/20, 2/12/20, 2/20/20, 2/21/20, 3/4/20, 3/5/20, 3/9/20, 3/20,20, 3/23/20, 3/30,20, 4/2/20, 4/3/20, 4/6/20, 05/12/20, 05/13/20, 05/16/20, 5/26/20, 5/28/20, 6/20/20, 6/23/20, 6/24/20, 6/26/20, 6/27/20

0:	West Travis County Public Utility Agency 13215 Bee Cave Parkway, Building B, Suite 110		APPLICATION FOR PAYMENT								
	Bee Cave, Texas 78738			30" Raw Water Tra	ansmission	Main No. 2					
			JOB# ESTIMATE #	901 9						THIS ESTIMATE ETED TO DATE	\$1,458,309. \$4,570,856.
ROM:	CASH CONSTRUCTION COMPANY, INC.		DATE	07/30/2020					LESS RETAIN		\$457,085.
	217 KINGSTON LACY BLVD.		ORIG. AMOUNT	\$4,374,565.00					TOTAL DUE TO DATE		\$4,113,770.
	PFLUGERVILLE, TEXAS 78660		REV. AMOUNT RETAINAGE	\$4,769,716.00 10%					PREVIOUS BILLINGS AMOUNT DUE THIS ESTIMATE		\$2,801,292.3 \$1,312,478.1
				1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		10 and	QTY	AMOUNT		Dura Ka	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CONTRACT AMOUNT	UNIT	PREVIOUS QUANTITY	THIS ESTIMATE	THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	COMPLETE
	EROSION/SEDIMENT CONTROLS										
50	SILT FENCE	LF	16,900.00	\$42,250.00	2.50	16,900.00		\$0.00		\$42,250.00	100.0
70	ROCK BERM	LF	120.00	\$3,000.00	25.00	0.00	0.00	\$0.00		\$0.00	0.0
90 110	STABILIZED CONSTRUCTION ENTRANCE	EA SY	9.00	\$18,000.00	2,000.00	9.00	and the second sec	\$0.00		\$18,000.00	100.0
130	LOC RESTORATION / HYDROMULCH SEEDING SOIL RETENTION BLANKET (TRM)	SY	26,600.00 500.00	\$26,600.00 \$1,000.00	1.00 2.00	0.00	0.00	\$0.00 \$0.00		\$0.00 \$0.00	0.0
150	TEMPORARY IRRIGATION SYSTEM	SY	10,000.00	\$3,000.00	0.30	0.00	0.00	\$0.00		\$0.00	0.0
170	TREE PROTECTION	LF	4,500.00	\$13,500.00	3.00	4,500.00		\$0.00		\$13,500.00	100.0
190	REMOVE & REPLACE EXISTING ROCK GABION	LF	20.00	\$16,000.00	800.00	10.00	0.00	\$0.00	10.00	\$8,000.00	50.0
210	DRY STACK ROCK WALL FOR SLOPE STABILIZATION	LF	100.00	\$12,000.00	120.00	0.00	0.00	\$0.00		\$0.00	0.0
230	CRUSHED STONE STABILIZED AREA FOR EROSION CONTROL	SY	500.00	\$10,000.00	20.00	500.00		\$0.00		\$10,000.00	100.0
250	SWPPP COMPLIANCE	LS	1.00	\$2,000.00	2,000.00	1.00	0.00	\$0.00	1.00	\$2,000.00	100.0
	WATER										
310 315	30" DUCTILE IRON WATER MAIN 30" DI RESTRAINED JOINT	LF	8,982.00 2,200.00	\$1,985,022.00 \$1,144,000.00	221.00 520.00	5,600.00	3,382.00 800.00	\$747,422.00 \$416,000.00		\$1,985,022.00 \$1,144,000.00	100.0
320	48" STEEL CASING BY BORE	LF	164.00	\$157,440.00	960.00	1,400.00 164.00	0.00	\$410,000.00	and the second second	\$157,440.00	100.0
330	42" STEEL ENCASEMENT PIPE INSTALLED BY BORING	LF	365.00	\$313,900.00	860.00	365.00	-0.00	\$0.00		\$313,900.00	100.0
350	3 - 3" CPVC CHEMICAL LINES (CHLORINE)	LF	865.00	\$31,140.00	36.00	509.00	356.00	\$12,816.00		\$31,140.00	100.0
370	2 - 1" CPVC CHEMICAL LINES (PERMANGANATE)	LF	1.570.00	\$14,130.00	9.00	1,214.00	356.00	\$3,204.00	1,570.00	\$14,130.00	100.0
390	30" GATE VALVE & BOX	EA	4.00	\$140,000.00	35,000.00	4.00	0.00	\$0.00		\$140,000.00	100.0
410	DRAIN VALVE ASSEMBLY	EA	5.00	\$50,000.00	10,000.00	4.00	1.00	\$10,000.00		\$50,000.00	100.0
430	4" AIR RELEASE/VACUUM VALVE & VAULT	EA	6.00	\$78,000.00	13,000.00	5.00	1.00	\$13,000.00		\$78,000.00	100.0
450 470	FLOW METER ASSEMBLY & VAULT 30" WET CONN AT PUMP HOUSE	EA	1.00	\$45,000.00 \$7,000.00	45,000.00 7.000.00	0.00	1.00	\$45,000.00 \$0.00		\$45,000.00 \$7,000.00	100.0
490	TIE INTO EXISTING 30" RAW WATER MAIN	EA	1.00	\$10,000.00	10,000.00	1.00	0.00	\$0.00		\$10,000.00	100.0
530	CONCRETE RETARD BLOCKS	EA	40.00	\$28,000.00	700.00	40.00	0.00	\$0.00		\$28,000.00	100.0
550	CHEMICAL INJECTION MANHOLE	EA	2.00	\$14,000.00	7,000.00	0.00	2.00	\$14,000.00		\$14,000.00	100.0
570	DISINFECTION AND TESTING	LF	8,982.00	\$8,982.00	1.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0
590	TRENCH SAFETY	LF	8,982.00	\$4,491.00	0.50	5,600.00	3,382.00	\$1,691.00	8,982.00	\$4,491.00	100.0
	MISC										
650	BONDS & INSURANCE	LS	1.00	\$40,000.00	40,000.00	1.00	0.00	\$0.00		\$40,000.00	100.0
670 690	ORANGE CONSTRUCTION FENCE TEMPORARY CHAIN LINK FENCE	LF	18,900.00	\$47,250.00 \$12,060.00	2.50 3.00	18,900.00	0.00	\$0.00		\$47,250.00	100.0
710	REMOVE & REPLACE CONCRETE SIDEWALK	SY	4,020.00 20.00	\$12,060.00	80.00	4,020.00	0.00	\$0.00 \$0.00		\$12,060.00 \$0.00	100.0
730	TEMPORARY BYPASS TRAIL AT SCHOOL SITE	SY	80.00	\$1,600.00	20.00	80.00		\$0.00		\$1,600.00	100.0
750	REMOVE & REPLACE METAL FENCING AT SCHOOL SITE	LS	1.00	\$2,300.00	2,300.00	0.50	0.00	\$0.00		\$1,150.00	50.0
760	REMOVE & REPLACE STONE WALL	LS	1.00	\$5,000.00	5,000.00	0.00	0.00	\$0.00		\$0.00	0.0
810	RESTORATION OF HIKE & BIKE TRAIL (CRUSHED GRANITE)	SY	2,000.00	\$10,000.00	5.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0
830	TRAIL STAIRWAY (5' WIDE REINFORCED CONCRETE)	LS	1.00	\$20,000.00	20,000.00	0.00	0.00	\$0.00		\$0.00	0.0
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	\$5,000.00	5,000.00	1.000		\$0.00		\$5,000.00	100.0
870 890	TREE REMOVAL	EA	23.00	\$25,300.00 \$12,000.00	1,100.00	23.00		\$0.00	23.00	\$25,300.00	100.0
910	SEAL AND STRIPE HOA PARKING LOT COORDINATION WITH POWER COMPANY	LS	1.00	\$1,000.00	12,000.00	0.00	0.00	\$0.00 \$0.00	0.00	\$0.00 \$1,000.00	0.0 100.0
930	TRAFFIC CONTROL	LS	1.00	\$13,000.00	13,000.00	0.50	0.35	\$4,550.00		\$11,050.00	85.0
	DEBUICE										
850	DEDUCT TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	-\$250.00	-250.00	1.000	0.00	\$0.00	1.00	-\$250.00	100.00
	CHANGE ORDER #1						/				

ITEM NO.	DESCRIPTION	UNIT	CONTRACT	CONTRACT	UNIT	PREVIOUS	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT
CO1	ADDITIONAL CULVERT FOR EROSION STABILIZATION	LS	1.00	\$4,800.00	4,800.00	1.00	0.00	\$0.00	1.00	\$4,800.00	100.009
CO1	ADDITIONAL TREE TRIMMING ALONG BEE CAVES ROW	DAY	2.00	\$7,000.00	3,500.00	2.00	0.00	\$0.00	2.00	\$7,000.00	100.009
CO1	ADDITIONAL SIGNAGE PER SIGNAGE PLAN	LS	1.00	\$2,100.00	2,100.00	1.00	0.00	\$0.00	1.00	\$2,100.00	100.00%
CO1	UPSIZE 42" BORE TO 48" BORE	LF	100.00	\$10,000.00	100.00	100.00	0.00	\$0.00	100.00	\$10,000.00	100.009
CO1	ADDITIONAL 48" BORES	LF	60.00	\$57,600.00	960.00	60.00	0.00	\$0.00	60.00	\$57,600.00	100.009
CO1	RESTOCKING FEE OF 25% OF CASTING COST FOR 42" CASING	LS	1.00	\$3,375.00	3,375.00	1.00	0.00	\$0.00	1.00	\$3,375.00	100.009
CO1	ADDITIONAL MOBILIZATION & SET UP FOR 20' BORES	MO	3.00	\$19,500.00	6,500.00	3.00	0.00	\$0.00	3.00	\$19,500.00	100.00%
CO1	ROLL SET UP TO ROLL ADDITIONAL 160 LF OF 48" CASING	LS	1.00	\$6,750.00	6,750.00	1.00	0.00	\$0.00	1.00	\$6,750.00	100.009
CO2	ADDITIONAL 1.5" CONDUIT	LF	11,182.00	\$201,276.00	18.00	504.00	7,882.00	\$141,876.00	8,386.00	\$150,948.00	75.00%
CO2	REPROCESS DITCH FOR CONDUIT	LF	5,000.00	\$65,000.00	13.00	0.00	3,750.00	\$48,750.00	3,750.00	\$48,750.00	75.00%
	ADD BID ALTERNATE #1										
ALT #1	TIE INTO EXISTING 8" RAW WATER LINE AT STA. 92+45	LS	1.00	\$18,000.00	18,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
	TOTAL CONTRACT	r		\$4,769,716.00				\$1,458,309.00		\$4,570,856.00	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project30" Raw Water Transmission Main No. 2Job No.901

On receipt by the signer of this document of a check from <u>West Travis County Public Utility Agency</u> in the sum of <u>\$1,312,478.10</u> payable to <u>Cash Construction Company</u>, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release 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 property of <u>West Travis County Public Utility Agency</u> located at <u>30" Raw Water Transmission Main No. 2</u> to the following extent: <u>Water Transmission Improvements</u>.

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to <u>West Travis County Public Utility Agency</u> 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 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).

7/22/2020 Date

Shawn Ziegler, CFO

Cash Construction Company, Inc.

By

Бу

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this _____ day of _____, 2020.



Notary Public Signature

ITEM D

UTILITY CONVEYANCE AGREEMENT BETWEEN WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND SEVEN OAKS-RE LP (Seven Oaks Office Park)

This Agreement is made and entered into as of the _____ day of ______, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the "**Agency**"), AND **SEVEN OAKS-RE LP** a Deleware limited partnership, whose address is 4643 South Ulster Street, Suite 1500, Denver, Colorado 80237 (herein the "**Seller**").

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, the Seven Oaks Office Park, Seller is presently developing land within the Agency's service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to the Seven Oaks Office Park.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

- 1. <u>Definitions</u>.
 - (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:
 Standard Form Agreement Between Owner and Contractor, between Seven Oaks-RE LP and David E. Harvey Builders, Inc dba Harvey-Cleary Builders, dated March 15, 2019, for the Seven Oaks East Office Building.

(b) Facilities: All water facilities constructed to serve the Seven Oaks Office Park, a development located at 8701 F.M. 2244 in Travis, County Texas and located within the Amended Plat of the Amended Plat of Seven Oaks Section 3, Phase 1, recorded in Instrument Number 201400214 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on <u>Exhibit "A"</u>, attached hereto and incorporated herein for all purposes.

2. <u>Sale and Purchase</u>. Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. <u>Assignment</u>. Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. <u>Representations by Seller</u>. Seller represents to Agency that:

(a) <u>Title</u>. All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) <u>Rights-of-Way, Easements, etc.</u> Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) <u>Additional Easement(s)</u>. All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) <u>Possession</u>. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rightsof-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) <u>Legal Proceedings</u>. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) <u>Known Defects</u>. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) <u>Authorization</u>. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) <u>No Violation of Other Contracts</u>. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

3

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of "record or as-built" drawings, autocad plans, GPS files noting the location of meter boxes, meters, water services, valves, pump stations, and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. <u>Plans and Specifications</u>. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. <u>Expenses</u>. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. <u>Further Assurances</u>. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. <u>Authority to Execute</u>. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. <u>Representations Survive Conveyance</u>. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. <u>Miscellaneous</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By:

Jennifer Riechers General Manager

Date:

THE STATE OF TEXAS	§
	§
COUNTY OF TRAVIS	§

This instrument was acknowledged before me on the ____ day of _____, 2020, by Jennifer Riechers, General Manager of West Travis County Public Utility Agency, on behalf of said Agency.

(Seal)

Notary Public Signature

SELLER

SEVEN OAKS-RE lp

By: _____

Name: _____

STATE OF TEXAS § COUNTY OF ____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, ____ of SEVEN OAKS-RE LP, on behalf of said partnership.

Notary Public, State of Texas

Printed Name: ______ My Commission expires:

EXHIBIT A – The Facilities



ENGINEER'S FINAL **QUANTITY FOR PUBLIC WATER IMPROVEMENTS**

Project: Seven Oaks Office Park Prepared By: **PAPE-DAWSON ENGINEERS, INC.** Quantities From: Overall Water Plan (confirmed by Haegelin Construction Co. on July 7th, 2020) 8701 FM 2244, Austin, Texas 78746 Address:

Jul 27, 2020 Lots: 1

Date:

PUBLIC WATER IMPROVEMENTS (WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY)

ltem			
No.	Description	Quantity	Unit
1	16" x 12" TAPPING SLEEVE AND VALVE	1	EA
2	20" BORE WITH 12" DI	148	LF
3	12" DI 350 WITH FITTINGS	82	LF
4	8" DI 350 WITH FITTINGS	1,847	LF
5	4" DI 350 WITH FITTINGS	25	LF
6	12" MJ GATE VALVE	1	EA
7	8" MJ GATE VALVE	10	EA
8	6" MJ GATE VALVE	6	EA
9	4" DOMESTIC METER ASSEMBLY	2	EA
10	2" AIR RELEASE VALVE ASSEMBLY	1	EA
11	FIRE HYDRANT ASSEMBLY WITH 6" DI LEAD	6	EA
12	1" IRRIGATION METER ASSEMBLY	1	EA
13	2" TYPE 2 COPPER	28	LF

Total Water Improvements

Note 1

Final quantity based on approved overall water plan with COA site development permit SP-2014-0027D.



50889-00_WTR_FINAL QUANTITY



July 7, 2020

Re: Seven Oaks Office Park 8701 FM 2244, Austin TX 78746 SP-2014-0027D Final Cost & Quantities - Public Right of Way or Easement

Please find the below final quantities for the above referenced project:

WATER IMPROVEMENTS	QUANTITY	UNIT
16" x 12" Tapping Sleeve and Valve	1	EA
20" Bore with 12" DI	148	LF
12" DI CL 350 with fittings	82	LF
8" DI CL 350 with fittings	1847	LF
4" DI CL 350 with fittings	25	LF
12" MJ Gate Valve	1	EA
8" MJ Gate Valve	10	EA
6" MJ Gate Valve	6	EA
4" Domestic Meter Assembly	2	EA
2" Air Release Valve	1	EA
Fire Hydrant Assembly with 6" DI Lead	6	EA
1" Irrigation Meter Asssembly	1	EA
2" Type 2 Copper	28	LF
Total Water Improvements		

Total Water Improvements

Sincerely, Haegelin Construction Co., Ltd

Sent Ange ...

Scott Haegelin

AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS	§
	§
COUNTIES OF TRAVIS AND HAYS	§

BEFORE ME, the undersigned authority, on this day personally appeared ______, who, being by me first duly sworn, upon oath says:

"I am the ______ of SEVEN OAKS-RE LP, a Texas partnership, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water facilities and improvements constructed to serve property located within the Agency's service area.

Said facilities and improvements are free and unencumbered, the contractors and subcontractors which installed same have been paid in full therefore, and there are no liens of any nature whatsoever against said facilities."

SELLER SEVEN OAKS-RE LP

By:			
Dy.			

Name:			
iname:			

STATE OF TEXAS COUNTY OF

§ § §

This instrument was acknowledged before me on the _____ day of _____, 2020 by of SEVEN OAKS-RE LP, on behalf of said partnership.

Notary Public, State of Texas

Printed Name: _____ My Commission expires:

ITEM E

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



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

August 20, 2020

DRAFT

Mr. Steven Buffum, P.E. Costello, Inc. 9050 N. Capital of Texas Hwy Bldg. 3, Ste. 390 Austin, TX 78759

Re: Service Availability Cueva 71 WTCPUA Project #71-20-012 Bee Cave, TX 78738

Dear Mr. Buffum:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a proposed mixed-use (residential, commercial) development. Service Availability for 160 LUEs of water are approved and 160 LUEs of wastewater allocation are approved subject to the construction of supplementary wastewater infrastructure by the WTCPUA and the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

- 1. The Developer enters into a Non-Standard Service Agreement with the WTCPUA for 160 LUEs of water service allocation and 160 LUEs of wastewater service allocation within three (3) months of the date of the letter.
- 2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
- 3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
- 4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.

Mr. Steven Buffum, P.E. Page 2 August 20, 2020

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

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

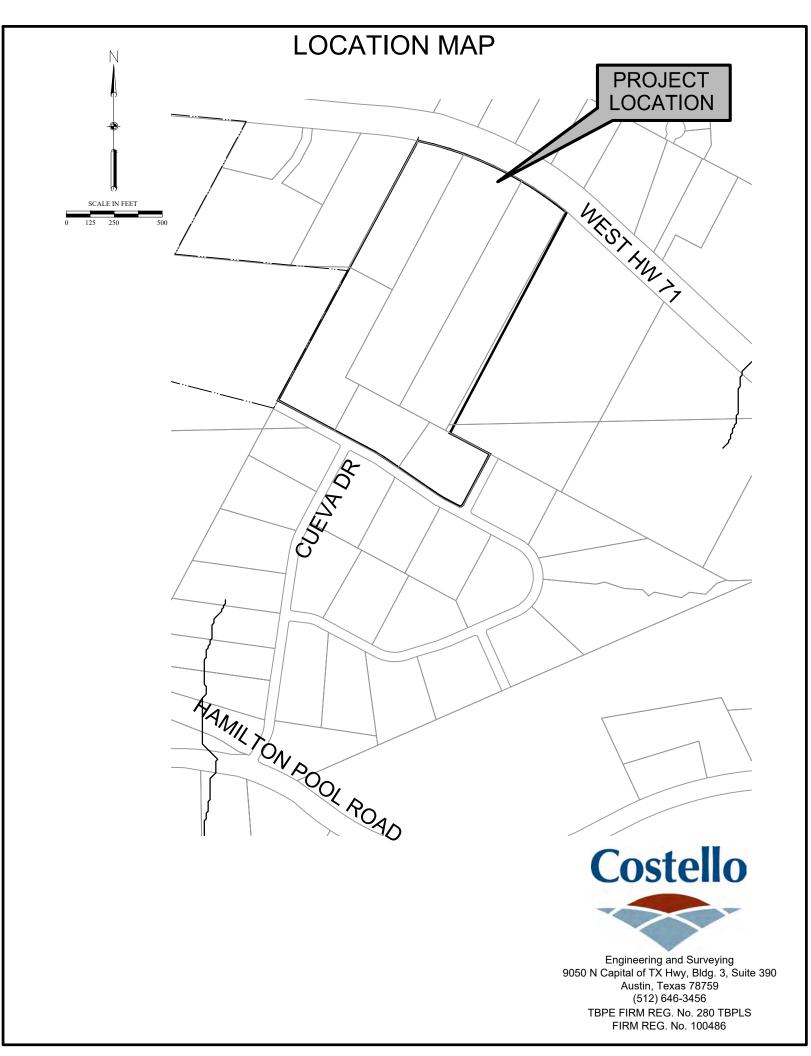
Mr. Steven Buffum, P.E. Page 3 August 20, 2020

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

Sincerely,

Jennifer Riechers General Manager

Cc: Reuben Ramirez Jennifer Smith Keli Kirkley Jennifer Riechers Tricia Altamirano Dennis Lozano, MEC., Inc Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.



ITEM F

AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER AND WASTEWATER SERVICE (CUEVA 71)

This Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (the "Agreement") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and <u>Stone Development Group, LLC</u> ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 35 acres of land within the WTCPUA's water and wastewater service area as shown on the attached <u>Exhibit</u> <u>A</u> (the "Proposed Development"); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

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

the WTCPUA System to the Proposed Development as described on the attached $\underline{Exhibit}$ <u>**B**</u>.

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

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

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

ARTICLE II SERVICE COMMITMENT

<u>Section 2.1</u> <u>WTCPUA to Provide Service</u>. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to <u>160</u> LUEs of retail water service and <u>160</u> LUEs of retail wastewater service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development that collectively exceeds <u>160</u> LUEs water service and <u>160</u> LUEs wastewater service, respectively.

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

ARTICLE III FACILITIES FOR THE PROPOSED DEVELOPMENT

<u>Section 3.1</u> <u>Construction of Facilities</u>. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all onsite and off-site easements necessary for the PUA to own and operate the facilities. This Agreement for retail wastewater service is contingent on the WTCPUA constructing supplementary offsite improvements to meet the retail wastewater demand of <u>160</u> LUE's.

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

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

ARTICLE IV COMMENCEMENT OF SERVICE BY WTCPUA

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

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

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

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

<u>Section 4.2</u> <u>Impact Fees</u>. Developer and/or Retail Customers in the proposed development shall pay water and wastewater Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water and wastewater Impact Fees for a total of <u>160</u> water LUEs and <u>160</u> wastewater LUEs.

<u>Section 4.3.</u> <u>Reservation Fees</u>. Developer shall annually pay Reservation Fees for water and wastewater service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water and wastewater LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the

Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer. Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to <u>160</u> LUEs of water and <u>160</u> LUEs of wastewater have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of $\underline{160}$ LUEs of water service and $\underline{160}$ LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V TERM; DEFAULT

Section 5.1 Term: Termination. This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the <u>160</u> LUEs for which a Retail Customer has not requested water service or <u>160</u> LUEs of wastewater service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 Default.

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

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

ARTICLE VI GENERAL PROVISIONS

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

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

Section 6.3 Notices. Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1)

the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

WTCPUA:	General Manager West Travis County PUA 13215 Bee Cave Parkway Building B, Suite 110 Bee Cave TX 78738
	Email: jriechers@wtcpua.org
Copy to:	Stefanie Albright Lloyd Gosselink Rochelle & Townsend, PC 816 Congress Avenue Suite 1900 Austin, Texas 78701
	Email: salbright@lglawfirm.com
Developer:	
	Email:

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

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

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

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

Section 6.8 <u>Saturday, Sunday, or Legal Holiday</u>. If any date set forth in this Agreement for the performance of any obligation or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be acceptable if performed on the next business day following such Saturday, Sunday or legal

holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

[Signature pages to follow]

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

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY BOARD OF DIRECTORS

By:

Scott Roberts President

Date:	

ATTEST:

By:

Walt Smith Secretary/Treasurer

Date: _____

STONE DEVELOPMENT GROUP, LLC

By:	
Name:	
Title:	
Date:	

ATTEST:

Page 10 of 12

EXHIBIT A

<u>EXHIBIT B</u> DEVELOPER FACILITIES

VI. OLD BUSINESS

ITEM B

71-20-009

West Travis County Public Utility Agency Water and Wastewater Utility Service Extension Request (SER) Form

Please Return To: 13215 Bee Cave Parkway, Building B, Suite #110 Austin, TX 78738

Project Name: Drovence Dhese 2	
Project Name. Provence Phase 2	SER #
Site Address: Hamilton Pool Road and Provence Blvd	Zip: 78738
Legal Lot Block Subdivision Description Prover	nce Phase 2
OR Acres 469 of the	Survey #
Tax Parcel # 109973	ρ
Jim Meredith	fin Macht 4/23
Name of Developer (Type or Print) Joshua F. Henke	Signature of Developer Date Date 4-24-2
Name of Applicant (Type or Print) Signatu (If Different than Developer)	ure of Applicant Date
Joshua F. Henke	Edula 4-24-20
Name of Engineer (Type or Print)	ure of Engineer Date
Unless otherwise indicated, all correspondence shall be	to the following (Commercial Service Only):
Project Name Provence Phase 2	File Number:
Engineer: Joshua F. Henke, P.E.	
Firm: Moody Engineering, Inc.	
Address: 9225 Bee Caves Rd, Austin, TX 78733	
Phone #: 512-502-8333 Fax #:	Email josh@moodyengineering.com
Developer Billing Information	
Project Name Provence Phase 2	File Number:
Name of Owner/Developer: Jim Meredith	
Firm: Masonwood HP, Ltd.	

Fax #:

Phone #: 512-658-9700

Email jim@mwdtx.com

Have you submitted both Water and Wastewater SER's? Yes \square No 🕱 If not, please explain why applicable service is not necessary:

Travis Cowhty MUD #22

Property Description (acres):

469

Proposed Development Intended Use:

No. of units or square footage (ft²)

A	Single Family Residence, Modular Home, Mobile Home	901 (number of units)
В	Duplex	(number of units)
С	Triplex, Fourplex	(number of units)
D	Condominium (Less than or equal to 24 units per acre)	(number of units)
Е	Condominium (Greater than 24 Units per acre)	(number of units)
F	Apartment	(number of units)
G	Hotel or Motel Room	(number of units)
Н	Office	(number of ft ²)
Ι	Office Warehouse	$(number of ft^2)$
J	Retail Shopping Center	<u>1 (6, 30 δ)</u> (number of ft ²)
K	Restaurant, Cafeteria	$20, 400$ (number of seats) $5t^2$
L	Hospital	(number of rooms/beds)
L M	Hospital Assisted Living Center	(number of rooms/beds) (number of rooms/beds)
М	Assisted Living Center	(number of rooms/beds)
M N	Assisted Living Center Church (Worship only)	(number of rooms/beds) (number of seats)
M N O	Assisted Living Center Church (Worship only) Movie Theatre	(number of rooms/beds) (number of seats) (number of seats)
M N O P	Assisted Living Center Church (Worship only) Movie Theatre High School / Middle School	(number of rooms/beds) (number of seats) (number of seats) (number of students)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour 2, 487 gpm; Peak Day 1, 465 gpm Highest (Unsprinkled) Fire Flow Requirement: (500 gpm for 2673 at 20 psi Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for __ hours at _____ psi minimum residual pressure Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): <u>889</u>, gpm "Water Living Unit Equivalents (LUE's): ______ 1/31 "Wastewater Living Unit Equivalents (LUE's): _______ Lowest elevation on the land to be served by the SER: ______ 286___ above mean sea level

Provide Location map, Plat and/or Site Plan as applicable.

^{*}Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

I.

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room

Commercial

Commercial	
Office	1 LUE/3,000 ft ² of floor
Office Warehouse	1 LUE/4,000 ft ² of floor
Retail, Shopping Center	1 LUE/1,660 ft ² of floor
Restaurant, Cafeteria	1 LUE/200 ft ² of floor
Hospital	1 LUE/bed
Rest Home	1 LUE's/2 beds
Church (worship services only)	1 LUE/70 seats
School (includes gym & cafeteria)	1 LUE/13 students

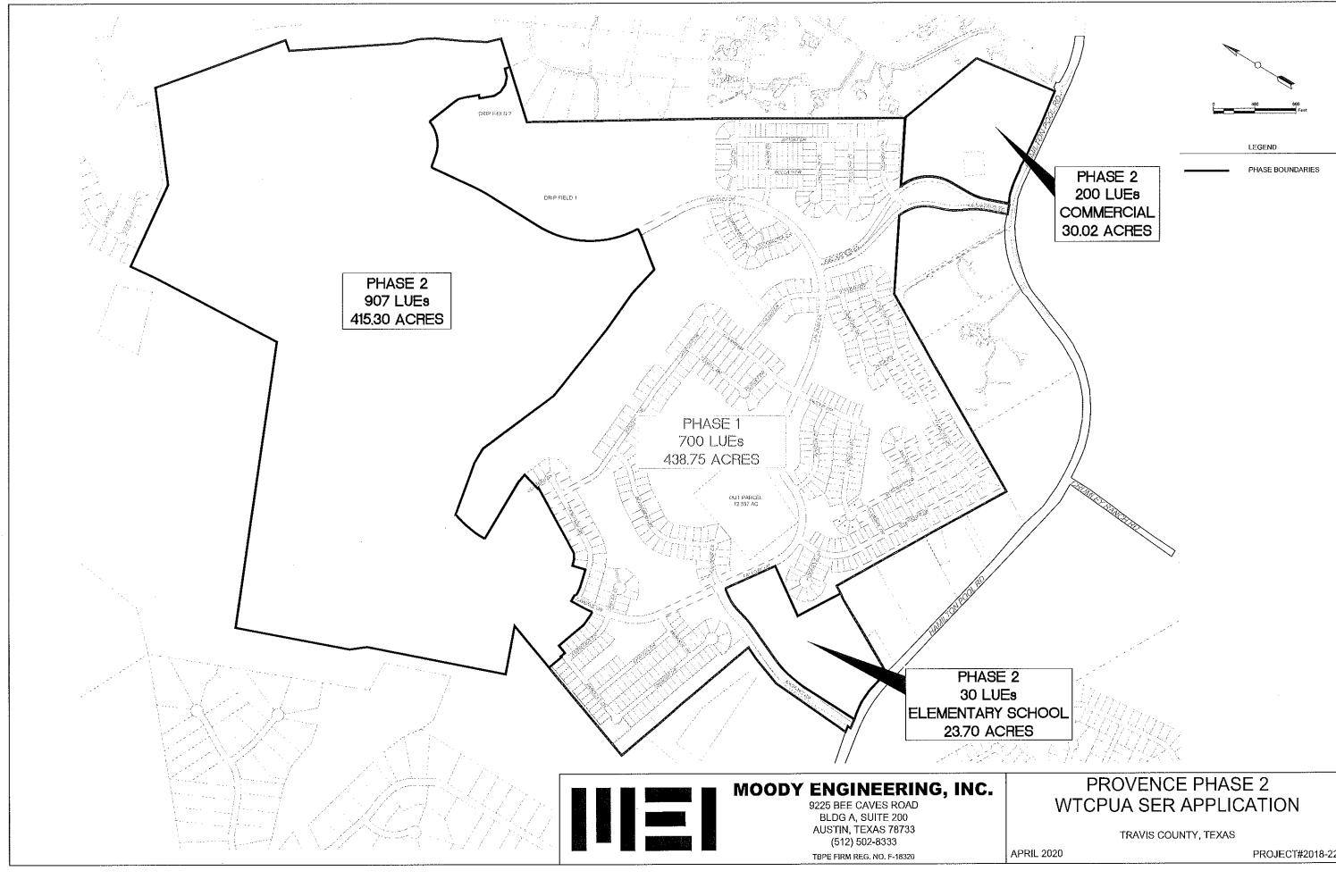
*SER Deposit (Commercial Service):

\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

SER Application Fces:

Non-Refundable Application Fee	\$50 +
LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000



ITEM C

フトネッ-00耳5

West Travis County Public Utility Agency Water and Wastewater Utility Service Extension Request (SER) Form

FEB 28 2020

L

FEB 2 8 2020

Please Return To: 13215 Bee Cave Parkway, Building B, Suite #110 Austin, TX 78738

🛪 Water	Wastewater	o l	Residential Service	久Commercial Service
Project Name:	Haccilton	Canter		SER #
Site Address:	16614 Haur	Hour Pool RD		^{Zip:} 78738
Legal Description	Lot Block	Subdivision		Sec #
OR Acres	54,586 of th	e		Survey #
Tax Parcel #				
Ausu	Realty INC eloper (Type or Print)	·		2/28/2 Date
Name of Dev	eloper (Type or Print)		ignature of Developer	Date
Abold	Salah	Ab	usn	- 2/28/20
	licant (Type or Print)	Signature	of Applicant	Date
(If Differe	nt than Developer)			
Mirza-	Tahir Bais	PÉ		2/28/20 Date
Name of Eng	ineer (Type or Prict)	Signature	of Engineer	Date
Unless others	wise indicated, all cor	respondence shall be to	the following (Commer	cial Service Only):
Project Name		1	File Numb	
Engineer:				
Firm:				
Address:				
Phone #:		Fax #:	Email	
Developer Bi	illing Information			
Project Name			File Numb	ber:
Name of Ow	ner/Developer:			
Firm:				
Address:				
Phone #:		Fax #:	Email	

Have you submitted both Water and Wastewater SER's? Yes \Box No \mathbb{R} If not, please explain why applicable service is not necessary:

Using a septic System

Property Description (acres): 4.506, Reheil, Gastahion

Proposed Development Intended Use:

No. of units or square footage (ft²)

rroho	seu beverpment intended Ose.	tion of annes of square room ge (if)
Α	Single Family Residence, Modular Home, Mobile Home	(number of units)
В	Duplex	(number of units)
С	Triplex, Fourplex	(number of units)
D	Condominium (Less than or equal to 24 units per acre)	(number of units)
Е	Condominium (Greater than 24 Units per acre)	(number of units)
F	Apartment	(number of units)
G	Hotel or Motel Room	(number of units)
Н	Office	(number of ft ²)
Ι	Office Warehouse	$(number of ft^2)$
J	Retail Shopping Center	$20,000$ (number of ft^2)
K	Restaurant, Cafeteria	(number of seats)
L	Hospital	(number of rooms/beds)
M	Assisted Living Center	(number of rooms/beds)
N	Church (Worship only)	(number of seats)
0	Movie Theatre	(number of seats)
Р	High School / Middle School	(number of students)
Q	Elementary School	(number of students)
R	Other (Specify)	(number of)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour _____ gpm; Peak Day _____ gpm Highest (Unsprinkled) Fire Flow Requirement: _____ gpm for _____ at 20 psi Fire Flow rate (with sprinkler reductions if applicable): _____ gpm; for __ hours at ____ psi minimum residual pressure Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): _____ gpm *Water Living Unit Equivalents (LUE's): ______ *Wastewater Living Unit Equivalents (LUE's): ______ Lowest elevation on the land to be served by the SER: ______ above mean sea level

Provide Location map, Plat and/or Site Plan as applicable.

^{*}Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room

Commercial

Office Office Warehouse Retail, Shopping Center Restaurant, Cafeteria Hospital Rest Home Church (worship services only) School (includes gym & cafeteria) 1 LUE/3,000 ft² of floor 1 LUE/4,000 ft² of floor 1 LUE/1,660 ft² of floor 1 LUE/200 ft² of floor 1 LUE/bed 1 LUE's/2 beds 1 LUE/70 seats 1 LUE/13 students

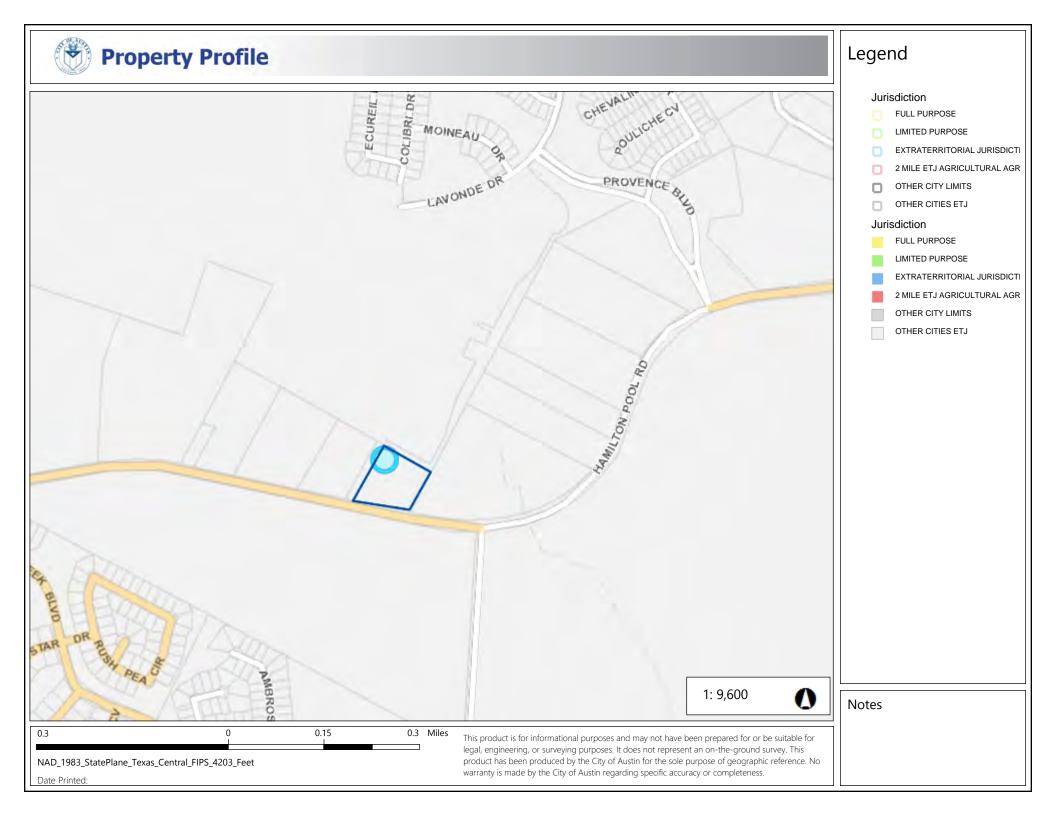
*SER Deposit (Commercial Service):

\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

SER Application Fees:

Non-Refundable Application Fee	\$50 +
LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000



ITEM D

Phone #:

West Travis County Public Utility Agency Water and Wastewater Utility Service Extension Request (SER) Form

RECEIVED

JUL 0 1 2020

Please Return To: 13215 Bee Cave Parkway, Building B, Suite #110 Austin, TX 78738

Water 🗆 Wastewater 🗆 Reside	ential Service 🛛 🛛 Commercial Servic
Project Name: Hamilton Pool Rd.	SER #
Site Address: 17507 Hamilton Pool Road, Austin, TX	^{Zip:} 78738
Legal Lot Block Subdivision Description 1-4 Mason	Sec #
DR Acres of the	/ Survey #
Fax Parcel # 777164	1
NEIL FRANCOIS Mult	re of Developer 6-23. Date
an Roberts, P.E.	4/29/2020
Name of Applicant (Type or Print) Signature of Ap	
(If Different than Developer)	
an Roberts, P.E.	4/20/2020
	4/29/2020
Jame of Engineer (Type or Print) Signature of En	gineer Date
Name of Engineer (Type or Print) Signature of Engineer	gineer Date
	lowing (Commercial Service Only):
	~
Unless otherwise indicated, all correspondence shall be to the fol	lowing (Commercial Service Only):
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd.	lowing (Commercial Service Only):
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn	llowing (Commercial Service Only): File Number:
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn	llowing (Commercial Service Only): File Number:
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn Address: 2600 Via Fortuna, Terrace I, Suite 300, A Phone #: 512-646-2241 Fax #:	Ulowing (Commercial Service Only): File Number: ustin TX 78746
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn Address: 2600 Via Fortuna, Terrace I, Suite 300, A Phone #: 512-646-2241 Fax #: Developer Billing Information	Ulowing (Commercial Service Only): File Number: ustin TX 78746
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn Address: 2600 Via Fortuna, Terrace I, Suite 300, A Phone #: 512-646-2241 Fax #: Developer Billing Information Project Name HAMILTON POUL LD	llowing (Commercial Service Only): File Number: ustin TX 78746 Email ian.roberts@kimley-horn.com
Unless otherwise indicated, all correspondence shall be to the fol Project Name Hamilton Pool Rd. Engineer: Ian Roberts, P.E. Firm: Kimley-Horn Address: 2600 Via Fortuna, Terrace I, Suite 300, A Phone #: 512-646-2241 Fax #: Developer Billing Information	llowing (Commercial Service Only): File Number: ustin TX 78746 Email ian.roberts@kimley-horn.com

Email

Fax #:

512-617-6363

Have you submitted both Water and Wastewater SER's? Yes D No 😿 If not, please explain why applicable service is not necessary:

OSSF TO BE USED FOR WHSTEMATER

Property Description (acres): LOTS F4 BLOCK B MASON SUBDIVISION, VOL 86 POBB URTC, 5.21

Proposed Development Intended Use:

No. of Units for Usage Conversion

Propos	sed Development Intended Ose:	No. of Units for Usage Conversion
Α	Single Family Residence, Modular Home, Mobile Home	(number of units)
В	Duplex	(number of units)
С	Triplex, Fourplex	(number of units)
D	Condominium (Less than or equal to 24 units per acre)	(number of units)
E	Condominium (Greater than 24 Units per acre)	(number of units)
F	Apartment	(number of units)
G	Hotel or Motel Room	(number of units)
Н	Office	(number of ft ²)
	Office Warehouse	<u>54, 15</u> (number of ft ²)
J	Retail Shopping Center	(number of ft ²)
К	Restaurant, Cafeteria	(number of seats)
L	Hospital	(number of rooms/beds)
М	Assisted Living Center	(number of rooms/beds)
N	Church (Worship only)	(number of seats)
0	Movie Theatre	(number of seats)
Р	High School / Middle School	(number of students)
Q	Elementary School	(number of students)
R	Other (Specify)	(number of)

Information for the Proposed Service Extension (Commercial Service):

Water Utility Requirements: Peak Hour 29.6 gpm; Peak Day 17.4 gpm Highest (Unsprinkled) Fire Flow Requirement: 2000 gpm for 24012 at 20 psi
Fire Flow rate (with sprinkler reductions if applicable): gpm; for hours at psi minimum residual pressure
Wastewater Utility Capacity Requirements (Peak Wet Weather Flows with Inflow and Infiltration): <u>///4</u> gpm *Water Living Unit Equivalents (LUE's):
*Wastewater Living Unit Equivalents (LUE's):
[*] Landscape Irrigation Living Unit Equivalents (LUE's): <u>14</u>

Provide Location map, Plat, Site Plan, and/or Landscape Irrigation Plan, as applicable.

^{*}Calculated according to the conversion table on the following page.

LUE Conversions by Use:

Residential

One (1) Single-Family Residence, Modular Home, or Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex, Fourplex, Condominium Unit (6 – 24 Units/Acre)	0.7 LUE's/Unit
One (1) Apartment Unit (24(+) Units/Acre)	0.5 LUE's/Unit
One (1) Hotel or Motel Room	0.5 LUE's/Room
Commence	

Commercial

Office Office Warehouse Retail, Shopping Center Restaurant, Cafeteria Hospital Rest Home Church (worship services only) School (includes gym & cafeteria) LUE/3,000 ft² of floor
 LUE/4,000 ft² of floor
 LUE/1,660 ft² of floor
 LUE/200 ft² of floor
 LUE/bed
 LUE's/2 beds
 LUE/70 seats
 LUE/13 students

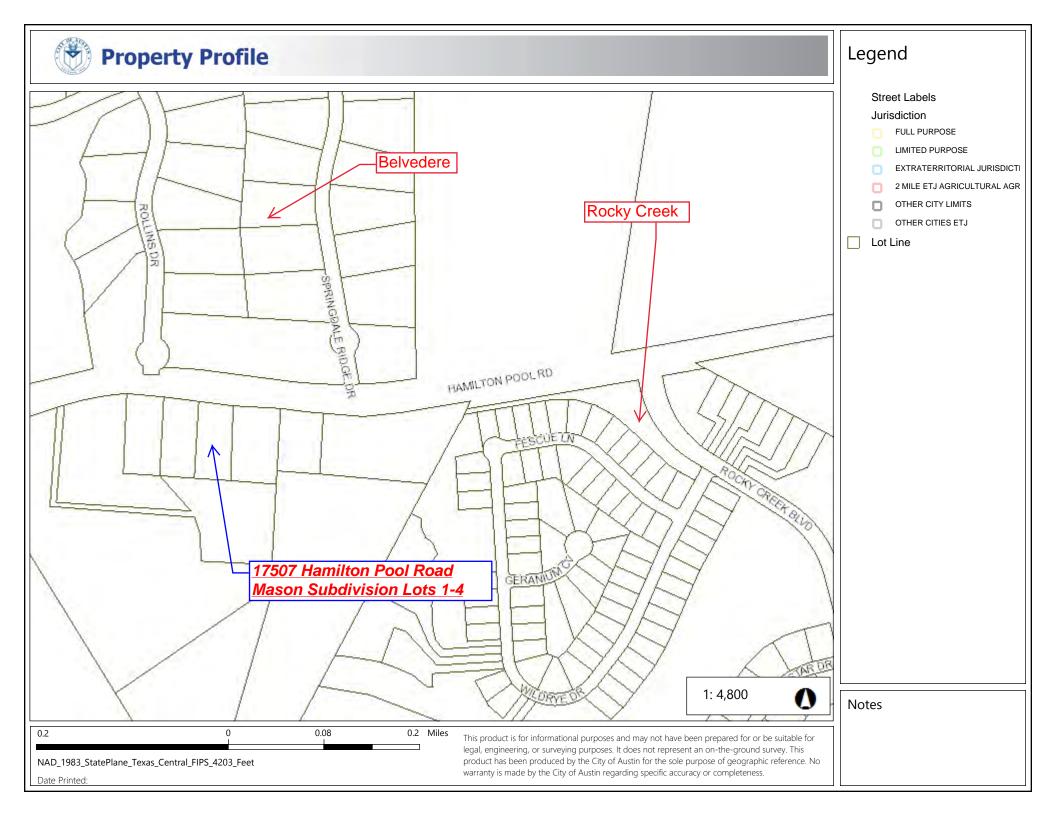
*SER Deposit (Commercial Service):

\$5,000.00 (Minimum or As Required)

*Should depletion of Initial Deposit occur, Supplementary Deposit may be requested from the Applicant to cover Engineering and Legal fees

SER Application Fees:

Non-Refundable Application Fee	\$50 +
LUEs	Base Fee
1-10	\$ 850
11-50	\$ 2,000
51-250	\$ 4,800
251-1,000	\$ 9,500
>1,000	\$19,000



VI. NEW BUSINESS

ITEM A

MODEL CONCEPT FOR WTCPUA WHOLESALE WASTEWATER SERVICE AGREEMENTS TO FACILITATE WATER CONSERVATION AND WASTEWATER REUSE BY WHOLESALE CUSTOMERS

SUMMARY OF CONCEPT:

Incentivize the implementation of wastewater effluent beneficial reuse systems by wholesale water customers for irrigation in order to conserve limited water resources, to ensure potable water is used for beneficial purposes, and to maximize WTCPUA wholesale water revenue stream

BENEFITS:

- 1. Removing irrigation demand from the PUA System.
- 2. Allows for more consistent volume of use and revenues for the PUA system throughout the year by reducing the use of wholesale potable water for seasonal irrigation.
- 3. Reduces seasonal irrigation demand that can stress the PUA's System
- 4. Assist in the stabilization of pressure/volume in PUA transmission mains
- 5. Allows the PUA System capacity formerly used for irrigation to be utilized for nonirrigation purposes. The non-irrigation usage will increase through the winter months when compared to irrigation usage, thus increasing usage revenue to the PUA. The increase in usage revenue creates potential opportunities for the PUA to explore additional incentive programs to wholesale customers.
- 6. Postpone PUA capital improvements by reducing peak water use during peak periods.

CONTRACT TERMS TO BE INCLUDED IN WHOLESALE CONTRACTS

1. The wholesale contract shall identify existing and potential service connections within the wholesale service area that (the "*Designated Reuse Area*") may be furnished treated wastewater effluent for irrigation in lieu of potable water (both existing connections and potential connections). This will include common areas irrigated with potable water, irrigation areas for commercial customers, and other lands that would otherwise be served by a dedicated irrigation meter.

2. The wholesale contract will specify a time period (the "<u>Reuse System Deadline</u>") for implementation of the wastewater reuse system by the wholesale customer. (This may either be a period of years or a number of connections within the wholesale service territory.)

3. Any PUA Connection Fees collected by the wholesale customer within the Reuse Area must be escrowed by the wholesale customer and may only be used to fund costs required for implementation of the beneficial reuse system.

5. The wholesale customer is responsible for funding all costs associated with implementation of the beneficial reuse system in excess of the escrowed fees.

6. The wholesale customer is responsible for securing Chapter 210 beneficial reuse authorization from TCEQ for the reuse system.

7. If the beneficial reuse system has not be completed by the Reuse System Deadline, all escrowed Connection Fees must be tendered to the PUA.

8. The wholesale customer shall connect all potable water meter irrigation connections in the Designated Reuse Area for which Connection Fees have been escrowed to the beneficial reuse system.

9. The wholesale customer may also connect potable water irrigation meter customers for which Connection Fees were previously remitted to the PUA to the reuse system. In such an event, all capacity (LUEs) for which Connection Fees were previously paid shall be available and credited to future potable water connections.

Jennifer Riechers

From:	Tony Corbett <tcorbett@mcleanhowardlaw.com></tcorbett@mcleanhowardlaw.com>	
Sent:	Friday, June 26, 2020 3:07 PM	
То:	Jesse Malone	
Subject:	RE: Headwater MUD - WTCPUA Irrigation Effluent	

Jesse- The City of Dripping Springs has the option to become the retail water service provider within Headwaters MUD. The option is limited to water service only. The City has no authority to provide retail wastewater (sewer) service. The MUD operates the wastewater plant in its sole discretion, and the City has no rights or responsibilities with respect thereto. In the event the MUD decides to institute beneficial reuse projects, it will do so in its sole discretion . The City has to rights or involvement in the wastewater system or the beneficial reuse of treated wastewater.

At some point, it is possible that the MUD may seek to secure wastewater treatment service from a City regional plant in lieu of expansion of the MUD's existing treatment facilities, but no such contract is in place or under discussion at this time.

Tony

Anthony S. Corbett tcorbett@mcleanhowardlaw.com

Barton Oaks Plaza, Building II <u>901 South MoPac Expy</u> | Ste 225 <u>Austin, Texas 78746</u> 512.328.2008 phone 512.799.6405 ccll 512.328.2409 fax <u>www.mcleanhowardlaw.com</u>



CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient of this information, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited.

From: Jesse Malone <jessem@malonewheeler.com> Sent: Friday, June 26, 2020 12:13 PM To: Tony Corbett <tcorbett@mcleanhowardlaw.com> Subject: Headwater MUD - WTCPUA Irrigation Effluent

Tony:

As we discussed the WTCPUA Board requested that the MUD go speak with the City of Dripping Springs to discuss and try to obtain their support for the use of treated effluent for irrigation purposes to offset the costs associated with

connecting to and usage of potable water. Can you please send me an email clarifying if the City of Dripping Springs has any authority over the use of treated effluent within Headwaters MUD. I know there is any agreement somewhere in which the City has the option to take control of the MUD water system and become the retail provider for the water system. I don't believe this same situation applies for wastewater and treated effluent. Please send me an email that I can forward to the WTCPUA Staff and Board Members clarifying the City of Dripping Springs current legal rights with respect to wastewater and treated effluent within the MUD.

Thanks,

MALONE * WHEELER

ENGINEERING | CONSULTING | MANAGEMENT

JESSE B. MALONE, P.E.

C: (512) 608.7564 | O: (512) 899.0601 x.237 F: (512) 899.0655 | E: jessem@malonewheeler.com 5113 Southwest Parkway, Suite 260 | Austin, Texas 78735 Firm No. F-786

DISCLAIMER: This data is authorized "AS IS" without any warranty as to its performance, accuracy, freedom from error, or as to any results generated through its use, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. You assume the entire risk as to the results and performance of the data.

ITEM D

ORDER REGARDING AMENDMENTS TO WHOLESALE WATER AND WASTEWATER RATES

THE STATE OF TEXAS	
	§
COUNTIES OF TRAVIS AND HAYS	§

On August 20, 2020, the Board of Directors of the West Travis County Public Utility Agency (the "*WTCPUA*") met in a regular session, open to the public, after due notice, remotely via videoconference and conference call, in accordance with the Governor's March 16, 2020 proclamation suspending certain Texas Open Meetings Act statutes in response to the current COVID-19 pandemic and statewide disaster declaration, as extended (WTCPUA meetings are typically held at City of Bee Cave, City Hall, 4000 Galleria Parkway, Bee Cave, Texas 78738); whereupon the roll was called of the members of the Board of Directors, to wit:

Scott Roberts	President
Walt Smith	Secretary/Treasurer
John Creveling	Director
Jason Bethke	Director
Clint Garza	Director

All members of the Board were present.

WHEREUPON, among other business conducted by the Board, Director introduced the order set out below and moved its adoption, which motion was seconded by Director ______, and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

"Aye" ____; "No" ____.

The Order thus adopted is as follows:

WHEREAS, the WTCPUA is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave, and West Travis County Municipal Utility District No. 5;

WHEREAS, the WTCPUA owns and operates its water and wastewater systems (the "Systems") that provide water and/or wastewater service in portions of Travis and Hays Counties, Texas;

WHEREAS, in operating the Systems, the WTCPUA in part provides wholesale water and/or wastewater service to its wholesale customers, based upon their respective contracts, as may be amended from time to time; WHEREAS, the WTCPUA's fiscal year ends September 30 of each calendar year;

WHEREAS, the following wholesale contracts contemplate absorption schedules for the growth of their service area, and the base rates for such customers should be revised for the fiscal year 2020-2021:

- 1. Dripping Springs Water Supply Corporation;
- 2. Travis County Municipal Utility District No. 18;
- 3. Hays County Water Control and Improvement District No. 1;
- 4. Hays County Water Control and Improvement District No. 2;
- 5. Lazy Nine Municipal Utility District No. 1A;
- 6. Deer Creek Ranch Water Company;
- 7. Reunion Ranch Water Control and Improvement District;
- 8. Headwaters Municipal Utility District of Hays County;
- 9. Travis County Municipal Utility District No. 12; and
- 10. City of Dripping Springs;

WHEREAS, on August 20, 2020, the WTCPUA Board of Directors, at a public meeting open to the public, considered whether to amend its wholesale water and wastewater rates for such wholesale water and wastewater customers; and

WHEREAS, the Board of Directors of the WTCPUA desires to amend its wholesale water and wastewater rates for such of its wholesale customers, to be effective October 1, 2020, as provided herein.

NOW THEREFORE, it is ordered by the Board of Directors of West Travis County Public Utility Agency that:

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

Section 2: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Dripping Springs Water Supply Corporation shall be \$20,033.35, effective October 1, 2020.

Section 3: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Travis County Municipal Utility District No. 18 shall be \$11,421.10, effective October 1, 2020.

Section 4: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Hays County Water Control and Improvement District No. 1 shall be \$18,877.49, effective October 1, 2020.

Section 5: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Hays County Water Control and Improvement District No. 2 shall be \$25,773.88, effective October 1, 2020.

Section 6: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Lazy Nine Municipal Utility District No. 1A shall be amended to \$33,900.66, effective October 1, 2020; but such rate change does not apply to the Sweetwater subdivision. The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the wholesale water rate for the Sweetwater subdivision shall be \$1,704.66, effective October 1, 2020.

Section 7: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Deer Creek Ranch Water Company shall be \$10,501.92, effective October 1, 2020.

Section 8: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Reunion Ranch Water Control and Improvement District shall be \$11,536.58, effective October 1, 2020.

Section 9: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Travis County Municipal Utility District No. 12 shall be \$67,188.78, effective October 1, 2020.

Section 10: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the Headwaters Municipal Utility District of Hays County shall be \$20,884.40, effective October 1, 2020.

Section 11: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale water rate for the City of Dripping Springs shall be amended as follows:

Discovery Residential – Creek Tract Driftwood Austin LLC: monthly minimum charge shall be \$1,041.54, effective October 1, 2020; and

Creek Tract, Commercial Area, and Driftwood Investments, Inc.: monthly minimum charge shall be \$82.87, effective October 1, 2020;

Section 12: The Board of Directors of the WTCPUA hereby approves, adopts, and orders that the monthly minimum charge for the wholesale wastewater rate for the Travis County Municipal Utility District No. 18 shall be \$28,813.00, effective October 1, 2020.

Section 13: The Agency's General Manager, Engineer, and General Counsel are authorized to take all actions necessary to carry out the purposes of this Order, including, but not limited to, providing notice of the proposed increases to WTCPUA customers and amending the Tariff.

PASSED AND APPROVED this 20^h day of August, 2020.

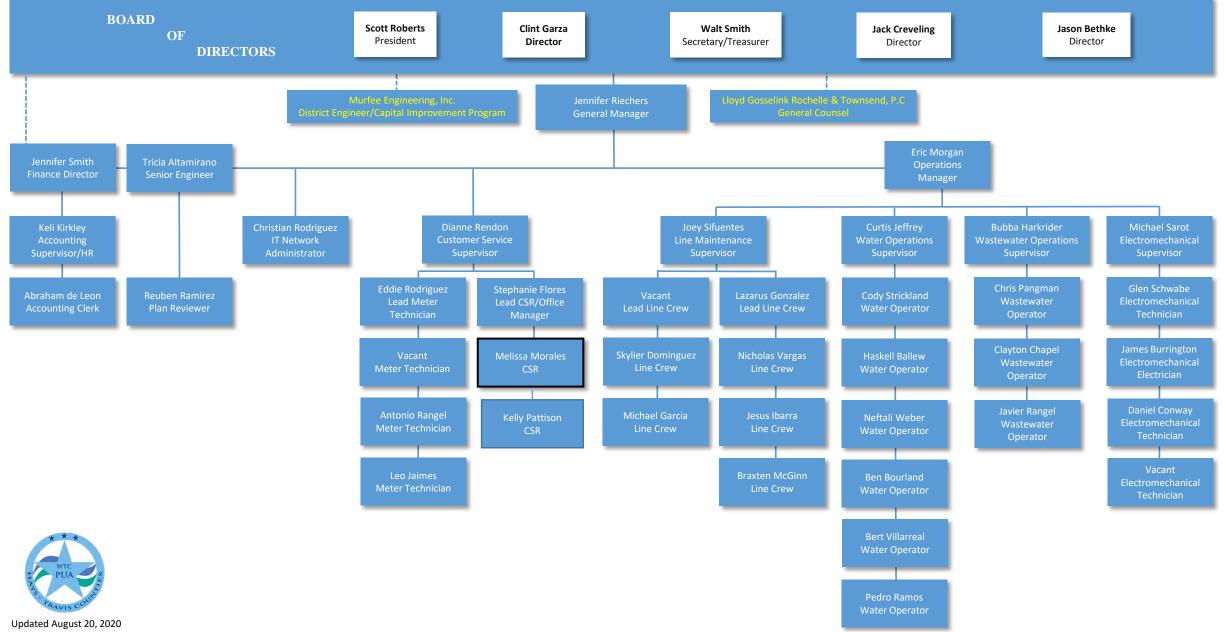
Scott Roberts, President Board of Directors

ATTEST:

Walt Smith, Secretary Board of Directors

ITEM E

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



40 positions

ITEM F

ITEM G

West Travis County Public Utility Agency

Administrative Financial Policies August 20, 2020

Purchasing

The West Travis County Public Utility Agency (Agency) establishes the following purchasing policy to ensure cost effective and efficient procurement of goods and services.

Before any purchases are made the General Manager or his/her designees shall ensure that, per the Agency's Budgeting Policy, proposed purchases are in accordance with approved budget line items. In all purchases, efforts should be made to obtain the best pricing and value for the Agency.

For contracts or purchases for goods, including equipment, materials and machinery over \$75,000, the Board shall require competitive sealed bids, advertise the letting of the contract or purchase, including the general conditions, time, and place of opening of sealed bids. Board approval is required before execution of any contracts.

For contracts or purchases for goods, including equipment, materials, and machinery over \$25,000 but not more than \$75,000, the Agency shall solicit written competitive quotes on uniform written specifications from at least three vendors. Board approval is required before execution of any contracts.

For contracts or purchases for goods, including equipment, materials, and machinery of not more than \$25,000, the Agency is not required to advertise or seek competitive bids or quotes. The General Manager shall have the authority to make purchases of not more than \$25,000 without prior Board approval, provided purchases are made in accordance with the Agency's Budgeting Policy.

Purchase orders shall be required for purchases of goods or services greater than \$10,000 unless prior approval is obtained from the Agency's General Manager.

The above contract provisions do not apply to:

(1) Equipment, materials, or machinery purchased by the Agency at an auction that is open to the public.

(2) Contracts for personal or professional services or for a utility service operator.

(3) Contracts for services or property for which there is only one source or for which it is otherwise impracticable to obtain competition.

(4) High technology procurements.

(5) Contracts for the purchase of electricity for use by the Agency.

(6) Contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.

(7) Purchases made through Buy Boards or similar purchasing cooperatives.

If changes in plans or specifications are necessary after the performance of a contract is begun, or if it is necessary to decrease or increase the quantity of the work to be performed or of the materials, equipment, or supplies to be furnished, change orders shall be approved as follows:

The General Manager or his/her designee shall have the authority to approve a change order that involves an increase or decrease of \$25,000 or less or less than 25% of the original contract price without prior Board approval. Change orders of more than \$25,000 or more than 25% of the original contract price shall require prior Board approval.

The Agency is not required to advertise or seek competitive bids for the repair of Agency facilities if the scope or extent of the repair work cannot be readily ascertained or if the nature of the repair work does not readily lend itself to competitive bidding.

The Agency is not required to advertise or seek competitive bids for security or surveillance systems or components of or additions to Agency facilities relating to security or surveillance, including systems used for the prevention of terrorist or criminal acts and incidents or acts of war, if the Board finds that doing so would compromise the safety and security of Agency facilities or residents.

If the Agency experiences an emergency condition that may create a serious health hazard or unreasonable economic loss to the Agency that requires immediate corrective action, the General Manager may negotiate limited duration contracts or make purchases without competitive bidding or obtaining three quotes to remedy the condition. The General Manager shall notify the Board promptly of the emergency and submit to the Board details describing the specific serious health hazard or unreasonable economic loss as soon as practicable following the issuance of the contracts. Whenever possible, the General Manager should obtain prior approval of the Board before authorizing the contract or purchases, but failure to obtain prior approval shall not void the contract or purchases.

Agency Management staff, as designated by the General Manager, shall have the authority to purchase goods or services up to \$5,000 without prior General Manager approval. The Operations Manager shall have the authority to purchase goods or services up to \$10,000 without prior General Manager approval. Purchases may be made by purchase order or credit card.

Agency Supervisory staff, as designated by the General Manager, shall have the authority to purchase goods or services up to \$2,500 without prior Agency Management staff approval and up

to \$5,000 with prior Agency Management staff approval. Purchases may be made by purchase order or credit card.

Credit cards will only be issued to staff as approved by the General Manager. For all purchases made by credit card pursuant to this Purchasing Policy, receipts shall be provided to the Finance Director or designee as soon as practicable following the purchase.

The General Manager or Finance Director may authorize the execution of revolving credit card or purchasing accounts for the purchase of regularly needed goods, materials, services, inventory or supplies per line item budget limits. Items include but are not limited to:

- a. Chemicals.
- b. Utilities.
- c. Meters.
- d. Tools and field supplies.
- e. Office supplies.
- f. Janitorial services.
- g. Repair parts.

The General Manager or Management designees shall have the authority to approve recurring purchases of regularly needed goods, materials, services, inventory or supplies per purchasing policy guidelines and line item budget limits without prior Board approval.

In selecting attorneys, engineers, auditors, financial advisors, or other professional consultants, the Agency shall follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act). Specifically, the Agency may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) On the basis of demonstrated competence and qualifications to perform the services.

(2) For a fair and reasonable price.

(3) The professional fees under the contract may not exceed any maximum provided by law.

A contract for technical, scientific, legal, fiscal, or other professional services must be approved by the Board unless specifically delegated by Board action. The terms and conditions of such a contract, including the terms for payment, are subject to the decision of the Board unless specifically delegated by Board action.

The General Manager or Finance Director may sign checks, execute electronic payments, or authorize payments through the Agency's online payment software for purchases equal to or less than the \$25,000 General Manager purchasing threshold in this Policy.

The General Manager or Finance Director may sign checks, execute electronic payments, or authorize payments through the Agency's online payment software for purchases above the \$25,000 General Manager purchasing threshold in this Policy only after Board approval has been obtained. This \$25,000 check signing threshold may be exceeded for emergency conditions as outlined in this Purchasing Policy or for recurring purchases of regularly needed goods, materials, services, inventory or supplies per purchasing policy guidelines and line item budget limits.

The Finance Director is authorized to make inter-fund transfers between Agency bank accounts and execute wire transfers or electronic payments for bond payments, investment policy transactions or equivalent distributions.

A check register detailing all payments made by the Agency and all invoices for purchases which require Board approval, and other invoices requested by the Board, will be provided to the Board at the next regularly scheduled Board meeting. Payments requiring Board approval shall be included on the consent agenda for such approval.

Budgeting

The West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent annual budgeting and spending of Agency funds. The intent of this policy is to properly safeguard the financial position of the Agency, establish annual budgeting procedures and develop annual spending guidelines. Furthermore, this policy clarifies the Agency's formal position as to the preparation, adoption, application, and control of the annual budget.

The Agency's annual budget outlines financial resources required to execute the Agency's mission and vision and policies of the Board of Directors. The budget is used as a tool for managing dayto-day financial decision making, directing spending priorities, measuring performance, longrange financial planning, and controlling financial resources. The budget also provides a set of assumptions for annual rate-setting activities.

The Agency maintains annual budgets for the following funds:

- 1. General Operating Fund.
- 2. Debt Service Fund.
- 3. Facilities Fund.
- 4. Impact Fee Fund(s).
- 5. Capital Projects Fund.

By law, the Agency is only required to maintain budgets for the General Operating Fund and Impact Fee Fund(s).

In adopting its annual budget, the Agency's Board of Directors shall:

- 1. Ensure the budget allocates resources to the programs and services that generate the greatest benefits to the Agency's customers and result in the incremental benefit being greater than the incremental cost.
- 2 Ensure budgeted expenditures are reasonable and necessary for carrying out the Agency's

duties.

- 3. Conform to all laws in the State of Texas as they relate to the adoption, amendment, and control of the budget.
- 4. Ensure that annual revenues meet or exceed annual expenses and that required fund balances are met per Board policies and bond covenants.

The budget serves as an operational guideline to Agency staff and sets spending limitations for the entire budget, fund, and *major* individual account line items.

The following guidelines shall be followed for authorization of spending by the Agency:

- 1. Spending beyond the entire annual budget or more than twenty percent (20%) of a budgeted *major* individual account line item is prohibited without a formal budget amendment adopted by the Agency's Board of Directors, with the exception of emergency situations as defined in the Agency's Purchasing Policy. A major individual account line item is defined as an account having a \$100,000 budget or more. The Finance Director shall have flexible budgeting authority to transfer funds between individual accounts provided that the entire annual budget is not exceeded.
- 2. Spending within all budget accounts shall be in accordance with the approved Purchasing Policy. The General Manager or his/her designee shall ensure that purchases identify the goods or services to be obtained, fees to be charged for said goods or services, the budgetary account item under which the work is to be performed, and confirmation that appropriate funds exist within the budgeted account(s). A record of the purchase shall be provided to the Agency's Finance Director or designee so that spending can be recorded within the appropriate budget account.
- 3. To ensure appropriate bookkeeping for each budgeted account, all invoices submitted by the Agency's vendors must provide a description of the goods or services obtained and line item and total pricing. Any invoice which does not provide this information will not be paid until said information has been provided.
- 4. Use of any funds specifically referenced in Resolutions authorizing the issuance of any Agency bonds must comply with all restrictions imposed by Agency bond covenants.
- 5. Purchases of property, plant, or equipment worth \$10,000 or more, and with a useful life of greater than 5 years shall be capitalized and added to assets on the Agency's statement of net position, and be subject to depreciation for the duration of the asset's useful life. All other property, plant, or equipment below \$10,000 shall be expensed in the Agency's General Operating Fund Budget or other Fund as appropriate.

Fund Balances

General Operating Fund

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the General Operating Fund balance, which is also referenced as the Agency's Revenue Fund. This policy was established to properly safeguard the financial position of the Agency against unforeseen financial disruption, to position the Agency to take financial advantage of opportunities to secure needed land or infrastructure at the lowest possible cost and to relieve the Agency of the future financial burden of having to finance day-to-day operations with borrowed capital.

Policy: The Agency will seek to maintain a General Operating Fund balance in an amount equivalent to at least six (6) months of operating and maintenance expenses based upon the current year budget or the prior year actual costs, whichever is greater.

To the extent that the Agency at any time falls below this policy minimum, the Agency General Manager will be required to present a plan to the Board for restoring such reserves to the amount required under this policy. The General Manager will be required to present any plan to restore reserves to the required policy minimum no later than the date of adoption of the budget for the year immediately following any failure to maintain the required level of reserves. The plan shall establish recommendations which will restore the General Operating Fund Balance to the minimum required amount prior to the close of the following fiscal year.

Rate Stabilization Fund

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the Rate Stabilization Fund balance. This policy was established to comply with requirements set forth in bond covenants.

Policy: The Agency may use funds deposited for any lawful purpose, including capital additions and improvements to the System and to enable the Agency to manage rates and charges recommended pursuant to the Participant Agreement; provided, however, that such funds shall be used in the following order of priority:

- (1) For funding of operations and maintenance reserves, in accordance with Prudent Utility Practice, and payment of principal and interest on the Bonds;
- (2) For redemption or defeasance of outstanding Bonds, if economically advantageous in the discretion of the Board of Directors; and
- (3) For transfer to the Facilities Fund for payment of costs of any capital additions and improvements to the System.

Facilities Fund

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the Facilities Fund balance. This policy was established to properly safeguard the financial position of the Agency against unforeseen financial disruption, to position the Agency to take financial advantage of opportunities to secure needed land or infrastructure at the lowest possible cost, to maintain funds to allow the Agency to cash fund capital or facility projects and/or have the funds available for capital improvements which are not otherwise funded with borrowed capital.

Policy: The Agency will seek to transfer into the Facilities Fund from General Operating Fund an amount equivalent to at least \$1,000,000 per year until such time as the Facilities Fund balance is equivalent to 10% of the original booked cost of the Agency's assets.

Facilities Fund monies may be utilized to fund solely capital projects.

Facilities Fund monies may be utilized to fund capital or facility projects, capital or facility improvements, capital expenditures, or rehabilitation or major repair projects for Agency facility or fleet assets.

To the extent that Facilities Fund contributions are accumulated through times coverage requirements collected from wholesale customers, Facilities Fund contributions may be utilized solely for regional projects that benefit wholesale customers, to the extent that contributions can be reasonably quantified.

Debt Service Fund

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the Debt Service Fund balance, which is also referenced as the Agency's Bond Fund. This policy was established to properly safeguard the financial position of the Agency against unforeseen financial disruption, and to comply with bond covenants.

Policy: The Agency will seek to maintain a Debt Service Fund balance in an amount equivalent to six (6) months interest, so long as the said balance never exceeds maximum balance requirements set forth by the IRS. The Agency will accumulate this balance within three (3) years of a change to the required balance amount. The Agency will maintain a Debt Service Fund balance in an amount equivalent to 100% of the amount required to fully pay the interest on and the principal of the Bond obligations next coming due and payable prior to the next due date. Additionally, the Agency will accumulate and maintain a reserve for the payment of Bond obligations equal to the Average Annual Debt Service Requirements calculated on a fiscal year basis. This required reserve shall be used solely for the payment of the principal of and interest on the Bonds, when and to the extent other funds available for such purposes are insufficient, and in addition, may be used to retire the last stated maturity or interest on any Bond obligation.

To the extent that the Agency at any time falls below this policy minimum, the General Manager will be required to present a plan to the Board for restoring such balance to the amount required under this policy. The General Manager will be required to present any plan to restore reserves to the required policy minimum no later than the date of adoption of the budget for the year immediately following any failure to maintain the required minimum balance. The plan shall establish recommendations which will restore the Debt Service Fund Balance to the minimum required amount within three (3) years.

Capital Projects Fund

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the Capital Projects Fund balance. This policy was established to ensure the proper use of bond proceeds and impact fee funds transferred from the Impact Fee Fund(s).

Policy: The Agency will maintain a Capital Projects Fund to account for the use of bond proceeds

and impact fee funds transferred from the Impact Fee Fund(s). All funds shall be used solely to pay for capital improvements and additions to the System and for developer reimbursement requirements. Any proceeds of the Bonds not used for these purposes shall be transferred to the Debt Service Fund to pay principal and interest on the Bonds.

Impact Fee Fund(s)

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent maintenance of the Impact Fee Fund(s) balance(s). This policy was established to ensure the proper use of impact fee funds collected by the Agency.

Policy: Existing and future impact fees collected may be used for the following purposes:

- 1. Pursuant to Texas Local Government Code (TLGC) § 395.024(c), impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.
- 2. Impact fee funds may be used to:
 - a) Pay principal and interest on bonded debt for Board approved capital improvement plan (CIP) projects,
 - b) Cash fund up to a maximum of \$10 million per year for CIP projects, and
 - c) For redemption or defeasance of bonded debt issued to fund CIP projects.

A minimum fund balance of \$15 million shall be maintained in the Impact Fee Fund(s).

Use of Times Coverage Monies

West Travis County Public Utility Agency (Agency) establishes the following policy concerning the prudent utilization of funds collected by the Agency to meet times coverage requirements as may be required by the Agency's bond covenants. This policy was established to properly designate appropriate use of these monies to ensure fairness and equity among the Agency's rate payers.

To the extent times coverage requirements are met through the collection of impact fees, said monies shall be utilized solely for purposes as outlined within Chapter 395 of the Local Government Code and in accordance with the Impact Fee Fund(s) Balance policy.

Times coverage requirements met through the collection of rates and fees other than impact fees, shall be used in the following order:

- (1) To meet General Operating Fund minimum balance requirements.
- (2) To meet Debt Service Fund minimum balance requirements.
- (3) To meet Facilities Fund annual contribution requirements.
- (4) To fund developer reimbursement requirements which are not otherwise funded through other rates, fees, or charges or through other designated Agency Funds. Times coverage funds collected from wholesale customers may not be used for this purpose.

(5) To cash fund capital projects or build additional reserve funds as deemed necessary by the Agency's Board of Directors.

Investments

West Travis County Public Utility Agency (Agency) establishes the Financial Investment Policy (Attachment A) to ensure Agency funds will be invested in compliance with applicable legal requirements, to set guidelines and investment strategies, to ensure compliance with the restrictions contained in the Agency's bond resolutions. Effective cash management is recognized as a foundation of this Policy.

ATTACHMENT A

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

FINANCIAL INVESTMENT POLICY

Adopted March 1, 2012 Revised September 21, 2017 Revised September 19, 2019

ARTICLE I

DEFINITIONS

- 1.01. <u>Agency</u>. "Agency" means West Travis County Public Agency.
- 1.02. <u>Agency Official</u>. "Agency Official" means Agency Director, Officer, Employee or Investment Officer.
- 1.03. <u>Board</u>. "Board" means the Board of Directors of the Agency.
- 1.04. <u>Business Entity</u>. "Business Entity" means a sole proprietorship, partnership, firm corporation, holding company, joint stock company, receivership, trust or any other entity recognized by law through which business is conducted.
- 1.05. <u>Director</u>. "Director" means a person elected or appointed to serve on the Board of Directors of the Agency.
- 1.06. <u>Employee</u>. "Employee" means a person or Business Entity working for or on behalf of the Agency, including any consultant providing services as an independent contractor.
- 1.07. <u>Investment Officer</u>. "Investment Officer" means a person or persons appointed by the Board to handle Agency investments.
- 1.08. <u>Officer</u>. "Officer" means an elected or appointed officer of the Agency, including an Investment Officer.
- 1.09. <u>Pledged Revenue</u>. "Pledged Revenue" means money pledged to the payment of or as security for: (1) bonds or other indebtedness issued by the Agency; (2) obligations under a lease, installment sale, or other agreement of the Agency; or (3) certificate of participation in a debt obligation described by Section 1.09(1) or Section 1.09(2).
- 1.10 <u>Professional Services Procurement Act</u>. "Professional Services Procurement Act" means Subchapter A, Chapter 2254, Texas Government Code, as amended from time to time.
- 1.11. Public Funds Investment Act. "Public Funds Investment Act" means Chapter 2256, Texas

Government Code, as amended from time to time.

1.12. <u>Public Funds Collateral Act</u>. "Public Funds Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.

ARTICLE II

INVESTMENT POLICY

- 2.01. <u>Scope</u>. This Policy applies to all transactions involving the investment assets of the Agency.
- 2.02. <u>Policy</u>. Agency funds will be invested in compliance with applicable legal requirements, the guidelines stated in this Policy, each Agency Investment Strategy set forth on the attached <u>Exhibit B</u>, and the restrictions contained in the Agency's bond resolutions. Effective cash management is recognized as a foundation of this Policy. Notwithstanding the foregoing, investment of Agency funds is limited to the types of investments set forth on the attached <u>Exhibit A</u>.
- 2.03. <u>Allowable Maturities</u>. Unless otherwise stated in <u>Exhibit A</u>, the maximum allowable stated maturity of any individual investment may not exceed five years. Settlement of all transactions, other than investments in investment pool funds and mutual funds, must be consummated on a delivery versus payment basis.
- 2.04. <u>Investment Objectives</u>. The Agency's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. In addition, the portfolio will be managed in accordance with the covenants of the Agency's bond resolutions, including covenants with respect to the arbitrage regulations under the U.S. Internal Revenue Code. Consideration will be given to the following objectives:
 - A. <u>Safety of capital</u>: The primary objective of the Agency is to ensure the preservation and safety of principal.
 - B. <u>Liquidity</u>: The Agency will maintain sufficient liquidity to ensure the availability of funds necessary to pay obligations as they become due.
 - C. <u>Return on investment</u>: The Agency will seek to optimize return on investments within the constraints of safety and liquidity.
 - D. <u>Standard of Care</u>: The Agency will seek to ensure that all persons involved in the investment process act responsibly in the preservation of Agency capital. Agency investments will be made with the exercise of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and

intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Agency shall also follow the investment objectives found in the Investment Strategy set forth on the attached <u>Exhibit B</u>.

- 2.05. <u>Investment Officer(s)</u>; <u>Quarterly Report</u>. Purchases and sales of Agency investments may only be initiated by the Investment Officers appointed by resolution of the Board. Any Agency's Investment Officer will be required to attend training, in compliance with the Public Funds Investment Act, from an independent source approved by the Board that includes education in investment controls, security rights, strategy rights, market rights, and compliance with the Public Funds Investment Act. The Board may authorize the Investment Officers to invest and reinvest funds of the Agency in accordance with this Policy. The Investment Officers must submit a written report to the Board on at least a quarterly basis, which sets forth all investment transactions during the previous quarter, and which complies with the requirements of the Public Funds Investment Act.
- 2.06. <u>Acknowledgement Required</u>. Any business that desires to sell investments to the Agency must be given a copy of this Policy, and a principal of the Business Entity must execute a written instrument stating that he or she:
 - A. Has received and thoroughly reviewed this Policy; and
 - B. Acknowledges that his or her organization has implemented reasonable procedures and controls in an effort to preclude "imprudent investment activities" from arising between his or her organization and the Agency.
- 2.07. <u>Collateralization</u>. Funds held at a bank or trust company that are not invested must be at a minimum collateralized by collateral securities set forth in the Public Funds Collateral Act, to the extent not covered by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), or their successors.
- 2.08. <u>Bond Proceeds and Pledged Revenue</u>. The Agency's Investment Officers may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:
 - A. Statutory provisions governing the debt issuance or the agreement, as applicable; and
 - B. The Agency's Investment Policy.
- 2.09. <u>Review</u>. This Policy and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Director. Following its annual review, the Board will adopt a written resolution confirming its review of the Policy and the investment strategies contained in this Policy.

ARTICLE III

FINANCIAL MANAGEMENT

- 3.01. <u>Accounting Records</u>. The Agency's financial records will be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting principles. These records will be available for public inspection during regular business hours at the Agency's office.
- 3.02. <u>Budget</u>. The Agency will adopt and manage an annual budget for use in planning and controlling Agency costs in accordance with its Budget Policy. This budget will take into consideration all Agency revenues, including utility rates fees, and surcharges, if any, and all projected Agency obligations and expenditures. The Agency manager will provide a comparison of budgeted to actual expenditures and revenues for review on a monthly basis. The approved budget will be reviewed by the Board at least quarterly and all necessary revisions to the budget will be approved by majority vote of the Board.
- 3.03. <u>Other</u>. The Agency's authorized brokers and Agency depositories are set forth on the attached <u>Exhibit C</u>.
- 3.04. <u>Agency Rules and Policies</u>. In addition to this Investment Policy, the Agency will adopt Rules and Policies to provide guidance on the financial management of Agency funds.

EXHIBIT A AUTHORIZED INVESTMENTS

- 1. The following obligations of governmental entities and obligations guaranteed by governmental entities are allowed:
 - a. Obligations of the United States or its agencies and instrumentalities;
 - b. Direct obligations of the State of Texas or its agencies and instrumentalities;
 - c. Collateralized mortgage obligations directly issued by the federal government, the underlying security for which is guaranteed by the United States with certain exceptions set forth in the Public Fund Investment Act;
 - d. Other obligations backed by the full faith and credit of the United States; and
 - e. Obligations of states, agencies, counties, cities and other political subdivisions having not less than an "A" rating from a nationally recognized investment rating firm.
- 2. Certificates of deposit issued by a bank or savings and loan association doing business in Texas guaranteed by the Federal Deposit Insurance Corporation or the obligations set forth above in 1.
- 3. Repurchase agreements with a defined termination date, secured by obligations set forth in 1 and placed through a primary government securities dealer or a financial institution doing business in Texas.
- 4. Bankers' acceptance with a stated maturity of 270 days or less that will be liquidated in full at maturity, is eligible for collateral for borrowing from a Federal Reserve Bank, and is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.
- 5. Commercial paper with a stated maturity of 365 days or less from the date of its issuance, and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies, or one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- 6. Corporate bonds which are senior secured debt obligations issued by a domestic business entity and rated not lower than AA- or the equivalent by at least one nationally recognized credit rating agency and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

- 7. Money market mutual funds that are no-load and: (a) are regulated by the Securities and Exchange Commission (SEC); (b) have provided the Agency with a prospectus and other information required by the Securities Exchange Act of 1934 and the Investment Company Act of 1940; (c) have an average weighted maturity of 90 days or fewer; and (d) have an investment objective or maintaining a stable net asset value of \$1 per share.
- 8. Other types of mutual funds which are no-load and: (a) are registered with the SEC; (b) have an average weighted maturity of less than 2 years; (c) are invested exclusively in obligations approved by this Act; (d) have a AAA rating; and (e) meet certain requirements of investment pools, as set forth in the Public Funds Investment Act.
- 9. Public funds investment pools which meet the criteria as set forth in the Public Funds Investment Act, and must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service, and have an investment objective of maintaining a stable net asset value of \$1 per share.

EXHIBIT B INVESTMENT STRATEGIES

Investment Strategies in order of priority:

A. Investment requirements by fund.

- 1. <u>General Operating Fund</u>. The Agency will maintain funds in the general checking account at its depository, or any qualified money market fund to cover approximately three months operating requirements. The remaining funds may be deposited into acceptable investments to meet the operating requirements of the Agency, as determined by the annual operating budget adopted by the Board
- 2. <u>Facilities Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 3. <u>Rate Stabilization Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 4. <u>Impact Fee Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to cover required transfers to the Debt Service Fund or direct payments for capital improvement projects (CIP). The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 5. <u>Debt Service Fund</u>. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required debt service payments. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 6. <u>Capital Projects Fund</u>. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required capital project expense payments. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- **B.** Suitability. The Agency's Investment Officers must understand the Agency's financial requirements. Appropriate investments will be made to meet the needs of the Agency.
- **C. Preservation of Capital**. A safe investment will allow the Agency to recover every dollar invested.

- **D.** Liquidity. The Agency's Investment Officers must invest in securities that are easily and rapidly converted into cash without a substantial loss of value.
- **E. Investment Marketability Requirements**. All investments must be "marketable" in case the need arises to liquidate an investment before maturity.
- **F. Maximum Maturities**. To the extent possible, the Agency will match its investments with anticipated cash flow requirements. As required by the Public Funds Investment Act and the Agency's Financial Investment Policy, certain investments will have maturity limitations.
- **G. Diversification**. There will be no defined level of investment diversification as long as all funds of the Agency are invested in accordance with these strategies.
- **H. Yield**. Agency funds must be invested to obtain the maximum yield for each time frame taking into consideration the priority of preservation and safety of the principal and the liquidity of the investment.
- **I. Annual Review of Investment Strategies**. The Board will review these strategies at least annually. Any changes deemed necessary by the Board at the time of each review will be reflected in an amendment to these strategies.

EXHIBIT C LIST OF AUTHORIZED BROKERS

ABC Bank Allegiance Bank Amegy Bank of Texas, N.A. **BB & T** Bank of America N.A. Bank of New York- Mellon Bank of Texas N.A. **BBVA** Compass Bank **Business Bank of Texas** Cadence Bank Capital Bank of Texas Capital Markets Group Capital One Central Bank Chasewood Bank Citibank N.A. Comerica Bank **Comerica Securities Commercial State Bank** Community Bank of Texas **Community Trust Bank Coastal Securities** First Bank of Texas First Citizens Bank First Financial Bank, N.A. First National Bank of Texas First State Bank of Central Texas First Texas Bank Frost National Bank Green Bank

Herring Bank Hometown Bank, N.A. Houston Community Bank N.A. Icon Bank Independent Bank International Bank of Commerce Inter National Bank JP Morgan Chase Legacy Texas Bank Lone Star Bank Lone Star Investment Pool Metro Bank, N.A. Moody National Bank New First National Bank North Star Bank of Texas Omni Bank N.A. Pioneer Bank Plains Capital Bank Plains State Bank Post Oak Bank Preferred Bank **Prosperity Bank** R Bank **Regions Bank** Southwest Securities Sovereign Bank Spirit of Texas Bank State Bank of Texas State Street Bank & Trust Co. Sterling Capital Management LLC

Stifel Nicholaus Tex Star Investment Pool Texan Bank Texas Capital Bank N.A. Texas Class Texas Citizens Bank Texas Exchange Bank Texas First Bank The Independent Bankers Bank Texas Savings Bank Texpool/Texpool Prime The Bank of River Oaks The Right Bank for Texas Third Coast Bank Trustmark National Bank United Bank of el Paso Del Norte United Texas Bank Unity National Bank U. S. Bank Wells Fargo Bank, N.A. Wells Fargo Brokerage Services, LLC Wells Fargo Trust Westbound Bank West Star Bank Whitney Bank Woodforest National Bank

VIII. STAFF REPORTS

ITEM A



General Manager's Report

August 20, 2020

Attended virtual Public Drinking Water Conference on August 4-5 and Texas Water Conference on July 16th.

12" Main break on Rim Rock Trail 7/29/2020.

Contractor hit a 6" line on 7/31/20 at the Dripping Springs ISD Darden Hill project. Boil Water notice was issued on 8/1/20 to residents of Green Hills Loop and Field Stone Loop.

Contractor hit 12" line on Hwy. 290 West on 8/3/20. No boil water notice was required.

Updated website with information regarding line breaks and issued customer notifications through Constant Contact and website notification system.

Internal staff discussions regarding FY 2021 budget planning.

Attended monthly Raw Water Line 2 status meeting with Lake Pointe representatives on 7/21/20.

Participated in meeting with Lake Pointe MUD representatives regarding PUA litigation on 7/28/2020.

Ongoing meetings with My Government Online to create an online portal for the Service Extension Request process. This will be available in September 2020.

Attended 290 Water Summit meeting on 8/10/20.

ITEM B

ITEM C



August 13, 2020

Ms. Jennifer Riechers, General Manager West Travis County Public Utility Agency 13215 Bee Cave Pkwy, B-110 Bee Cave, TX 78738

Re: WTCPUA Project Status Summary – August 2020

Dear Jennifer:

Please find the following status report for CP&Y's active projects with West Travis County PUA.

- SCADA System Improvements Project This project kickoff was conducted on Tuesday January 7, 2020. This project is approximately 70% complete and we have completed the RF Model for the system and determined signal strength, antenna heights and frequency band requirements. This project was put on hold due to the Covid-19 shelter-in-place order that prevented us from being able to run the design software that is necessary to finish the design. Once our engineers are back in place, we will finish the design modeling and complete the 100% draft report and will submit to the PUA.
- 2. Sanitary Sewer Smoke Testing and Report This project kicked off with field work and smoke testing of the sanitary sewer collection system on January 22, 2020. This project was put on hold in mid-April due to concerns from the residents that smoke testing could put them in harm's way if smoke entered their houses and they had to evacuate. As of April 16, approximately 70% of the field smoke testing was complete. Field smoke testing resumed the week of July 6, 2020 and is now complete except for some site-specific testing locations to help develop and confirm findings. We are now beginning work on the findings and report.
- 3. Uplands WTP The supplemental fee proposal for the additional design work at the Trident building was approved at the June Board meeting. We received the notice-to-proceed from the PUA in July and have begun the additional design work, which we anticipate being completed within a couple months.

Thank you and should you have any questions please call me at 512-680-1539 or at <u>swetzel@cpyi.com</u> with written communications.

Sincerely,

Scott C. Wetzel, PE Vice President – CP&Y, Inc.

Cc: File WTCP2000029/WTCP2000096



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 12th, 2020

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

- FROM: Dennis Lozano, P.E.
- **RE:** Engineer's Report August 2020
- CC: Jennifer Riechers WTCPUA General Manger

MEC File No.: 11051.131

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

CIP

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

Water-Systemwide

Aquifer Storage and Recovery Preliminary Investigation

The preliminary investigation report has been provided to staff and we will work with the General Manager to develop a recommendation for additional study or action. The preliminary study achieved its goals and has fully characterized the nature of the two potential applications where the WTCPUA may benefit from ASR implementation. As mentioned above, possibilities are still developing with regard to the City of Bee Cave and potential partnership and/or uses that may involve ASR, including with the Dripping Springs Water Supply Corporation (DSWSC). DSWSC offered to share the results of a feasibility study they performed on ASR in Hays County with reportedly promising results.

Raw Water Line No. 2

The project is underway. Current work on site involves trenching, pipe installation, and restoration. All tie-ins have been completed and the fiber optic conduit installation is proceeding rapidly. Cash Construction will complete scope and demobilize from some areas this month.

Raw Water Line No. 2 Chlorine Injection Improvements

We are currently contacting the vendors and developing the spec documents and plans of the project. We are expecting to advertise the project by the end of October

Water Solids Management Master Plan

We have completed preparing the draft report. We are currently performing an internal QA/QC of the report. We are expecting to provide the executive summary of the report to the Board in September.

Beneficial Water Recycling Project

A draft pilot protocol has been completed and is under review. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and equipment.

Water – SH71 System

1080 Transmission Main

We are currently working with the property owners to obtain the easements. Topographical and tree survey for a portion of the project is complete. Due to the unavailability of easements and other issues, we decided to install the pipeline in two phases; the first phase will install the pipe segment between FM 2244 and Bee Cave Parkway, and the second phase will install the pipe segment between Bee Cave Parkway and West Bee Cave PS. We expect to advertise the project early next year.

Hamilton Pool Road Pump Station Expansion

This project includes the replacement of an existing pump and the installation of an additional pump increasing the firm capacity of this pump station. The project is in the submittal phase and installation has been pushed out at the request of the WTCPUA operations staff.

Hamilton Pool Road Pump Station GST No. 2

Design is underway in the form of Travis County site plan preparation. The new tank will have significantly more volume capacity than the existing one, however, it will be a pre-stressed concrete tank and possibly with different dimensions compared to the existing tank. It is expected that the tank will be located on the MUD 22 EST site.

West Bee Cave Pump Station Capacity Expansion

Civil and mechanical portion of the design is almost complete. The electrical subcontractor is currently developing electrical design of the project. We will bid out the projects after receiving electrical drawings and spec. We expect to advertise the project by the end of September.

Water – US290 System

1240 Conversion Waterline

A preliminary alignment has been established and landowner contacts were sent in April. The project has easements from all but three properties. We are currently working with these property owners to obtain the easements. Topographical and tree survey for the project is complete. Currently we are developing plan and profile sheets for the pipeline. We expect to advertise the project early next year.

1340 Pump Station

Design is nearing completion—awaiting electrical drawings and specifications. Submittal to TCEQ will be made this month. A site exemption has been obtained from the City of Austin. We are working with Pedernales Electric Cooperative on the new electric service.

1420 Pump Station Expansion

Civil and mechanical portion of the design is almost complete. The electrical subcontractor is currently developing electrical design of the project and we are working with Pedernales Electric Cooperative to upgrade the electric service for the expansion. We will bid out the projects after receiving electrical drawings and spec. We expect to advertise the project by the end of September.

Southwest Parkway Pump Station Expansion

The transaction to reconstitute the SWPPS site for Ch. 245 protection has been completed. A Notice to Proceed as been issued and construction will begin this month. Inclusion of GST 2 in the project is contingent on securing site approval from the City of Austin, which is an ongoing effort.

Wastewater

Bohls WWTP Expansion Design

The approvals process with the City of Bee Cave and Lake Travis Fire Rescue is ongoing. We are currently working toward Planning and Zoning Commission and City Council approvals. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Wastewater Solids Management Master Plan

The executive summary is attached to supplement the presentation. MEC recommends implementation of Phase I of the Master Plan with the Bohls WWTP expansion and that the Board direct MEC to present the report to the Lake Pointe MUD for feedback on Phase II.

CIP PROJECTS SUMMARY TABLE

					Percent	Estimated (Completion
		Original	Total Change	Revised	Complete	Da	te
Project	Phase	Budget	Orders	Budget*	(Phase)	Phase	Project
Water – System wide	<u> </u>	L		L			
Aquifer Storage & Recovery	Preliminary	\$20,000	N/A	N/A	99%	Q1 2020	TBD
Raw Water Line No. 2	Construction	\$4,374,565	\$198,860	\$4,769,716	95%	Q3 2020	Q3 2020
RWL2 Chlorine Injection	Design	\$143,885	N/A	N/A	10%	Q4 2020	Q1 2021
Water Solids Management Plan	Analysis	\$57,000	N/A	N/A	10%	Q2 2020	TBD
Beneficial Water	Wastewater Permitting	\$475,000	N/A	N/A	100%	Q4 2019	Q1 2022
Recycling Project	Pilot Protocol				85%	Q3 2020	Q1 2022
Water – SH71 System							
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	N/A	33%	Q1 2021	Q4 2021
HPR PS Expansion	Construction	\$225,000	N/A	N/A	20%	Q3 2020	Q3 2020
HPR PS GST 2	Design & Permitting	\$187,688	N/A	N/A	40%	Q4 2020	Q3 2021
West Bee Cave PS Expansion	Design	\$82,200	N/A	N/A	80%	Q3 2020	Q2 2021
Water – US290 System							
1240 Transmission Main	Design & Permitting	\$236,740	N/A	N/A	40%	Q4 2020	Q3 2021
1340 PS	Design & Permitting	\$284,235	N/A	N/A	90%	Q4 2020	Q3 2021
1420 PS Expansion	Design	\$92,090	N/A	N/A	80%	Q3 2020	Q2 2021
SWPPS Expansion	Construction	\$3,242,374	N/A	N/A	2%	Q3 2020	Q2 2021

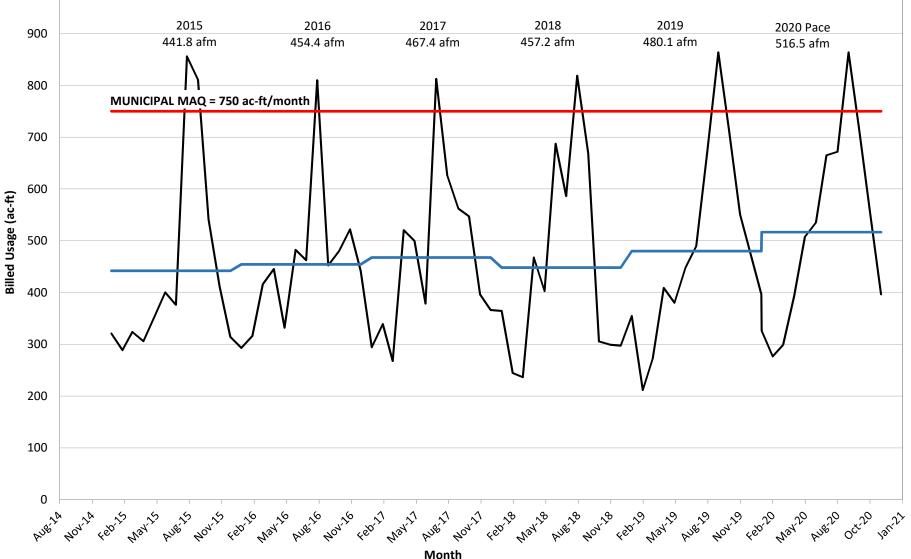
Wastewater							
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	75%	Q2 2020	Q2 2021
Wastewater Solids Management Master	Preliminary	\$140,735	N/A	\$140,735	75%	Q4 2019	Q2 2020
Plan	Engineering						

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

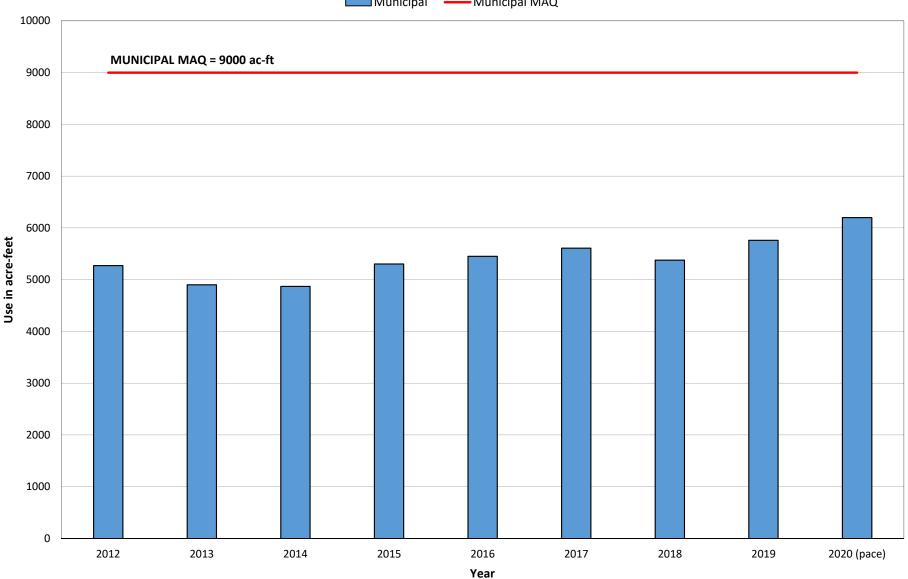
1000

— Municipal — Annual Average (Municipal) 2015 2018 2019 2016 2017 441.8 afm 454.4 afm 457.2 afm 480.1 afm 467.4 afm

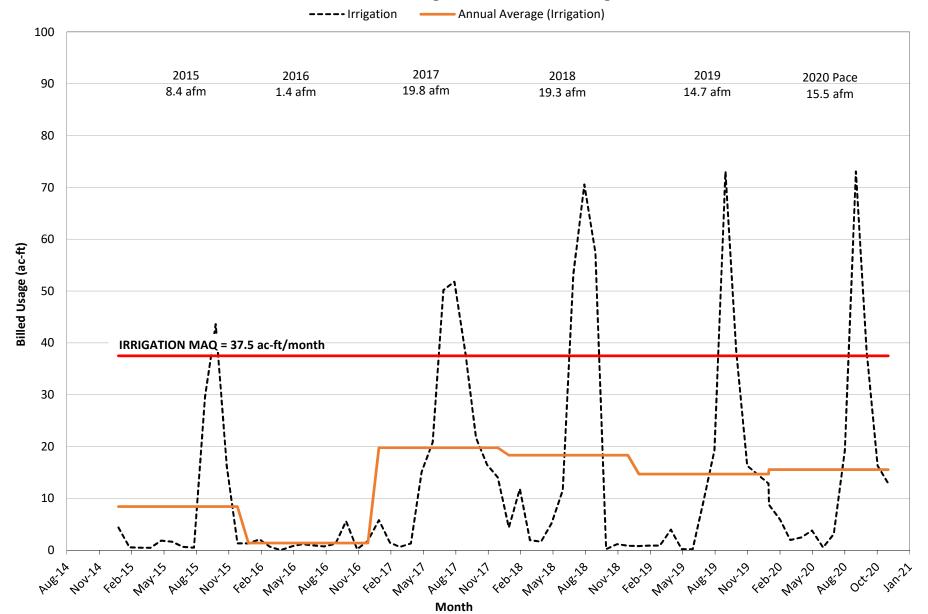
WTCPUA Municipal Raw Water Usage



WTCPUA Annual Cumulative Municipal Raw Water Use

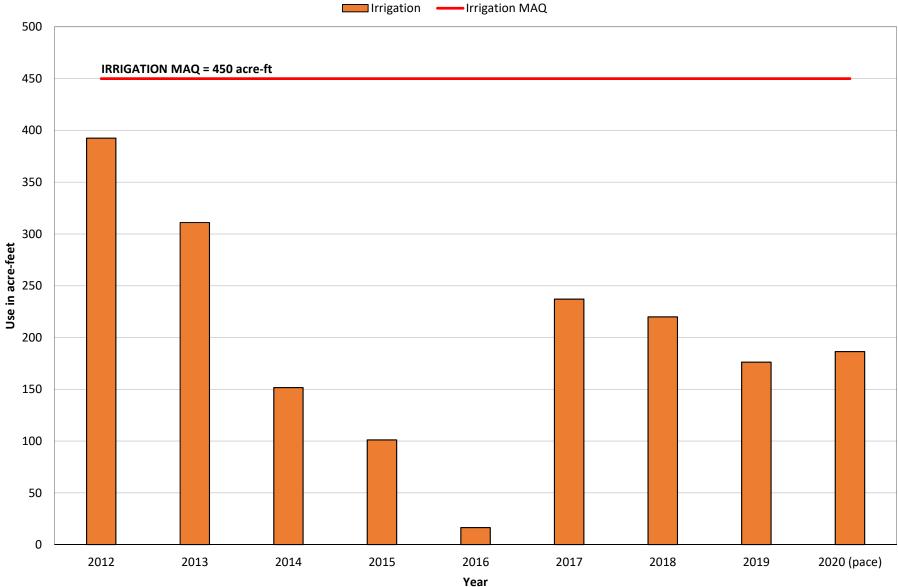


– Municipal MAQ Municipal 📃 _



WTCPUA Irrigation Raw Water Usage

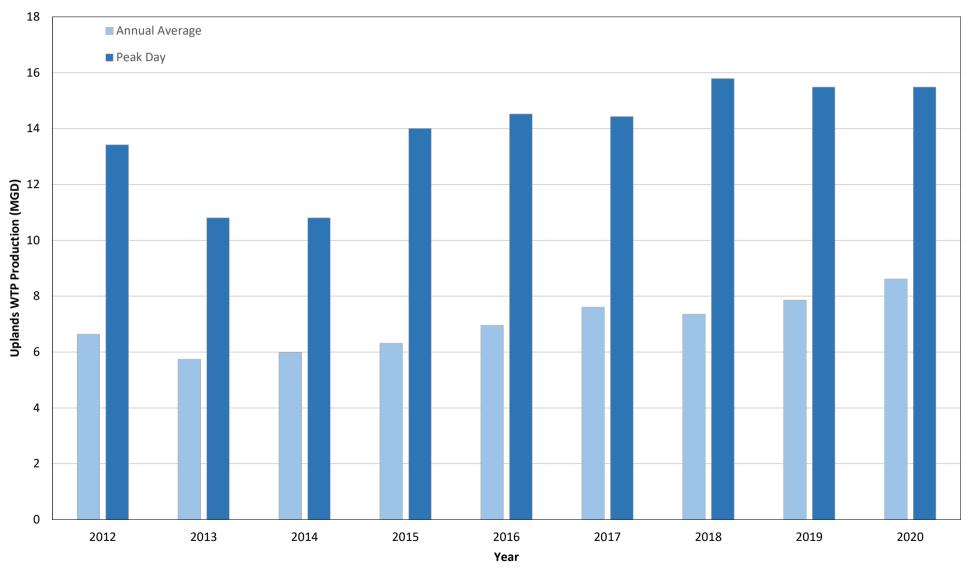
WTCPUA Annual Cumulative Irrigation Raw Water Use



Irrigation MAQ

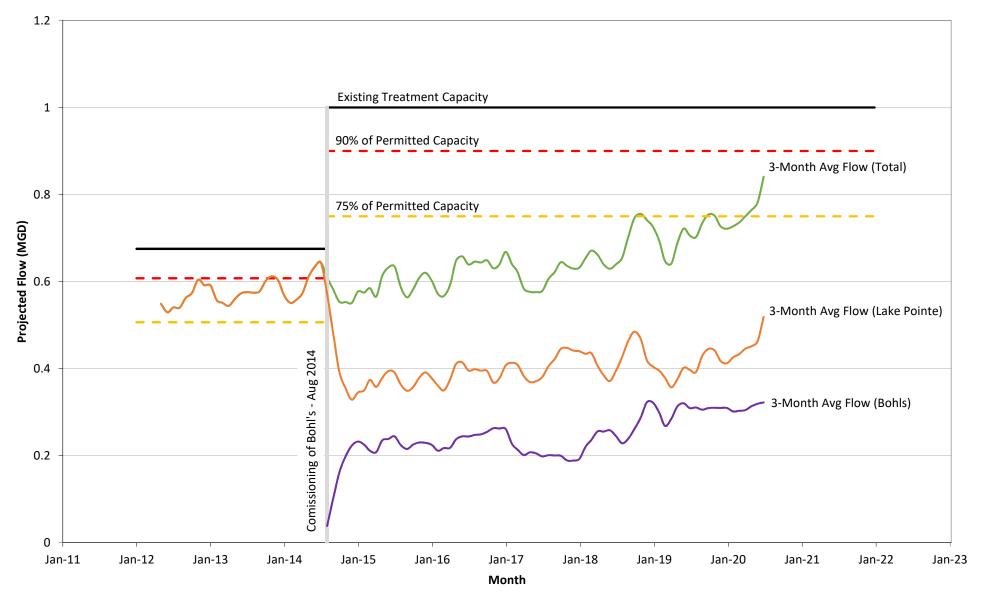
Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S. Bldg. D, Ste. 110 Austin, Texas 78746

WTCPUA Uplands Water Treatment Plant Production 12-Month Production

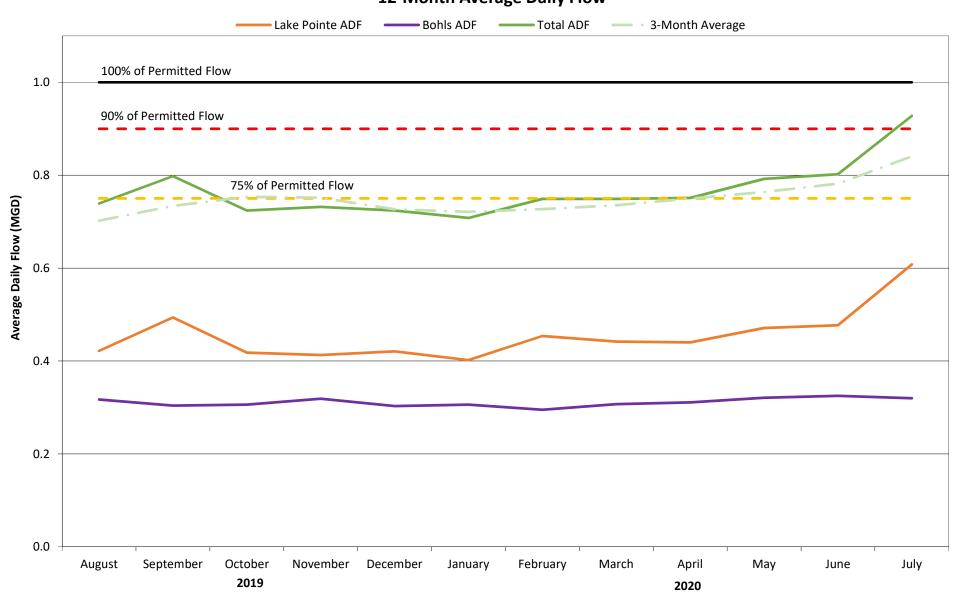


* - 12-Month period March '12 - Feb '13

WTCPUA Total Wastewater Flow Projections



WTCPUA Wastewater System 12-Month Average Daily Flow

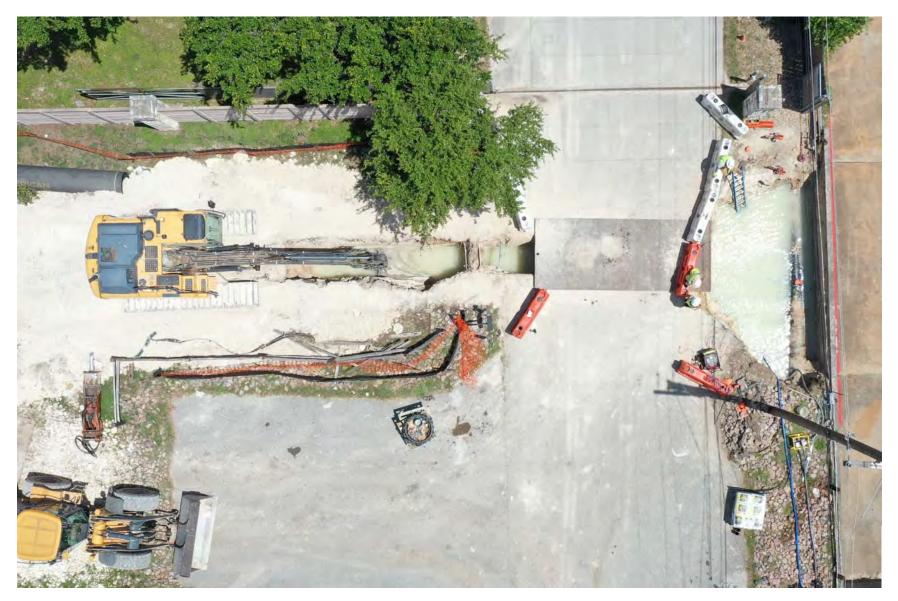




Southwest Parkway Pump Station GST Condition



Bee Cave Pump Station GST 2 Site

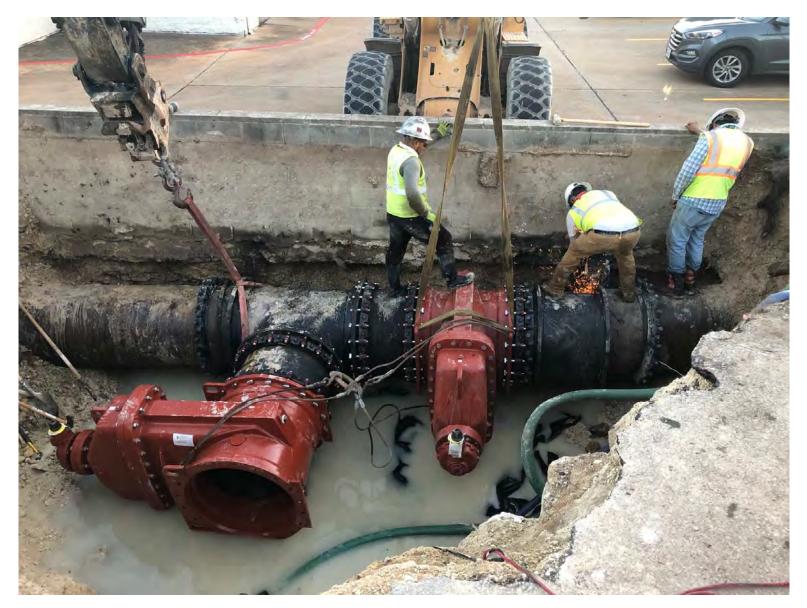


RWL 2 Tie In at Uplands WTP

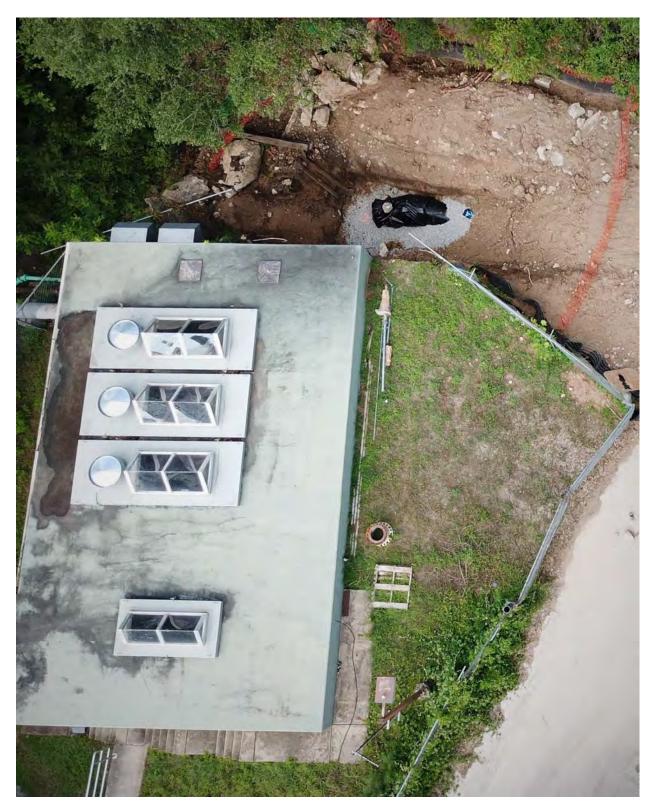


RWL 2 Uplands WTP Tie In

Page 10 of 12



RWL 2 Uplands WTP Tie In



RWL 2 Pump Station Tie-In

PRELIMINARY ENGINEERING REPORT for the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY WASTEWATER SOLIDS MANAGEMENT MASTER PLAN

Prepared for:

West Travis County Public Utility Agency 13215 Bee Cave Parkway Building B, Suite 110 Bee Cave, Texas 78738 (512) 263-0100

Prepared by:

Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Highway South Building D, Suite 110 Austin, Texas 78746 (512) 327-9204

ANDREA AXMANN 134704 CENSED SSIONAL EN SSIONAL EN

June 9, 2020

Murfee Engineering Company

MEC File No. 11051.102

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY1	
2.0 INTRODUCTION	
3.0 PROJECT DESCRIPTION5	
3.1 DEWATERING EQUIPMENT5	
3.2 PROPOSED ALIGNMENTS6	
3.3 ALTERNATIVE ALIGNMENTS7	
3.3.1 ALIGNMENT 1 – Sonoma Dr., Benecia Ct., RM 2244, and Bee Cave	
Parkway7	
3.3.2 ALIGNMENT 2 – Sonoma Dr., Bayton Dr., RM 2244, and Bee Cave	
Parkway8	
3.3.3 ALIGNMENT 3 – Sonoma Dr., San Benito Ct., and Bee Cave Parkway8	
3.3.4 Alignment Recommendation9	
3.4 LIFE CYCLE COST ANALYSIS9	
3.4.1 DEWATERING EQUIPMENT AT BOHLS9	
3.4.2 SLUDGE PUMPING SYSTEM AT LAKE POINTE AND TRANSMISSION	
MAIN10	0
4.0 JURISDICTIONS	1
5.0 ENVIRONMENTAL	2
5.1 DRAINAGE & EROSION/SEDIMENTATION CONTROL1	2
5.2 WATER QUALITY1	2
5.3 FLOOD PLAIN & FLOOD PLAIN MODIFICATION1	2
5.4 CRITICAL ENVIRONMENTAL FEATURES1	2
6.0 TECHNICAL DESIGN CRITERIA1	3
7.0 GEOTECHNICAL INFORMATION1	3
8.0 SPOILS DISPOSAL1	3
9.0 CUT AND FILL	3
10.0 TRAFFIC CONTROL1	3
11.0 SUMMARY & RECOMMENDATION14	4

APPENDICES

APPENDIX A - PROJECT LOCATION - PROPOSED EQUIPMENT LAYOUT AND SLUDGE

TRANSMISSION ALIGNMENTS

- APPENDIX B LIFE CYCLE COST ANALYSIS
- APPENDIX C EQUIPMENT SUPPLIER INFORMATION

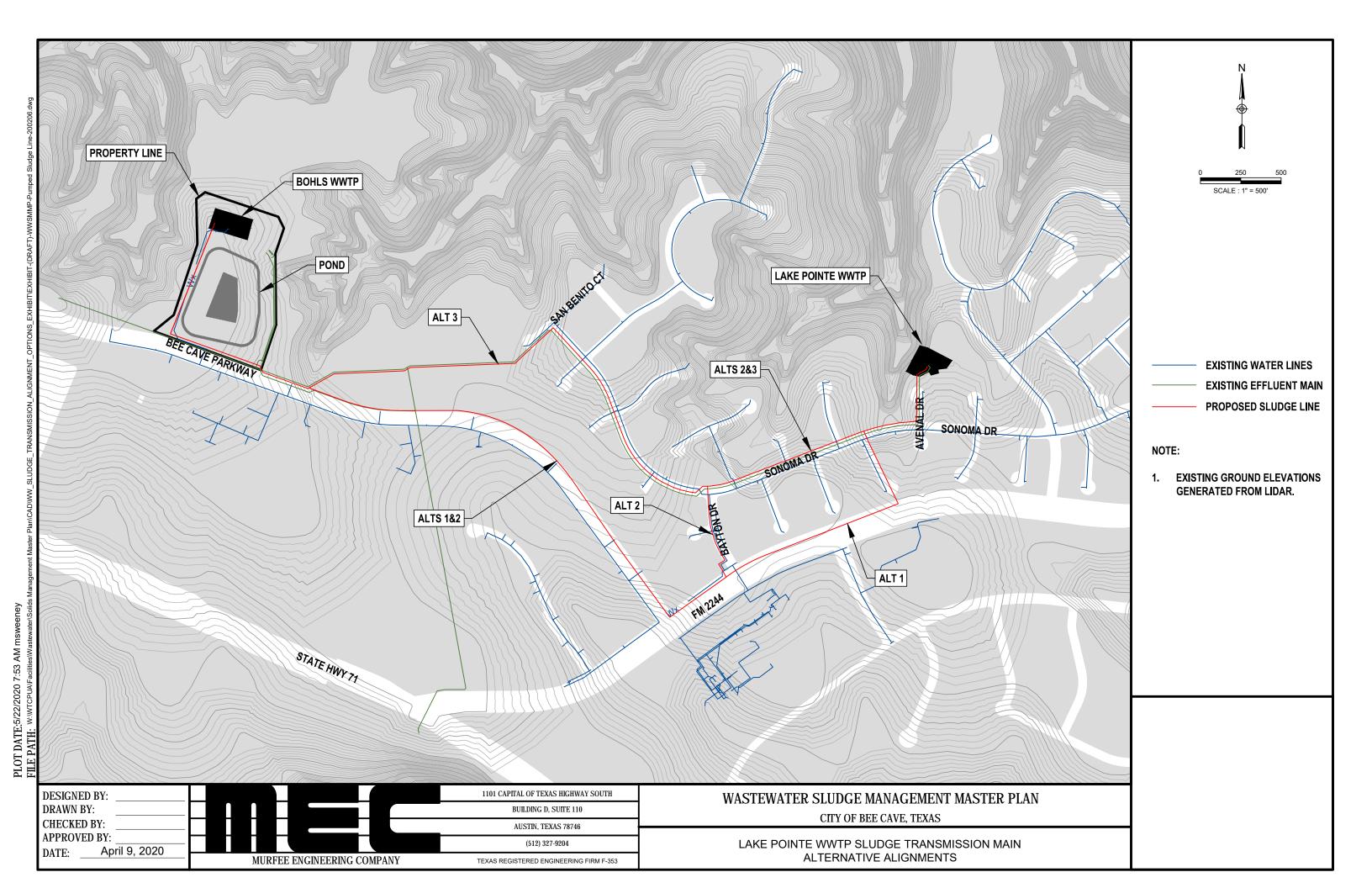
1.0 EXECUTIVE SUMMARY

The West Travis County Public Utility Agency (PUA) owns and operates both the Bohls and Lake Pointe Wastewater Treatment Plants (WWTPs). Bohls has a current design capacity of 0.325 million gallons per day (MGD), but design of a 0.5 MGD expansion is currently underway and a second 0.5 MGD expansion is planned for an ultimate capacity of 1.325 MGD. Lake Pointe has a design capacity of 0.675 MGD and there are no plans to increase the capacity. Both WWTPs produce a waste stream of solids which is currently liquid hauled in batches. Bohls WWTP produces approximately 8,500 gallons per day (gpd) of sludge with a solids content of approximately 1%. Lake Pointe WWTP produces approximately 9,800 gpd at a similar solids content. Bohls WWTP hauling costs are \$235,000 and Lake Pointe \$270,000, annually. This is a significant portion of the operating budget for the plants. The primary objective of this project is to review options for reducing hauling costs through on-site sludge processing and consolidated management.

MEC has contacted a variety of equipment manufacturers and suppliers in an effort to determine the sludge thickening options. This effort was summarized in a memorandum dated February 12, 2020 with the recommendation to proceed with the project using a volute dewatering press as the basis of design for handling solids at the Bohls WWTP and a sludge pumping pipeline to transfer sludge from Lake Pointe to Bohls for processing.

Using the information provided through the pilot effort completed for the volute dewatering press and making some assumptions regarding annual costs, a life cycle cost analysis was completed in order to determine the 20-year life cycle savings associated with installing this equipment as well as the estimated break-even period. The capital cost associated with installing the dewatering system at Bohls WWTP is approximately \$2.3 million which yields a 20-year savings of approximately \$2.0 million and a pay-back period of about 12 years, given that only sludge produced at Bohls is processed through the dewatering equipment. Installing a sludge pumping station at Lake Pointe and transmission main between the two sites will cost an additional \$2.7 million, approximately, and yield a 20-year savings of approximately \$2.7 million with a pay-back period of about 11 years. These values indicate that this project represents a

significant savings for the PUA and a reduction of truck traffic in the area, with almost complete elimination of heavy truck traffic at Lake Pointe.



ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

Regional Water Treatment Plant

Operations Report

August 7, 2020

A broken vacuum pipe caused the water plant to fail to meet CT requirements on July 10. TCEQ and our Customers were notified, and violation has been resolved. All Wastewater TCEQ compliance parameters were within State limits during the month of July 2020. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Waste Water Process Summary: July, 2020

Water Treatment Plant	Actual
AVG Raw Water	13.782 MGD
AVG Treated Water	13.435 MGD
PEAK Treated Water	15.285 MGD
AVG CFE Turbidity	0.07 NTU
AVG Chlorine	4.07 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.608 MGD	0.675 MGD
MAX Flow	0.783 MGD	
AVG CBOD	1.10 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.00 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.198 MGD	0.325 MGD
MAX Flow	0.320 MGD	
AVG CBOD	1.60 mg/l	5 mg/L
AVG Fec.Coli	1.80 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.34 mg/l	3 mg/L

		WTCP	UA Effl	uent l	rrigatior	1		
	E	ffluent Pon	ds Wee	kly O	perating	Report		
Week of:	August	10	2020					
Average Wa	stewater Flows:	Lake Pointe Bohls	0.559	MGD MGD				
		TOTAL	0.214 0.773	MGD				
Pond Level R	leadings:	Spillman	9.50	ft	Read Date:	8/10/2020		
	icuanie.	Bohls	18.00	ft		0, 20, 2020		
Current Pon	d Capacities	Spillman	32%	Full				
		Bohls	23%	Full				
Combined C	apacity:		26%	Full				
Last Weeks	Combined		26%	Full				
Milestone Co	ombined Capacit	y Levels:						
	Minimum Leve	2	5%					
	Manditory Irri	gation	Above Trigg	ger Level				
	Trigger Level		73%					
	Maximum Mar	nagement Level	85%					
	Permit Level		100%					
Current Ope	rating Condition	s:	Normal Irri	-				
Target Main	tenance Flows:							
ruiget muni	Spanish Oaks:		0.309	MGD				
	Falconhead:		0.371	MGD				
	Falconhead HC	DA:	0.093	MGD				
			0.773					
Previous We	ek Usage:		Efflu	ent			Rav	w Water
	Spanish Oaks:		0.382	MGD				3 MGD
	Falcon Head:		0.634	MGD				
	Falcon Head H	OA:	0.137	MGD				
		TOTAL		MGD				
ear to Date	Usage:		Efflu		-			Raw
	Spanish Oaks:		209.8	Mgal		Spanish Oaks		ac-ft
	Falcon Head:		399.0	Mgal		Total		ac-ft
	Falcon Head H	OA:	62.3	Mgal		MAQ	450	ac-ft
By:	Bubba Harkrid	er			Date:	8/10/2	020	

ELECTROMECHANICAL REPORT

AUGUST 2020

Water Treatment Plant

- Conduit for Fiber Comm. Line to Raw Water Intake has been installed.
- High Service Pump Motor has been replaced after pump failure; pump will be rebuilt pending cost assessment.
- Unit #1 Filter #1 Transducer replaced.
- Unit #3 Clarifier UPS; troubleshot control power issues. In process
- Replaced broken tap off HSP #3 feeding CL17.
- Replaced circulation fan in Transfer Pump PLC cabinet.
- Replaced turbidity pump on Unit #3.
- Calibrated mA output on Unit #3 Filter #3 Influent Valve.
- Electrical Survey: Unit #3 Sump Pumps, Lagoon Pumps, Unit #1 Clarifier Drive, Unit #1 Circulator, Unit #3 Mixers, Unit #3 Clarifier Drive's, and High Service Pumps.

Raw Water Intake

- Pump #3 has been repaired and has been returned to service.
- Air Conditioner condenser troubleshot failure; two fans replaced unit is on-line.
- Installed conduit and pull boxes for Fiber comm. line.

Pump Station #1

• Pump #1 Pump Control Valve and Isolation Valve have been replaced and pump has been returned to service.

Pump Station #2

• Greased pumps and Motors.

Pump Station #5

- Replaced bearing in pump #1.
- Troubleshot transducer for Elevated Storage Tank, calibrated transducer and returned to service.

Pump Station #7

• Genset alarm condition occurred due to failing lift pump, pump has been replaced and Genset is online.

Lift Station #8

- Pump #1 troubleshot for a seal fail. In process
- Base ells are damaged and will need to be replaced; material has been ordered for replacement.

Lift Station #11

• Pulled pumps and cleared debris.

Lift Station #14

• Replaced tap saddles, piping, isolation valves and ARV's on pumps 1-3.

Lift Station #15

 Generator fuel system treated for bacterial growth. * Completed; fuel was treated, filtered, and returned to tank, fuel filters were replaced, and generator was load tested to insure adequate fuel supply. August – Problem has resurfaced and is being addressed; temporary tank installed currently.

Lift Station #17

• Pulled pumps and cleared debris.

Lift Station #20

• Troubleshot Pump #1; found impeller had came loose, replaced impeller bolt, and returned to service.

Lakepoint WWTP

- Replaced capacitors on Vapex compressor.
- Replaced solenoid on Effluent Pump Control Valve #2.

Bohls WWTP

• Cleared debris from Influent Pump #1 and check valve.

<u>Misc.</u>

- Third party inspection of all fire extinguishers.
- Replaced hydraulic hose on Bobcat.