

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, November 18, 2021 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas.

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

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

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

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of October 21, 2021 regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters.**
- C. Approve Contractor Pay Requests including**
 - 1. Payton Construction, Pay Application 9, \$457,866.75, County Line 1308 Pump Station 1340 Conversion;**
 - 2. DN Tanks, Inc., Pay Application 15, \$186,168.06, Southwest Parkway Ground Storage Tank 2.**
- D. Approve Service Availability Letter and Non Standard Service Agreement for:**
 - 1. Wayfinder Apartments, 290 System, 104 Water LUEs.**

E. Approve quotes from:

- 1. Pumps, Motors & Controls, Inc. to replace filter system at Spillman Pond, \$30,480.00.**
- 2. Bobcat Company for:**
 - 1. Compact Excavator, \$44,332.88;**
 - 2. Compact Track Loader, \$60,733.96.**
- 3. EDC Construction, Material Containment Basins, \$36,500.00.**

F. Approve Change Order #1, G Creek, Permanganate Chemical Feed Relocation, \$(99,489.30).

V. OLD BUSINESS

A. Discuss, consider and take action regarding pending litigation, relating to the following: (S. Albright/D. Klein):

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

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

VI. NEW BUSINESS

A. Discuss, consider, and take action regarding current and future wholesale water service, including wholesale contracts, capacity allocations, and flow limitations.

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

B. Discuss, consider, and take action regarding potential amendment to Service and Development Policies to except developments not impacting the Edwards Aquifer from alternative water quality requirements.

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

C. Discuss, consider and take action on Amendment to WTCPUA Ethics Policy (S. Albright).

D. Discuss, consider and take action on Resolution Regarding the Authorization to Develop and Execute Approved Forms by the Board President or the General Manager. (S. Albright).

- E. Discuss, consider and take action on future use of WTCPUA property (C. Garza).**
(This item may be taken into Executive Session under the real property exception).
- F. Discuss, consider and take action on Amendment from Murfee Engineering Company to Trautwein Relocation Proposal, \$13,300 (G. Murfee).**
- G. Discuss, consider and take action on Amendment from Murfee Engineering Company for WCID 18 Emergency Interconnect proposal, \$10,000.**
- H. Discuss, consider and take action on approval of Service Availability Letter and Non Standard Service Agreement for 8921 Hwy. 290 West (J. Riechers).**

VII. STAFF REPORTS

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

VIII. ADJOURNMENT

Dated: November 12, 2021


Jennifer Riechers

WTCPUA General Manager

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

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

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

IV. CONSENT AGENDA

ITEM A

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

October 21, 2021

Present:

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

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Eric Morgan, Agency Operations Manager
Stefanie Albright (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
George Murfee (Murfee Engineering Company, Inc.), District Engineer
Jason Baze (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

Director Creveling called the meeting to order at 1:03 p.m.

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

No public comment was received.

IV. CONSENT AGENDA

- A. Approve minutes of September 16, 2021 regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters including:**
 - 1. Quarterly Investment Policy**
- C. Approve Contractor Pay Requests including**
 - 1. Payton Construction, Pay Application 8, \$141,890.41, County Line 1308 Pump Station 1340 Conversion;**

2. **DN Tanks, Inc., Pay Application 14, \$303,108.52, Southwest Parkway Ground Storage Tank 2.**
- D. **Approve Service Availability Letter for:**
 1. **Wild Ridge**
- E. **Approve Amended Drought Contingency Plan.**
- F. **Approve Budget Amendments for Murfee Engineering Company projects related to:**
 1. **Sodium Permanganate Chemical Feed Relocation, \$43,000;**
 2. **Impact Fee Analysis, \$36,000;**
 3. **1240 Transmission Main Easement Acquisition and Design, \$213,000;**
 4. **1080 Transmission Main Easement Acquisition and Design, \$368,000.**
- G. **Approve Application and Resolution to Texas SmartBuy Membership Program.**
- H. **Approve proposal for Pump #4 VFD PM, Toshiba, \$64,147.**
- I. **Approve Order Declaring Equipment as Surplus Property and Authorizing the Sale of Such Equipment (Fleet Vehicles).**

MOTION: A motion was made by Director Smith to approve the consent agenda, provided as **Exhibits A-I**. The motion was seconded by Director Bethke.

The vote was taken with the following result:

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

V. OLD BUSINESS

- A. **Discuss, consider and take action regarding pending litigation, relating to the following:**
 1. **Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.**

Ms. Albright stated that this case is still pending in the Third Court of Appeals and no action is currently needed from the Board.

VI. NEW BUSINESS

A. Discuss, consider and take action on Professional Services Agreement and Proposal from Malone Wheeler, Inc. for Effluent Management Plan.

Ms. Riechers presented this item, provided as **Exhibit J** stating that the contract is consistent with those of other engineering consultants.

Director Garza asked about the management of consultants, and Ms. Riechers stated that the contract is with the PUA directly and all parties would continue working with Murfee Engineering.

MOTION: A motion was made by Director Garza to approve the Professional Service Agreement with Malone Wheeler, Inc. and Proposal for an Effluent Management Plan, provided as **Exhibit J**. The motion was seconded by Director Bethke.

The vote was taken with the following result:

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

B. Discuss, consider and take action on proposal from Murfee Engineering for 5 MGD Uplands WTP Expansion.

Mr. Murfee presented this item, provided as **Exhibit K**. He stated that out of the preliminary engineering report a design option has been selected to move forward. Currently they are putting together the site plan information, and this proposal takes the project through permitting, which should take approximately one (1) year. Mr. Murfee stated that they have already begun discussions with Pall regarding membrane treatment options.

MOTION: A motion was made by Director Creveling to approve the proposal from Murfee Engineering for 5 MGD Uplands WTP Expansion in the amount of \$811,910, provided as **Exhibit K**. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

C. Discuss, consider and take action on proposal from Murfee Engineering for Trautwein Rd. Water Main Relocation Project.

Mr. Murfee presented this item, provided as **Exhibit L**. He stated that this waterline needs to be moved due to a Hays County road project. Director Smith stated that this is a needed Hays County project that unfortunately impacts several utilities.

MOTION: A motion was made by Director Smith to approve the proposal for the Trautwein Road Waterline Relocation Project in the amount of \$45,700, provided as **Exhibit L**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

D. Discuss, consider and take action on Interlocal Agreement for Water and Wastewater Facilities Related to Backyard Public Improvement District.

Ms. Albright presented this item, provided as **Exhibit M**. She stated that this agreement related to the Backyard project and details that the facilities will be bonded by the City of Bee Cave as well as the relationship between the City of Bee Cave as a Participating Entity and the PUA regarding ownership of the facilities.

MOTION: A motion was made by Director Garza to approve the Interlocal Agreement for Water and Wastewater Facilities Related to Backyard Public Improvement District, provided as **Exhibits M**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

E. Discuss, consider, and take action regarding current and future wholesale water service, including wholesale contracts, capacity allocations, and flow limitations.

This item was deferred until the full Board is present.

F. Discuss, consider, and take action regarding potential amendment to Service and Development Policies to except developments not impacting the Edwards Aquifer from alternative water quality requirements.

Director Garza stated that he would like to defer this item with the intent to take action when the item is next considered.

G. Discuss, consider and take action on December board meeting schedule.

Ms. Riechers proposed that the December meeting be skipped due to an early third Thursday and conflicts with holiday scheduling.

MOTION: A motion was made by Director Garza to cancel the December regular Board meeting. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

VII. STAFF REPORTS

A. General Manager's Report.

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

B. Controller's Report.

Ms. Smith presented this item, provided as **Exhibit O**. She stated at year end there was a \$2.4 million positive variance that may change slightly with year-end adjustments.

C. Operations Report.

Mr. Morgan presented, provided as **Exhibit P**. He stated that Raw Waterline 2 is online and the second Southwest Parkway ground storage tank is online.

D. Engineer's Report including:

1. Capital Improvements Plan Update

Mr. Murfee presented, provided as **Exhibit P**. Director Smith asked if additional storage was needed due to new projects. Mr. Murfee talked about the future projects on Highway 290. Discussion ensued regarding future projects and potential capacity.

VIII. 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 Creveling, Smith, Garza, and Bethke
Voting Nay: None
Abstained: None
Absent: Director Roberts

The meeting adjourned at 1:16 p.m.

Dated: November 18, 2021.

Walt Smith, Secretary
Board of Directors

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
01625	Payton Construction, Inc.	10/28/2021	EFT	0.00	141,890.41	38
CL 1308 PS 1340	Invoice	10/21/2021	County Line 1308 PS 1340 Conversion - Pa	0.00	141,890.41	
00013	Absolute Propane	10/12/2021	Regular	0.00	307.73	2793
209167	Invoice	09/27/2021	Fuel for Generator LS#17	0.00	307.73	
00245	Brenntag Southwest Inc.	10/12/2021	Regular	0.00	3,620.00	2794
BSW329242	Invoice	09/15/2021	Chlorine for WTP	0.00	3,620.00	
00416	City of Austin	10/12/2021	Regular	0.00	10,679.87	2795
7458632	Invoice	08/26/2021	1240 24 inch Transmission Main Fees	0.00	10,679.87	
00568	Diligent Delivery Systems	10/12/2021	Regular	0.00	31.72	2796
123572	Invoice	09/30/2021	Courier Services 9/1/2021 -9/30/2021	0.00	31.72	
00648	Environmental Improvements, Inc.	10/12/2021	Regular	0.00	17,886.81	2797
0050638-IN	Invoice	09/09/2021	EMD Parts for Barscreen Repair Lakepoint	0.00	17,886.81	
00779	Hach Company	10/12/2021	Regular	0.00	936.00	2798
12648398	Invoice	09/20/2021	Pocket Colorimeter for WO #1318	0.00	936.00	
02754	Headwaters MUD	10/12/2021	Regular	0.00	271,960.00	2799
20210930	Invoice	09/30/2021	Impact Fees Overpayment Refund	0.00	271,960.00	
00842	HydroPro Solutions, LLC	10/12/2021	Regular	0.00	1,233.32	2800
17459.G-IN	Invoice	10/01/2021	Service for Network Threat Detectors @	0.00	1,233.32	
02655	Infosend, Inc	10/12/2021	Regular	0.00	4,250.79	2801
199800	Invoice	09/30/2021	Billing Support	0.00	4,250.79	
01061	Jones Heating and Air Conditioning	10/12/2021	Regular	0.00	2,320.00	2802
13429	Invoice	09/10/2021	Service - No Cooling Transfer Pump Buildi	0.00	2,320.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	10/12/2021	Regular	0.00	26,927.19	2803
97525310	Invoice	09/28/2021	Spanish Oaks	0.00	79.50	
97525343	Invoice	09/27/2021	General Counsel	0.00	7,545.40	
97525344	Invoice	09/27/2021	General Operations	0.00	458.50	
97525345	Invoice	09/27/2021	Backyard	0.00	315.00	
97525348	Invoice	09/27/2021	City of Dripping Springs	0.00	212.00	
97525352	Invoice	09/27/2021	Lake Travis ISD	0.00	238.50	
97525354	Invoice	09/27/2021	Anarene Tract Hill Tract SER	0.00	318.00	
97525357	Invoice	09/27/2021	Rough Hollow	0.00	53.00	
97525358	Invoice	09/27/2021	Longleaf Senior Living SER	0.00	441.00	
97525648	Invoice	09/13/2021	Litigation Burba Ranch Impact	0.00	17,266.29	
01324	Lower Colorado River Authority	10/12/2021	Regular	0.00	110,997.37	2804
00529969 - 9/21	Invoice	09/30/2021	Purchase Water	0.00	108,239.47	
00530144 - 9/21	Invoice	09/30/2021	Purchase Water	0.00	2,757.90	
01543	Murfee Engineering Company Inc.	10/12/2021	Regular	0.00	35,231.73	2805
45051	Invoice	09/16/2021	HPRPS Ground Storage Tank #2 Design, A	0.00	8,149.23	
45052	Invoice	09/16/2021	Wastewater Solids Management Master P	0.00	1,595.00	
45053	Invoice	09/16/2021	Lift Station 9 Rehab. Design & Constructio	0.00	290.00	
45054	Invoice	09/16/2021	County Line 1420 PS Upgrades	0.00	2,190.00	
45055	Invoice	09/16/2021	West Bee Cave PS Upgrades	0.00	3,007.50	
45056	Invoice	09/16/2021	Lakepointe WWTP Influent Lift Station Re	0.00	2,447.50	
45057	Invoice	09/16/2021	Water Distribution System Model Update	0.00	1,322.50	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
45058	Invoice	09/16/2021	Raw Water Line 2 Chlorine Injection Impr	0.00	537.50	
45059	Invoice	09/16/2021	Preliminary Engineering - Uplands WTP Ex	0.00	1,400.00	
45061	Invoice	09/16/2021	Darden Hill Water Line RoundAbout/Elem	0.00	850.00	
45062	Invoice	09/16/2021	Circle Drive PS & GST Ph 1	0.00	1,837.50	
45064	Invoice	09/16/2021	HPR Phase II Mud 22 Coordination	0.00	3,878.75	
45065	Invoice	09/16/2021	Double L Ranch SER	0.00	4,727.50	
c45045	Invoice	09/16/2021	Beneficial Water Recycling Facility Design	0.00	2,998.75	
01560	Neltronics	10/12/2021	Regular	0.00	10,981.07	2807
21-1231	Invoice	09/15/2021	Meetings to Evaluate System Communica	0.00	1,625.00	
21-1232	Invoice	09/17/2021	SCADA Renewal	0.00	9,356.07	
01665	PSI-Pump Solutions, Inc.	10/12/2021	Regular	0.00	19,709.53	2808
2021-09109	Invoice	09/28/2021	Spare Influent Pump Bohl's - 5 Year Plan	0.00	9,993.22	
2021-09110	Invoice	09/28/2021	Spare Influent Pump Lakepointe - 5 Year P	0.00	9,716.31	
02508	Quadient Finance USA, Inc.	10/12/2021	Regular	0.00	81.00	2809
20211001	Invoice	10/01/2021	Postage Purchases	0.00	81.00	
01671	QualTech Automotive	10/12/2021	Regular	0.00	1,008.85	2810
214686	Invoice	10/01/2021	Brake Replacement - Truck #401	0.00	1,008.85	
01718	Rent Equip, LLC	10/12/2021	Regular	0.00	372.44	2811
841196-3A	Invoice	09/16/2021	Line Maintenance Rentals for WO#1472 H	0.00	372.44	
01911	Silver Electric and Solar	10/12/2021	Regular	0.00	-2,111.06	2812
01911	Silver Electric and Solar	10/12/2021	Regular	0.00	2,111.06	2812
10017724	Invoice	09/28/2021	Electrical Work - RWI WO#1557	0.00	2,111.06	
02066	Spectrum	10/12/2021	Regular	0.00	510.66	2813
0020275092921	Invoice	09/29/2021	Internet & Phone Service - Various Locati	0.00	510.66	
02029	Texas Excavation Safety System, Inc.	10/12/2021	Regular	0.00	793.25	2814
21-20058	Invoice	09/30/2021	Message Fees - September 2021	0.00	793.25	
02037	The Bridge Group	10/12/2021	Regular	0.00	12,940.00	2815
2021-0108	Invoice	09/18/2021	Monthly Construction Inspection Fees	0.00	12,940.00	
02138	United Site Services of Texas, Inc.	10/12/2021	Regular	0.00	162.00	2819
114-12446760	Invoice	09/30/2021	County Line Pump Station	0.00	162.00	
02143	USA BlueBook	10/12/2021	Regular	0.00	20.75	2820
740676	Invoice	09/28/2021	Hach Free Chlorine Chemkey Reagents for	0.00	20.75	
02144	USIC Locating Services, LLC	10/12/2021	Regular	0.00	2,447.61	2821
466341	Invoice	09/30/2021	Locating Services 9/1/2021 - 9/30/2021	0.00	2,447.61	
02177	Wastewater Transport Services, LLC	10/12/2021	Regular	0.00	67,261.25	2822
11113144	Invoice	09/01/2021	Sludge Disposal - Bohls WWTP	0.00	20,310.00	
11113148	Invoice	09/01/2021	Sludge Disposal - Lakepointe WWTP	0.00	38,141.25	
11113166	Invoice	09/01/2021	Sludge Disposal - WTP	0.00	8,810.00	
00018	ACT Pipe & Supply	10/25/2021	Regular	0.00	357.11	2847
S100726655.001	Invoice	10/08/2021	3/4" Meter Adapters - Meter Tech	0.00	357.11	
00104	Arbor Car Wash	10/25/2021	Regular	0.00	1,054.55	2848
138	Invoice	09/30/2021	Car Wash/Detail/Lube Services	0.00	1,054.55	
00133	AT&T- Internet	10/25/2021	Regular	0.00	91.80	2849
5039135604	Invoice	10/11/2021	Subscriber/Router	0.00	91.80	
00209	Bill Bailey's Signs Corp.	10/25/2021	Regular	0.00	3,080.00	2850
15276	Invoice	09/10/2021	Fire Hydrant Signs	0.00	3,080.00	
00245	Brenntag Southwest Inc.	10/25/2021	Regular	0.00	42,228.84	2851
BSW324535	Invoice	09/03/2021	Aquapure for WTP	0.00	25,467.60	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
BSW331174A	Invoice	09/29/2021	Chlorine for Lakepointe WWTP	0.00	480.00	
BSW331341A	Invoice	09/29/2021	Chlorine for Bohls WWTP	0.00	480.00	
BSW332573	Invoice	10/05/2021	Aquamine for WTP	0.00	6,051.24	
BSW334330	Invoice	10/11/2021	Chlorine for WTP	0.00	9,750.00	
00445	Concentra	10/25/2021	Regular	0.00	189.00	2852
322738962	Invoice	09/29/2021	DOT Physical - Braxten McGinn & Nicholas	0.00	189.00	
00447	Core & Main LP	10/25/2021	Regular	0.00	806.74	2853
P728649	Invoice	10/07/2021	LM Tap Saddle for WO#1507	0.00	123.64	
P742824	Invoice	10/08/2021	LM Supplies for WO#1507	0.00	114.21	
P771640	Invoice	10/14/2021	LM Materials for WO#1599	0.00	568.89	
00457	CP&Y	10/25/2021	Regular	0.00	8,768.75	2854
WTCP1800076.0	Invoice	10/06/2021	Uplands WTP Trident/Office Building & Hi	0.00	1,078.75	
WTCP2000029.0	Invoice	10/06/2021	SCADA System Improvements	0.00	7,690.00	
00479	D.A.D.'s Lawn Services, LLC	10/25/2021	Regular	0.00	5,820.00	2855
20201069	Invoice	10/05/2021	Monthly Ground Maintenance - Septemb	0.00	5,820.00	
00603	DSHS Central Lab	10/25/2021	Regular	0.00	211.57	2856
CENCD058_0920	Invoice	10/05/2021	Lab Fees	0.00	211.57	
02758	EDC Construction	10/25/2021	Regular	0.00	650.00	2857
1031	Invoice	10/06/2021	Repair Mailbox 8322 Sharl Cove from WO	0.00	650.00	
00636	Elliott Electric Supply, Inc	10/25/2021	Regular	0.00	126.26	2858
51-09702-01	Invoice	10/14/2021	EMD Supplies for WO#980	0.00	144.84	
51-09702-02	Credit Memo	10/15/2021	Credit for Returned Item for WO#980	0.00	-18.58	
02755	Fed Ex	10/25/2021	Regular	0.00	81.16	2859
786193708288	Invoice	09/30/2021	Fed Ex Freight for Cla Val	0.00	81.16	
00725	Generator Field Services LLC	10/25/2021	Regular	0.00	69,641.00	2860
GFS7865	Invoice	09/23/2021	Generator for Lift Station No. 9	0.00	69,641.00	
00752	Grainger	10/25/2021	Regular	0.00	2,129.42	2861
9015575658	Invoice	08/09/2021	EMD Pressure Switch for WO#1288	0.00	150.70	
9069984442	Invoice	09/29/2021	EMD Tool for Fab Shop	0.00	169.80	
9075395773	Credit Memo	10/05/2021	Credit for Return of EMD 1" Ball Valve for	0.00	-711.38	
9079078763	Invoice	10/07/2021	EMD Inventory	0.00	950.40	
9080806889	Invoice	10/08/2021	EMD Inventory	0.00	751.95	
9082779662	Invoice	10/12/2021	EMD Inventory	0.00	814.00	
9082779670	Invoice	10/12/2021	EMD Battery for Truck 902	0.00	3.95	
00771	Guardian Industrial Supply LLC	10/25/2021	Regular	0.00	39.75	2862
073492	Invoice	10/05/2021	EMD Materials for WO#1464	0.00	31.80	
073503	Invoice	10/05/2021	Nameplate for Work Order #1464	0.00	7.95	
00800	Hays County MUD No 4	10/25/2021	Regular	0.00	8,508.56	2863
September 2021	Invoice	09/30/2021	Wastewater Billing Collections	0.00	8,508.56	
00823	Hill Country Office Systems	10/25/2021	Regular	0.00	155.45	2864
6546	Invoice	09/30/2021	Quarterly Maintenance	0.00	155.45	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	10/25/2021	Regular	0.00	1,712.08	2865
97525311	Invoice	09/28/2021	SDG Raw Water and Effluent	0.00	935.00	
97525346	Invoice	09/27/2021	SER Review-Patriot's Hall	0.00	238.50	
97525347	Invoice	09/27/2021	Hatchett Tract	0.00	344.50	
97525349	Invoice	09/27/2021	Dripping Springs WSC	0.00	53.00	
97525351	Invoice	09/27/2021	Dripping Springs ISD NSSA	0.00	141.08	
01349	Marcelo's Sand & Loam	10/25/2021	Regular	0.00	1,863.44	2866
526306	Invoice	09/30/2021	Retail - Washed Concrete @ 11402-3 Rim	0.00	258.75	
526307	Invoice	09/30/2021	Leveling Dump Fee @ 12004 W Hwy 290	0.00	36.00	

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
526308	Invoice	09/30/2021	Retail - Standard Base @ 11402-3 Rim Roc	0.00	173.88	
526309	Invoice	09/30/2021	Retail - Washed Concrete Stock	0.00	865.49	
526310	Invoice	09/30/2021	Retail - Washed Concrete @ WTP Stock	0.00	236.44	
527000	Invoice	10/10/2021	Retail - Crushed Limestone for WO#1507	0.00	292.88	
01434	McCoy's Building Supply	10/25/2021	Regular	0.00	468.29	2867
6268650	Invoice	10/07/2021	LM Materials for WO#1507 (non inventor	0.00	159.39	
6962323	Invoice	10/05/2021	Hydraulic Oil for EQ-01 Bobcat	0.00	39.99	
6962768	Invoice	10/13/2021	LM Battery Supplies for Truck # 802	0.00	48.97	
7468206	Invoice	10/08/2021	LM Shop Supplies	0.00	219.94	
01583	Office Depot	10/25/2021	Regular	0.00	306.77	2868
20211005	Invoice	10/05/2021	Office Supplies for Admin Office	0.00	306.77	
01629	Pedernales	10/25/2021	Regular	0.00	-17,795.78	2869
01629	Pedernales	10/25/2021	Regular	0.00	17,795.78	2869
0950 2021.10	Invoice	10/08/2021	Electric Charges - Pump Station 7	0.00	38.10	
2795 - 2021.10	Invoice	10/08/2021	Electric Charges - Pump Station 7	0.00	15,376.31	
5199 - 2021.10	Invoice	10/08/2021	Electric Charges - EST 2	0.00	74.58	
6270 - 2021.10	Invoice	10/08/2021	Electric Charges - Pump Station 5	0.00	2,243.18	
6972 - 2021.10	Invoice	10/08/2021	Electric Expense - Pump Station 6	0.00	63.61	
01654	PostNet TX144	10/25/2021	Regular	0.00	16.22	2870
525787	Invoice	10/12/2021	Monthly Reports to TCEQ for September	0.00	16.22	
01657	Precision Calibrate Meter Services	10/25/2021	Regular	0.00	1,500.00	2871
1535	Invoice	10/11/2021	LM Replace Chop Saw Truck #508 WO#15	0.00	1,500.00	
01707	Ready Refresh	10/25/2021	Regular	0.00	118.87	2872
01J0126896174	Invoice	10/16/2021	Water Delivery & Rental Fees	0.00	118.87	
01718	Rent Equip, LLC	10/25/2021	Regular	0.00	1,922.08	2873
842081-3	Invoice	10/09/2021	Line Maintenance Rentals for WO#1507	0.00	1,587.76	
842304-3	Invoice	10/13/2021	Line Maintenance Rentals for WO#1598	0.00	334.32	
02722	Secretary of State	10/25/2021	Regular	0.00	21.00	2874
20210603	Invoice	06/03/2021	Application for Appointment as Texas Not	0.00	21.00	
01907	Shows Utilities, Inc.	10/25/2021	Regular	0.00	3,500.00	2875
55	Invoice	10/13/2021	Water Bore for 11513 Rim RockTrail WO#	0.00	3,500.00	
02143	USA BlueBook	10/25/2021	Regular	0.00	1,241.13	2876
746831	Invoice	10/04/2021	Supplies for WTP	0.00	967.94	
750095	Invoice	10/06/2021	Nalgene Bottles for WTP	0.00	65.49	
754461	Invoice	10/11/2021	Steel Toe Boots & Hard Hat for LM	0.00	207.70	
02177	Wastewater Transport Services, LLC	10/25/2021	Regular	0.00	7,732.50	2877
11113716	Invoice	10/06/2021	Lift Station Cleaning - Bohls WWTP	0.00	1,440.00	
11113718	Invoice	10/06/2021	Lift Station Cleaning - LS#11	0.00	1,320.00	
11113719	Invoice	10/06/2021	Lift Station Cleaning - Lift Station #10	0.00	1,080.00	
11113720	Invoice	10/06/2021	Lift Station Cleaning - Lift Station #9	0.00	1,560.00	
11113721	Invoice	10/06/2021	Lift Station Cleaning - Lakepointe WWTP	0.00	1,320.00	
11113865	Invoice	10/13/2021	Emergency Lift Station Cleaning - LS#11	0.00	1,012.50	
00128	AT&T	10/27/2021	Regular	0.00	1,912.65	2878
10052021	Invoice	10/05/2021	Telephone Expense - Consolidated Bill	0.00	1,912.65	
00132	AT&T Wireless	10/27/2021	Regular	0.00	2,005.41	2879
287257473032	Invoice	10/04/2021	Staff Wireless Expense - 8/5/2021 - 9/4/2	0.00	2,005.41	
00141	Austin American- Statesman	10/27/2021	Regular	0.00	1,398.42	2880
0000665061	Invoice	10/14/2021	Austin American Statesman Notice -LCRA	0.00	1,398.42	
00457	CP&Y	10/27/2021	Regular	0.00	2,357.00	2882
WTCP1800076.0	Invoice	05/07/2021	Uplands WTP Trident/Office Building & Hi	0.00	595.00	

Check Report

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

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
WTCP200029.00-	Invoice	05/07/2021	SCADA System Improvements		0.00	1,762.00	
00573 SWPKWY GST 2 -	DN Tanks, Inc Invoice	10/21/2021	10/27/2021 Southwest Parkway GST 2 - Pay App 14	Regular	0.00	303,108.52	2883
00825 110811012021	Hill Country Texas Galleria, LLC Invoice	11/01/2021	10/27/2021 Lease Expense	Regular	0.00	16,608.09	2884
02133 025-352594	Tyler Technologies, Inc Invoice	09/30/2021	10/27/2021 Utility Billing Notification Calls & SMS	Regular	0.00	23.00	2885
00416 398393981466	City of Austin Invoice	09/17/2021	10/05/2021 Utility Expense	Bank Draft	0.00	220.98	DFT0000993
00416 540208379984	City of Austin Invoice	09/20/2021	10/05/2021 Utility Expense	Bank Draft	0.00	170.66	DFT0000994
02700 74691496	WEX Bank Invoice	09/15/2021	10/14/2021 Fuel Purchases	Bank Draft	0.00	2,939.07	DFT0001042
00416 040245287633	City of Austin Invoice	09/29/2021	10/13/2021 Utility Expense	Bank Draft	0.00	78.16	DFT0001043
02700 74244633	WEX Bank Invoice	09/23/2021	10/14/2021 Fuel Purchases	Bank Draft	0.00	1,049.57	DFT0001044
00416 071910538421	City of Austin Invoice	10/11/2021	10/25/2021 Utility Expense	Bank Draft	0.00	95,152.51	DFT0001057
00416 718096547037	City of Austin Invoice	10/14/2021	10/25/2021 Utility Expense	Bank Draft	0.00	20,877.62	DFT0001058
00416 540955006999	City of Austin Invoice	10/19/2021	10/25/2021 Utility Expense	Bank Draft	0.00	156.67	DFT0001059
00416 398150373395	City of Austin Invoice	10/18/2021	10/25/2021 Utility Expense	Bank Draft	0.00	183.96	DFT0001060
00416 224285029765	City of Austin Invoice	10/15/2021	10/25/2021 Utility Expense	Bank Draft	0.00	52.62	DFT0001061
00416 399233567264	City of Austin Invoice	10/13/2021	10/25/2021 Utility Expense	Bank Draft	0.00	132.34	DFT0001062
01629 0950 2021.10	Pedernales Invoice	10/08/2021	10/25/2021 Electric Charges - Pump Station 7	Bank Draft	0.00	17,795.78	DFT0001063
2795 - 2021.10	Invoice	10/08/2021	Electric Charges - Pump Station 7		0.00	38.10	
5199 - 2021.10	Invoice	10/08/2021	Electric Charges - EST 2		0.00	15,376.31	
6270 - 2021.10	Invoice	10/08/2021	Electric Charges - Pump Station 5		0.00	74.58	
6972 - 2021.10	Invoice	10/08/2021	Electric Expense - Pump Station 6		0.00	2,243.18	
00416 441779651829	City of Austin Invoice	10/04/2021	10/18/2021 Utility Expense	Bank Draft	0.00	63.61	DFT0001064
02756 FBN4310662	ENTERPRISE FM TRUST Invoice	10/05/2021	10/20/2021 Enterprise Fleet Monthly Vehicle Charges	Bank Draft	0.00	24,707.61	DFT0001101

Check Report

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

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
FBN4310662-1	Credit Memo	10/05/2021	Enterprise processed payment for .20 less	0.00	-0.20	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	64	0.00	1,114,333.21
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-19,906.84
Bank Drafts	19	14	0.00	165,786.54
EFT's	1	1	0.00	141,890.41
	151	81	0.00	1,402,103.32

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	64	0.00	1,114,333.21
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-19,906.84
Bank Drafts	19	14	0.00	165,786.54
EFT's	1	1	0.00	141,890.41
	151	81	0.00	1,402,103.32

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	10/2021	1,402,103.32
			1,402,103.32

ITEM C



Murfee Engineering Company

November 4th, 2021

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

**Re: WTCPUA County Line 1308 Pump Station 1340 Conversion
Contractor's Application for Payment No. 9**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 9 from Payton Construction, Inc. for the period ending November 3rd, 2021. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of four hundred fifty-seven thousand eight hundred sixty-six dollars and seventy-five cents (\$457,866.75). This application for payment is broken down as follows:

Original Contract Price:	\$1,549,710.00
Change Orders No. <u>1</u> to <u>1</u> :	\$(6,353.00)
Contract Price with Change Orders	\$1,543,357.00
Total Completed and stored to Date:	\$1,245,932.00
Retainage (5%):	\$62,296.60
Amount Due this Application:	\$457,866.75
Balance to Finish, Plus Retainage:	\$359,721.60

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

Sincerely,

A handwritten signature in blue ink that reads 'Jason Baze'. The signature is fluid and cursive, with the first name 'Jason' and last name 'Baze' clearly legible.

Jason Baze, P.E.
Project Manager

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-135

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER: West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738

PROJECT: County Line 1308 Pump Station 1340 Conversion
12004 1/2 West U.S. 290 Hwy.
Austin, Texas 78737

APPLICATION NO: 9
APPLICATION DATE: 11/03/21
PERIOD TO: 10/07/21 to 11/03/21
PCI JOB NO: 229

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR: Payton Construction, Inc.
P.O. Box 1734
Wimberley, Texas 78676

ENGINEER: Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, Texas 78746

CONTRACT DATE: 01/20/21 **NOTICE TO PROCEED:** 02/01/21 **COMPLETION DATE:** 12/23/21 **CONTRACT TIME:** 325 CD **CONTRACT TIME USED:** 289 CD

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,549,710.00
2. NET CHANGE BY CHANGE ORDERS	\$	(6,353.00)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,543,357.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,245,932.00
5. RETAINAGE:		
a. 5% of Completed Work	\$	62,296.60
(Column D + E on G703)		
b. 5% of Stored Material	\$	0.00
(Column F on G703)		
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$	62,296.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,183,635.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	725,768.65
8. CURRENT PAYMENT DUE	\$	457,866.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	359,721.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$6,353.00
Total changes approved this month by Owner	\$0.00	\$0.00
Totals	\$0.00	\$6,353.00
Net Changes by Change Order	-\$6,353.00	

CONTRACTOR'S CERTIFICATION

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

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

Contractor Signature

By: Paul C. Flippo

Date: 11/03/21

State of: Texas

County of: Hays

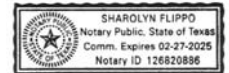
Subscribed and sworn to before me this

3rd day of November, 2021.

Notary Public: Sharolyn Flippo

My Commission expires: 02/27/2025

Sharolyn Flippo



Payment is recommended by:

Blake West

(Construction Inspector)

Date: 11/04/2021

Payment is recommended by:

Jason Bze

(Engineer)

Date: 11-4-2021

Payment is approved by:

(Owner)

Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: WTCPUA - County Line 1308 Pump Station 1340 Conversion

OWNER: West Travis County Public Utility Agency

ENGINEER: Murfee Engineering Company, Inc.

CONTRACTOR: Payton Construction, Inc.

APPLICATION NO: 9

APPLICATION DATE: 11/03/21

PAYMENT PERIOD FRO 10/07/21 to 11/03/21

PCI PROJECT NO: 229

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
E-1	205 SY - Limits of Construction Restoration	4,100.00	1,025.00	0.00	0.00	1,025.00	0.25	3,075.00	51.25
E-2	215 LF - Silt Fence	860.00	860.00	0.00	0.00	860.00	1.00	0.00	43.00
W-1	1 LS - Pump Station Building	212,000.00	201,400.00	2,120.00	0.00	203,520.00	0.96	8,480.00	10,176.00
W-2	1 LS - Installation of Fourth Pump Can	23,000.00	23,000.00	0.00	0.00	23,000.00	1.00	0.00	1,150.00
W-3	3 EA. - 1500 GPM Vertical Turbine Pumps	384,000.00	53,760.00	311,040.00	0.00	364,800.00	0.95	19,200.00	18,240.00
W-4	3 EA. - 12" Pump Control Valve	84,000.00	84,000.00	0.00	0.00	84,000.00	1.00	0.00	4,200.00
W-5	4 EA. - 12" Resilient Wedge Gate Valve	12,000.00	12,000.00	0.00	0.00	12,000.00	1.00	0.00	600.00
W-6	4 EA. - 16" Resilient Wedge Gate Valve	40,000.00	40,000.00	0.00	0.00	40,000.00	1.00	0.00	2,000.00
W-7	1 EA. - 24" Insert Valve	78,000.00	78,000.00	0.00	0.00	78,000.00	1.00	0.00	3,900.00
W-8	40 LF - 16" Suction Piping	16,000.00	16,000.00	0.00	0.00	16,000.00	1.00	0.00	800.00
W-9	35 LF - 24" Suction Piping	29,750.00	29,750.00	0.00	0.00	29,750.00	1.00	0.00	1,487.50
W-10	30 LF - 12" Discharge Piping	48,000.00	48,000.00	0.00	0.00	48,000.00	1.00	0.00	2,400.00
W-11	1 LS - Tie-in to Discharge Header	11,000.00	11,000.00	0.00	0.00	11,000.00	1.00	0.00	550.00
W-12	1 LS - Demolition and Removal Work	17,000.00	14,900.00	2,100.00	0.00	17,000.00	1.00	0.00	850.00
W-13	1 LS - Temp. Support of Exist. Electrical Equipment	4,000.00	4,000.00	0.00	0.00	4,000.00	1.00	0.00	200.00
W-14	1 LS - Install 16" Wafer Check Valve in EST	5,000.00	100.00	0.00	0.00	100.00	0.02	4,900.00	5.00
M-1	1 LS - HVAC System	160,000.00	116,800.00	35,200.00	0.00	152,000.00	0.95	8,000.00	7,600.00
EL-1	1 LS - Electrical Service Upgrade	6,000.00	100.00	4,700.00	0.00	4,800.00	0.80	1,200.00	240.00
EL-2	1 LS - Electrical Work	330,000.00	70,793.00	110,707.00	0.00	181,500.00	0.55	148,500.00	9,075.00
EL-3	1 LS - SCADA and Programming	85,000.00	1,000.00	0.00	0.00	1,000.00	0.01	84,000.00	50.00
CO-1	1 LS - Change Order No. 1								
	Partial Deletion of Item W-7	-63,000.00	-63,000.00	0.00	0.00	-63,000.00	1.00	0.00	-3,150.00
	(3 ea.) Suction Side Pressure Transmitters & Piping	24,155.00	7,000.00	0.00	0.00	7,000.00	0.29	17,155.00	350.00
	(3 ea.) 2" Combination Air Valves and Piping	14,288.00	4,000.00	9,574.00	0.00	13,574.00	0.95	714.00	678.70
	Spare 3" Conduit from Pump Station to EST	2,201.00	0.00	0.00	0.00	0.00	0.00	2,201.00	0.00
	Exist. Pump Can Anchor Bolts and Grout Retrofit	3,479.00	3,479.00	0.00	0.00	3,479.00	1.00	0.00	173.95
	Painting of the Interior CMU Walls	12,524.00	6,000.00	6,524.00	0.00	12,524.00	1.00	0.00	626.20
	TOTAL	1,543,357.00	763,967.00	481,965.00	0.00	1,245,932.00	0.81	297,425.00	62,296.60

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

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared
 Wendell W. Payton, known to me to be a credible person, and
 President of Payton Construction, Inc.
 , a Texas Corporation (hereinafter called "Contractor"), and who, being first
duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Payton Construction, Inc.
 (the "Contractor") dated January 20, 2021.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including 10/06/21,
 (the "Release Date").

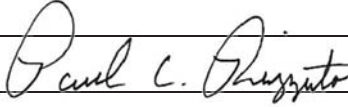
5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether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

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

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

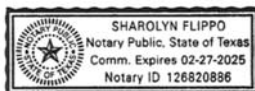
in connection with any construction or work on the Land or the Facilities up to and including the Release Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished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


EXECUTED on this the 3rd day of November, 2021.

CONTRACTOR Payton Construction, Inc.
By: 
Print Name: Paul A. Rizzuto
Title: Project Manager

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

SWORN TO AND SUBSCRIBED BEFORE ME on this 3rd day of November, 2021




Notary Public in and for the State of Texas
Printed Name: Sharolyn Flipppo
My Commission Expires: February 27, 2025

ATTACH:
Exhibit A - List of Subcontractors

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

Exhibit “A”
List of Subcontractors

1. T. Morales Company
2. Pump Solutions, Inc.
3. Water Damage Roofing of Austin
4. Diamondback Mechanical Group
5. JW Brick
6. Brighton Custom Painting, LLC
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

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

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Tina Morales-Eldridge
who, being by me duly sworn, states as follows:

I.

My name is Tina Morales-Eldridge. I am, Pres. of G.P. of
T. Morales Company (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), WTCPVA and Payton Construction ("Contractor"), dated 1-22-2021.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 12,301.00 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number PAP 4 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to July 30, 2021 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 47,023.00.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 2 day of September, 2021.

T. Morales Company
(SUBCONTRACTOR)

By: Tina Morales-Eldridge
Print Name: Tina Morales-Eldridge
Title: Pres. of G.P.

SWORN TO AND SUBSCRIBED BEFORE ME this 2 day of Sept, 2021.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

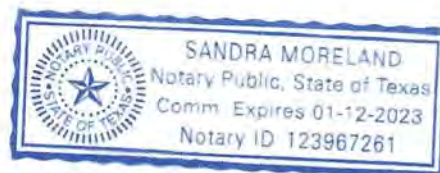
This instrument was acknowledged before me on the 2 day of Sept, 2021 by Tina Morales-Eldridge, Pres. of G.P. of T. Morales Company, a LTD, on behalf of said Company.

Sandra Moreland

Notary Public in and for the State of Texas

Printed Name: Sandra Moreland

My Commission Expires: 1/12/2023



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

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared CHRIS HILL
who, being by me duly sworn, states as follows:

I.

My name is CHRIS HILL. I am, OWNER of
DIAMONDBACK MECHANICAL (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and RAYTON CONSTRUCTION ("Contractor"), dated 10/22/21.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 24,225.00 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 10307 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to 9/23/21, _____ (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 93,610.00.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 22 day of OCTOBER, 2021

DIAMONDBACK MECHANICAL
(SUBCONTRACTOR)

By: [Signature]

Print Name: Chris Hill

Title: Co-Owner

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of OCTOBER, 2021

[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

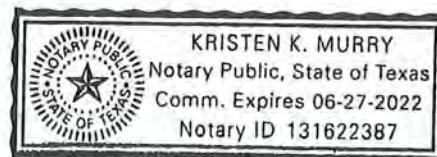
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This instrument was acknowledged before me on the 22 day of OCTOBER, 2021 by CHRIS HILL of DIAMONDBACK MECHANICAL a TEXAS COMPANY, on behalf of said CONTRACT.

[Signature]
Notary Public in and for the State of Texas

Printed Name: Kristen Murry

My Commission Expires: 06/27/22



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

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Coby Allan Hinkle
who, being by me duly sworn, states as follows:

I.

My name is Coby Allan Hinkle. I am, President of
WDR (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA County Line 1308 Pump Station 1340 Conversion (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and _____ ("Contractor"), dated _____.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 9,643.45 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 1585 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to November 1, 2021 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ _____.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 1st day of November, 2021.

Coby Hank

(SUBCONTRACTOR)

By: Coby Hank

Print Name: Coby Allan Hank

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME this 1st day of November, 2021.

Angela Loving

Notary Public, State of Texas

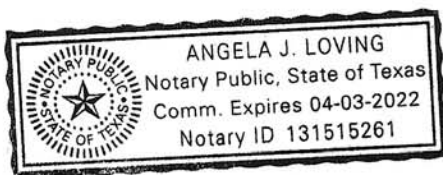
THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

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This instrument was acknowledged before me on the 1st day of November, 2021 by Coby Hank, President of WDR, a Corporation, on behalf of said _____.



Angela Loving

Notary Public in and for the State of Texas

Printed Name: Angela Loving

My Commission Expires: 4.3.2022

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

00810-20

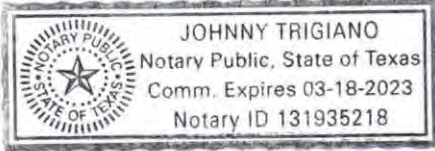
Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 2 day of November, 2021

J. W. Buck, Inc
(SUBCONTRACTOR)

By: Marilyn A. Winford
Print Name: Marilyn A. Winford
Title: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME this 2 day of Nov 2021



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §

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COUNTY OF TRAVIS Comal §

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

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 9

Original Contract Price:		\$1,549,710.00
Net Change by Change Orders:		-\$6,353.00
Current Contract Price:		\$1,543,357.00
Total Completed and Stored to Date:		\$1,245,932.00
Retainage		
5% Work Completed (D+E):	\$1,245,932.00	\$62,296.60
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$62,296.60
Amount Eligible to Date:		\$1,183,635.40
Less Previous Payments:		\$725,768.65
Amount Due this Application:		\$457,866.75
Balance to Finish, Plus Retainage:		\$359,721.60



Murfee Engineering Company

November 4th 2021

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

**Re: WTCPUA SWP GSTs
Contractor's Application for Payment No. 15**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 15 from DN Tanks, Inc. for the period ending October 28th, 2021. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred eighty six thousand, one hundred sixty eight dollars and six cents (\$186,168.06). This application for payment is broken down as follows:

Original Contract Price:	\$3,242,374.40
Net Change by Change Orders:	\$694.46
Current Contract Price:	\$3,243,068.86
Total Completed and Stored to Date:	\$3,210,113.38
Retainage (5%):	\$160,505.67
Amount Due this Application:	\$186,168.06
Balance to Finish, Plus Retainage:	\$193,461.15

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

Sincerely,

A handwritten signature in blue ink that reads 'Jason Baze'.

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.146

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: WEST TRAVIS COUNTY PUA 13215 Bee Cave Pkwy Bldg. B, Suite 110 Bee Cave, TX 78738 FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690 Phone: 781-246-1133	PROJECT: AUSTIN, TX (WTC PUA SWPKWY GST) 10710 1/2 W. SH 71 Austin, TX 78735 Contractor Job Number: 2020-024 VIA ENGINEER: Murfee Engineering Co., Inc.	APPLICATION NO: 15 DATE: 11/1/2021 PERIOD TO: 10/28/2021 Engineer's Project No. 11051.110/146 CONTRACT DATE: 7-27-20
CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank		

CONTRACTOR'S APPLICATION FOR PAYMENT

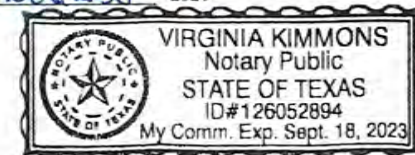
1. ORIGINAL CONTRACT SUM	\$	3,242,374.40
2. Net change by Change Orders	\$	694.46
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	3,243,068.86
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	3,210,113.38
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	160,505.67
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	160,505.67
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	3,049,607.71
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,863,439.65
8. CURRENT PAYMENT DUE	\$	186,168.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	193,461.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,908.46	(\$16,214.00)
Total approved this Month		
TOTALS	\$16,908.46	(\$16,214.00)
NET CHANGES by Change Order		\$694.46

CONTRACTOR'S CERTIFICATION

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

By: William R. Dwyer Date: November 1, 2021
 (Project Manager)
 State of: TEXAS Texas
 Subscribed and sworn to before me this 1st day of NOVEMBER 2021
 Notary Public: Virginia Kimmons
 My Commission expires: 9.18.23



Payment is recommended by: Scott Beardsworth
 (Construction Inspector [if applicable])

11/02/2021

(Date)

Payment is recommended by: Jason Bge
 (Engineer)

11-4-2021

(Date)

Payment is Approved by: _____
 (Owner)

(Date)

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

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

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

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Southwest Parkway GST (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and DN Tanks (the "Contractor") dated July 27, 2020.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including September 28, 2021 (the "Release Date").

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

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

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

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

EXECUTED on this the 1st day of November, 2021.

CONTRACTOR DN Tanks, Inc

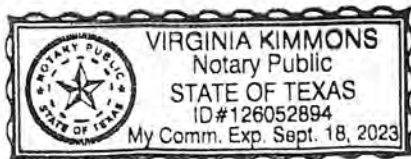
11 Teal Rd. Wakefield, MA 01880

By: *Adrian Domek*

Print Name: Adrian Domek

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 1st day of November, 2021



Virginia Kimmons
Notary Public in and for the State of Texas

Printed Name: VIRGINIA KIMMONS

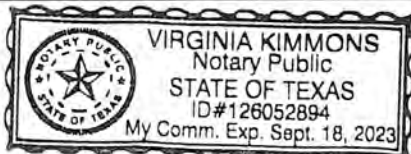
My Commission Expires: 9.18.23

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 1 day of NOVEMBER, 2021 by _____, _____ of _____, a _____, on behalf of said _____.



Virginia Kimmons
Notary Public in and for the State of Texas

Printed Name: VIRGINIA KIMMONS

My Commission Expires: 9.18.23

ATTACH:

Exhibit A - List of Subcontractors

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

Exhibit "A"
List of Subcontractors

1. Mesa Contracting, LLC
2. Premium Gutters, Inc.
3. Martin Marietta
4. H&H Electrical Services, LLC
5. Red Valve Company, Inc
6. Iseler Demolition, Inc
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: Southwest Parkway Ground Storage Tank

Location: Austin, TX

Application No: 15

Contractor's Job Number: 2020-024

Engineer's Project No: 11051.110/146

Date: 11/1/2021

Period To: 10/28/2021

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.10	3450.24	0.65	22,426.56	0.75	25,876.80	75%	1293.84
Total				34,503.00		3,450.24		22,426.56		25,876.80	75%	1293.84
E-2 2000	Silt Fence	4,716.00	1.000 EA	4,716.00	0.90	4244.40	0.00	0.00	0.90	4,244.40	90%	212.22
Total				4,716.00		4,244.40		0.00		4,244.40	90%	212.22
E-3 2000	Stabilized Construction Entrance	3,600.00	1.000 EA	3,600.00	0.90	3240.00	0.10	360.00	1.00	3,600.00	100%	180.00
Total				3,600.00		3,240.00		360.00		3,600.00	100%	180.00
W-1	Ground Storage Tank	1,251,599.00	1.000 LS	1,251,599.00	0.993	1,242,723.90	0.004	4,437.55	0.996	1,247,161.45	99.6%	62358.07
Total				1,251,599.00		1,242,723.90	0.004	4,437.55		1,247,161.45	99.6%	62,358.07
W-2 2010	16" Water Line	34,626.00	1.000 LS	34,626.00	1.00	7000.00	0.00	0.00	1.00	34,626.00	100%	1731.30
Total				34,626.00		7,000.00		0.00		34,626.00	100%	1,731.30
W-3 2010	20" Water Line	19,720.00	1.000 LS	19,720.00	1.00	19720.00	0.00	0.00	1.00	19,720.00	100%	986.00
Total				19,720.00		19,720.00		0.00		19,720.00	100%	986.00
W-4 2010	20" Tie-In Infrastructure	3,600.00	1.000 LS	3,600.00	1.00	3600.00	0.00	0.00	1.00	3,600.00	100%	180.00
Total				3,600.00		3,600.00		0.00		3,600.00	100%	180.00
W-5 2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	1.00	2200.00	0.00	0.00	1.00	2,200.00	100%	110.00
Total				2,200.00		2,200.00		0.00		2,200.00	100%	110.00
W-6 2010	In-Tank Hydrodynamic Mixer	154,800.00	1.000 LS	154,800.00	1.00	154800.00	0.00	0.00	1.00	154,800.00	100%	7740.00
Total				154,800.00		154,800.00		0.00		154,800.00	100%	7,740.00
W-7 2010	47' x 3.5' Drainage Flume	64,131.99	1.000 LS	64,131.99	0.00	0.00	0.95	60,925.39	0.95	60,925.39	95%	3046.27
Total				64,131.99		0.00		60,925.39		60,925.39	95%	3,046.27
W-8 2010	Tree Removal	5,800.00	1.000 LS	5,800.00	1.00	5800.00	0.00	0.00	1.00	5,800.00	100%	290.00
Total				5,800.00		5,800.00		0.00		5,800.00	100%	290.00
W-9 2020	Demolition and Removal of Existing GST	50,500.00	1.000 LS	50,500.00	1.00	50500.00	0.00	0.00	1.00	50,500.00	100%	2525.00
Total				50,500.00		50,500.00		0.00		50,500.00	100%	2,525.00
EL-1 2020	Electrical Work	46,600.00	1.000 LS	46,600.00	1.00	46600.00	0.00	0.00	1.00	46,600.00	100%	2330.00
Total				46,600.00		46,600.00		0.00		46,600.00	100%	2,330.00
TS-1 2020	Trench Safety	3,060.00	1.000 LS	3,060.00	1.00	3060.00	0.00	0.00	1.00	3,060.00	100%	153.00
Total				3,060.00		3,060.00		0.00		3,060.00	100%	153.00
TS-2 2020	Temporary Fencing	536.00	1.000 LS	536.00	1.00	536.00	0.00	0.00	1.00	536.00	100%	26.80
Total				536.00		536.00		0.00		536.00	100%	26.80
AL-1	AL-1 Ground Storage Tank #2	1,559,900.40	1.000 LS	1,559,900.40	0.923	1,439,046.46	0.069	107,816.88	0.992	1,546,863.34	99.2%	77343.17
	CO#3 GST2 outlet reorientation	3,176.47	1.000 LS	3,176.47	0.45	1429.41	0.55	1,747.06	1.00	3,176.47	100%	158.82
Total				1,563,076.87		1,439,046.46		107,816.88		1,546,863.34	99.0%	77,343.17
Application Total				3,243,068.86		2,986,521.00		195,966.38		3,210,113.38		160,505.67

ITEM D



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

November 18, 2021

Mr. Felix Manka, P.E.
Burgess and Niple, Inc.
235 Ledge Stone Drive
Austin, TX 78737

DRAFT

Re: Service Availability
Wayfinder Apartment Project
Austin, TX 78737
WTCPUA Project # 290-21-033

Dear Mr. Manka:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed apartment development. Service Availability for one-hundred and four (104) LUEs of water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Applicant enters into a Non-Standard Water Service Agreement with the PUA for one-hundred four (104) LUEs of water service within three (3) months of the date of the letter. The 104 LUEs for the Proposed Development shall come from the maximum LUE allocation contained in the 2013 Compromise and Settlement Agreement between the Shaw Interests, DH1 and the PUA. All terms and conditions of the Compromise and Settlement Agreement shall apply to these 104 LUEs.
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 PUA inspects and accepts the facilities per the approved construction plans and specifications.

November 18, 2021

DRAFT

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

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. Felix Manka, P.E.
Page 3

November 18, 2021

DRAFT

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

Sincerely,

Jennifer Riechers
General Manager

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

Nonstandard Service Agreement – [WayFinder Four Star Project]

AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE (WAYFINDER PROPERTIES, LLC)

This Agreement for the Provision of Nonstandard Retail Water Service (the "Agreement") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and **Wayfinder Properties LLC**, a Texas limited liability company ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer plans to develop approximately 6.77 acres of land within the WTCPUA's water service area as shown on the attached **Exhibit A** (the "Proposed Development"); and

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

WHEREAS, the Proposed Development is partially subject to the "Existing Agreements" affecting the Ledgestone Development (formerly known as the Bush Ranch) related to the provision of retail water service from WTCPUA, including the acquisition of Living Unit Equivalents ("LUEs") of retail water service; and

WHEREAS, 13 LUEs Developer seeks to secure from WTCPUA are LUEs previously allocated to a portion of the Proposed Development; and

WHEREAS, 15.75 LUEs Developer seeks to secure from WTCPUA will be calculated using the LUE Equivalency Table pursuant to the 2013 Compromise and Settlement Agreement; and

WHEREAS, the Developer desires to reserve and pay impact fees for the remaining 75.25 LUEs of retail water service from WTCPUA pursuant to this Agreement in accordance with WTCPUA Rules and Policies for the Proposed Development; and

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

Nonstandard Service Agreement – [WayFinder Four Star Project]

- (a) "Agreement" shall mean this Agreement, its attachments, exhibits, and matters included by reference, 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 **Wayfinder Properties LLC** or its Assignees.
- (d) "Developer Deposit" shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) "Developer Facilities" shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) "Effective Date" shall mean the date of the last signature to this Agreement.
- (g) "Existing Agreements" shall mean the 2006 UFAA, 2013 Settlement Agreement and 2015 Water Line Agreement, as those terms are defined herein.
- (h) "Impact Fees" mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA's central water facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (i) "LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (j) "Reservation Fee" shall mean an annual fee imposed pursuant to the WTCPUA's Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (k) "Reservation Period" shall mean a four (4) year period commencing on the Effective Date of this Agreement.
- (l) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (m) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (o) "WTCPUA System" shall mean the WTCPUA's existing water treatment and

Nonstandard Service Agreement – [WayFinder Four Star Project]

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 and pumping facilities.

(p) “2006 UFAA” shall mean the October 19, 2006 Water Utility Facilities Acquisition Agreement.

(q) “2013 Settlement Agreement” shall mean the 2013 Compromise and Settlement Agreement.

(r) “2015 Water Line Agreement” shall mean the July 8, 2015 Agreement Concerning Construction of 20” Water Line.

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

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

ARTICLE II

SERVICE COMMITMENT

Section 2.1 WTCPUA to Provide Service. (a) For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 104 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 104 LUEs.

(b) 13 LUEs have been allocated to the Proposed Development historically, and remain available for utilization by Developer (the “Historical LUEs”).

(c) 15.25 LUEs for the Proposed Development are eligible for purchase on the basis of the LUE Equivalency Table contained in the 2013 Compromise and Settlement Agreement between the Shaw Interests, DHI and the WTCPUA. All terms and conditions of the Compromise and Settlement Agreement shall apply to these 15.25 LUEs.

(d) The remaining 75.25 LUEs shall be eligible for purchase in accordance with WTCPUA Rules and Policies.

Section 2.2 No Implied Waivers or Credits. Nothing in this Agreement shall be interpreted to waive service conditions for Retail Customers in the Proposed Development or otherwise grant credit to Developer or the Proposed Development or any portion thereof for any fee, charge, or

Nonstandard Service Agreement – [WayFinder Four Star Project]

payment, otherwise applicable under this Agreement or WTCPUA's Rules and Policies, except as provided in Section 4.2.

ARTICLE III

DEVELOPER FACILITIES

Section 3.1 Developer Facilities. Developer shall construct the Developer Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

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 may delay WTCPUA review and acceptance of the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV

COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Service. Except as provided in Section 4.2, Developer and WTCPUA agree that the WTCPUA is not required to commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies governing the commencement of such service, including the payment of Impact Fees as provided in Section 4.2. Each customer within the Proposed Development is encouraged to install and maintain a customer service pressure reducing valve located on the water service line located outside the respective customer's meter box.

Section 4.2. Impact Fees. Developer shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for the 91 new LUES out of the total 104 LUES.

Section 4.3. Reservation Fees. (a) Developer shall annually pay Reservation Fees for water service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each

Nonstandard Service Agreement – [WayFinder Four Star Project]

anniversary of the Effective Date of this Agreement times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an event of default. If Developer fails to pay Reservation Fees on the Due Date, the WTCPUA may terminate this Agreement, with immediate effect, by giving notice to the Developer. Any remaining LUEs for which Reservation Fees are not paid will no longer be considered in "reserved status" and such nonpayment will be considered a breach of contract and Developer may be subject to any and all penalties and remedies applicable to a breach of this Agreement.

(b) 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, which consent shall not be unreasonably withheld.

(c) Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 104 LUEs of water has not been installed, or for which impact fees have not been paid, in accordance with WTCPUA Rules and Policies provisions. 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 104 LUEs of water service runs with and is assigned to the Proposed Development.

(d) Notwithstanding any in this Section 4.3 to the contrary, Reservation Fees shall not be due or payable for the 13 Historical LUEs identified in Section 2.1(b).

Section 4.4 Right of Access. Developer agrees to provide the WTCPUA with 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 LUEs, other than the Historical LUEs, for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as

Nonstandard Service Agreement – [WayFinder Four Star Project]

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

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

ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Entire Agreement. This Agreement, constitutes 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, except that this Agreement does not amend or modify the Existing Agreements. This Agreement may not be modified, discharged or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto.

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

Nonstandard Service Agreement – [WayFinder Four Star Project]

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 Pkwy., Bldg B, Ste. 110
 Bee Cave, Texas 78738
 E-mail: jriechers@wtcpua.org

Copy to: Stefanie Albright
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue Suite 1900
 Austin, Texas 78701
 E-mail: salbright@lglawfirm.com

Developer: Wayfinder Properties LLC
 Attn: Mac McElwrath, Managing Principal
 904 Rio Grande, Suite 100
 Austin, Texas 78701
 E-mail: mac@wayfinder-re.com

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

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

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

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

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

Nonstandard Service Agreement – [WayFinder Four Star Project]

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

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

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

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

[Signature pages to follow]

Nonstandard Service Agreement – [WayFinder Four Star Project]

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: _____

By: _____
Walt Smith
Secretary/Treasurer

Date: _____

ATTEST:

Nonstandard Service Agreement – [WayFinder Four Star Project]

WAYFINDER PROPERTIES LLC

By: _____
Mac McElwrath
Managing Principal

Date: _____

Nonstandard Service Agreement – [WayFinder Four Star Project]

EXHIBIT A
SITE MAP

EXHIBIT B
DEVELOPER FACILITIES

ITEM E



Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
6/26/2021	Q2021271

Name / Address
West Travis County Public Utility Agency 12215 FM 2244 Austin, TX 78738

Ship To
West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, TX 78738 Bubba: 512-765-3752

Terms	Rep	FOB
CUSTOM-SEE NO...	RDB	PMCI

Item	Description	Qty	U/M	Cost	Total
Service	SCOPE OF WORK: Customer has Amiad Filter / Scanner that have become inoperable and interfering with the normal operations of the pumping station. Customer would like to replace the filter with current time / day filtration system. PMC will have technicians remove the filter and all associated components and haul off. Fabricator will modify the pump station existing filter flanges to match the new filters quoted. The centerlines of the filters are incompatible. Technicians will replace the 10" lugged type isolation valve, the existing 10" check valves will remain in the system. After making fabrication modifications, technicians will install the new filter assemblies, wire in to control panel and test. Maintenance and operations instructions will be performed after installation. This will require two technicians and a fabricator / welder technician. Welded spots will be painted prior to departure.	1	ea	0.00	0.00
MTECH.10	Labor and Services performed by technician on site. Minimum charge 1 day labor	1.25	ea	900.00	1,125.00
HTECH.10	Additional technicians required for services performed with technician; charge for labor at 1 day	1.25	day	750.00	937.50
WELDTech	Mobile Welding, material, machines, equipment and technicians;	10	hr	150.00	1,500.00
We are your local Flowtronex FlowNet Service Provider. Call us at 832-487-9463				Total	

Phone #
832-487-9463



Pumps, Motors & Controls, Inc.
PO Box 841383
Pearland TX 77584

We are an equal opportunity employer

Quote

Date	Quote #
6/26/2021	Q2021271

Name / Address
West Travis County Public Utility Agency 12215 FM 2244 Austin, TX 78738

Ship To
West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, TX 78738 Bubba: 512-765-3752

Terms	Rep	FOB
CUSTOM-SEE NO...	RDB	PMCI

Item	Description	Qty	U/M	Cost	Total
FILTRATION	FILTER ASSEMBLY - VAF V-1500-10 Flanged 300 Micron * 300 Micron element 50 Mesh 316 Stainless Steel 1300 Sq In Each * 2" 24VAC purge valve for each filter, customer to run PVC piping to acceptable location * Controller 120/220VAC with differential pressure switch * 10" lugged type isolation valve with hand wheel and new bolts	1	ea	26,917.50	26,917.50
CUSTOM TER...	All purchase orders are subject to acceptance at factory in Pearland, TX. Receipt of deposit with order, verification of acceptable credit and confirmation of order are required before production. 30% deposit required to initiate order. Balance is due net 30 days from the date of invoice or shipment of product. A Late fee of 1.5% of the unpaid balance will be charged per month on all accounts past due. * Taxes are not included * 4-6 weeks delivery time on the filter assembly			0.00	0.00
We are your local Flowtronex FlowNet Service Provider. Call us at 832-487-9463				Total	\$30,480.00

Phone #
832-487-9463



Bobcat

Product Quotation

Quotation Number: AMS-02583

Date: 2021-10-05 09:29:34

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
West Travis County PUA 12115 Bee Cave Rd BEE CAVE, TX 78738 Phone: (512) 263-0100	Gudelio Martinez Bobcat of Austin, Austin, TX 2001 Louis Henna Blvd ROUND ROCK TX 78664 Phone: (512) 251-3415 Fax: (512) 251-7135	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
E35 25HP R2-Series Bobcat Compact Excavator	M3409	1	\$34,712.30	\$34,712.30
24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Arm Mounted Flush Face Quick Couplers Canopy <ul style="list-style-type: none"> Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998 Control Console Locks Control Pattern Selector Valve (ISO/STD)	Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyed Ignition LED Work Lights Rubber Tracks Spark Arrestor Exhaust System Standard Instrument Panel Tier 4 Diesel Engine, Non DPF Vandalism Protection X-Change (Attachment Mounting System) Warranty: 2 years, or 2000 hours whichever occurs first Zero Tail Swing			
Core Package	M3409-P10-C01	1	\$1,395.10	\$1,395.10
Open Canopy	Vinyl Suspension Seat			
Travel Motion Alarm	Long Arm			
12" MX3 XCHG TEETH	7323833	1	\$727.32	\$727.32
18" MX3 XCHG TEETH	7323842	1	\$820.04	\$820.04
HB980 Hydraulic Breaker with Nail Point	7113421	1	\$6,481.28	\$6,481.28
--- Hose Kit - E32/E35/E42/E45 Long Arm & E32/E35 R2	7180019	1	\$196.84	\$196.84
Total of Items Quoted				\$44,332.88
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$44,332.88

**Prices per the TX Buyboard Contract 597-19*

**Terms Net 60 Days. Credit cards accepted.*

**FOB Destination within the 48 Contiguous States.*

**State Sales Taxes apply. Tax Exempt Certificate required with all purchases*

**TID# 38-0425350*

****ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E. Beaton Drive, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.



Bobcat

Product Quotation

Quotation Number: AMS-00838

Date: 2021-05-24 11:19:30

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
West Travis County PUA 12115 Bee Cave Rd BEE CAVE, TX 78738 Phone: (512) 263-0100	Bobcat of Austin 2001 Louis Henna Blvd ROUND ROCK TX 78664 Phone: (512) 251-3415 Fax: (512) 251-7135	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855.608.0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$51,426.90	\$51,426.90
92 HP Turbo Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater (Automatically Activated)	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
Bobcat Interlock Control System (BICS)	Parking Brake: Spring Applied, Pressure Released (SAPR)			
Controls: Bobcat Standard	Tracks: Rubber, 17.7" wide			
Engine/Hydraulic Systems Shutdown	Warranty: 2 years, or 2000 hours whichever occurs first			
Horn				
Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights				
P67 Performance Package	M0285-P06-P67	1	\$4,269.30	\$4,269.30
Power Bob-Tach	2-Speed			
7-Pin Attachment Control Kit	Hydraulic Bucket Positioning			
High Flow				
C23 Comfort Package	M0285-P07-C23	1	\$3,326.40	\$3,326.40
Enclosed Cab with AC/Heat	Standard Panel			
Sound Reduction	Adjustable Suspension Seat			
Cab Accessories Package				
NAGS No Telematics	M0285-R51-C01	1	\$0.00	\$0.00
80" Severe Duty Bucket	7326129	1	\$1,232.72	\$1,232.72
--- Standard Bolt-on tooth kit	7355991	8	\$46.33	\$370.64
Total of Items Quoted				\$60,625.96
Dealer Assembly Charges				\$108.00
Quote Total - US dollars				\$60,733.96

Notes:

****Prices per the TX Buyboard Contract 597-19***

****Terms Net 60 Days. Credit cards accepted.***

****FOB Destination within the 48 Contiguous States.***

****Delivery: 60 to 90 days from ARO.***

****State Sales Taxes apply. Tax Exempt Certificate required with all purchases***

****TID# 38-0425350***

***ORDERS MUST BE PLACED WITH: Clark Equipment Company dba Bobcat Company, Govt Sales,
250 E. Beaton Drive, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





EDC Construction

Excavation • Demolition • Concrete

2716 E 2nd St. Austin TX 78702

Invoice

Date	Invoice #
11/3/2021	1036

Bill To
West Travis County Public Liability Agenc 13215 Bee Caves Bldg. B Ste. 110 Bee Caves TX 78738

Terms

Description	Amount
ATTN: Joey Sifuentes SCOPE OF WORK - Materials Containment Basins Excavate for footings 1'x1'x140' Tie #4 rebar for footing with corner bars 5" retaining walls 100lf 5"x6"x100 tie #4 rebar with corner bar tied into footing 1000 sf flat work 6" thick with #4 rebar 16" o/c Each stall 15x10x6" Concrete will be 5 sal 3000 psi All includes labor, concrete, rebar, insurance and clean up Payment as follows Mobilization - \$12,166 When Concrete poured - \$12,166 Completion - \$12,168	36,500.00
	Total \$36,500.00
	Payments/Credits \$0.00
	Balance Due \$36,500.00

ITEM F

VI. NEW BUSINESS

ITEM C

**ETHICS POLICIES
OF THE
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**
(Updated November 18, 2021)

**ARTICLE I
CODE OF ETHICS**

1.01. Purpose

West Travis County Public Utility Agency (“WTCPUA” or the “Agency”) hereby adopts this Ethics Policy to encourage high ethical standards in official conduct by the directors, employees and representatives of the Agency; and to establish guidelines for such ethical standards of conduct.

1.02. Policy

It is the policy of the Agency that Agency directors, employees and representatives (collectively, the “Agency officials”) shall conduct themselves in a manner consistent with sound business and ethical practices; that the public interest shall always be considered in conducting Agency business; that the appearance of impropriety shall be avoided to ensure and maintain public confidence in the Agency; and that the Board of Directors of the Agency shall control and manage the affairs of the Agency fairly, impartially, and without discrimination, and in accordance with the stated purposes of the Agency.

1.03. Conflicts of Interest

- A. Every Agency official shall refrain from participating in any activity involving the Agency where he or she has a real or potential conflict of interest, or which is otherwise self-serving in a manner that is distinguishable from the effect of the activity on the public at large. In any matter coming before an Agency representative in which there exists for him or her such a real or potential conflict of interest or self-serving opportunity, the Agency representative shall make public note of the conflict and recuse himself or herself from participating in any discussions, votes or other decision-making on the matter.
- B. In recognition of the fiduciary duties of public servants, each Agency official must act in good faith and not allow his or her own personal interests to prevail over the interests of the Agency. Every Agency representative shall exercise that degree of care and loyalty that is expected of a person in a like fiduciary position under similar circumstances and shall avoid even the appearance of impropriety.
- C. Without limiting the generality of the foregoing, an Agency official is prohibited by Chapter 171 of the Local Government Code from participating, directly or indirectly, in a vote or decision or from acting as a surety on any matter involving a business entity or real estate in which the official has substantial interest, if it is reasonably foreseeable that an action on the matter would confer an economic or any other benefit on the business entity or real estate.

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For purposes of this Policy, a person has a “substantial interest” in a business entity if that person either (i) owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more, or \$15,000 or more, of the fair market value of the business entity; or (ii) funds received by the person from the business entity exceed 10 percent of the person’s gross income from the previous year.

A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

- D. In cases of conflicts of interest, Agency officials shall disclose such conflicts and shall file with the Board secretary an affidavit stating the nature and extent of the conflict of interest. Thereafter, that Agency official shall abstain from participation in the matter as provided by law.
- E. Agency officials shall not disclose, without written legal authorization, confidential information to advance the financial or other private interests of him or others, or for any other reason.
- F. The Agency may not contract for the purchase of services or personal property directly with an Agency official or with a business entity in which an Agency official has substantial interest except as permitted by law.
- G. The Board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a director has a substantial interest. The director having the substantial interest may not participate in that separate vote but may vote on a final budget if the separate budget item voted on does not exceed 10% of the total budget.
- H. A director of the Agency shall not contract with the Agency or be employed by an organization to which the Agency has awarded a contract for one year following the date the person ceases serving as a director.

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1.04. Nepotism

The Board shall not confirm the appointment to any position, nor award a contract, to a person related to a member of the Board within the second degree by affinity (marriage) or within the third degree by consanguinity (ancestry) when the salary or other compensation of such appointee is paid, directly or indirectly, from Agency funds, except as provided by Chapter 573, Texas Government Code.

1.05. Acceptance of Gifts

- A. Except as allowed by Texas law, an Agency official shall not solicit, accept, or agree to accept any benefit or value from a person or business entity the Agency official knows is interested in or likely to become interested in any contract, purchase, payment, claim, or other transaction involving the exercise of their discretion as an Agency official or any matter before the Board, or likely to come before the Board of any decision, opinion, recommendation, or vote.
- B. The prohibition against gifts or favors in Section 1.05(A) shall not apply to:

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- (1) an occasional non-pecuniary gift;
- (2) an award publicly presented in recognition of public service;
- ~~(3) an item with a value of less than \$50; or~~
- ~~(4) meals accepted as a guest.~~

Deleted: , addressed to the Agency and made available to all officials and employees of the Agency;

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1.06. Use of Agency Property

No Board member, officer, or employee shall permit any personal or unauthorized use of Agency-owned or Agency-controlled equipment, materials, supplies or property.

ARTICLE II **TRAVEL EXPENDITURES POLICY**

2.01. Purpose

The Board hereby establishes policies for reimbursing Agency directors, officers, and employees for necessary and reasonable travel expenses incurred while conducting business or performing official duties or assignments.

- A. Authorized expenses include cost of meals, lodging, commercial travel, in some cases personal automobile mileage, and other necessary and reasonable costs incurred while on official business away from designated headquarters.
- B. Reimbursement for travel expenses shall be subject to approval by the Board. The reimbursement request shall include a statement of the business purpose of the travel, date, time, and place, and shall be accompanied by supporting receipts and invoices are required by the Board.

2.02. Fees of Office

Agency directors shall not be entitled to fees of office.

2.03. Meals and Lodging

Reimbursement to directors for actual expenses for meals and lodging shall not exceed the maximum amount allowed by law.

2.04. Transportation

Directors or employees who use personal vehicles while on Agency business travel may be reimbursed for actual miles driven at the current rate allowed by the Internal Revenue Service. Mileage will be computed by the most direct route, and the use of personal vehicles for Agency travel must be approved by the Board in advance. Directors or employees traveling by commercial transportation are entitled to reimbursement of the actual cost of necessary

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transportation for performing official business, except the reimbursement for air transportation shall not exceed the next lowest available airline fare below first class unless such is not available.

ARTICLE III **MANAGEMENT POLICY**

3.01. Purpose

The Board desires to adopt a policy to ensure better use of management information, including the use of budgets in planning and controlling costs, the establishment of a functioning audit committee, and the use of uniform reporting requirements

3.02. Accounting Records

Agency accounting records shall be prepared on a timely basis and maintained in an orderly manner, in conformity with generally accepted accounting. Such records shall be available for public inspection during regular business hours at the Agency's office.

3.03. Audit Requirements

The Agency's fiscal accounts and records shall be audited annually at the expense of the Agency by a certified public accountant familiar with the appropriate rules, regulations, standards, and guidelines applicable to water utility audits.

3.04. Budget

The Agency shall annually adopt a budget for use in planning and controlling Agency costs. Such budget shall take into consideration all Agency revenues, including, but not limited to utility fees and surcharges, if any, and all projected Agency obligations and expenditures. The budget may be amended at any time but such amendment shall be approved in advance by the Board.

ARTICLE IV **INDEMNITY AND LEGAL COSTS**

4.01 To the extent authorized by Texas law, the Board of Directors may provide through insurance policies, through reimbursement of costs and damages, through providing of legal services, or otherwise, at its option, for:

(a) the legal defense of any Director, officer or employee, past or present, in connection with any claim asserted against him, and

(b) the payment of any judgment rendered against any Director, officer or employee, past or present, in relation to matters arising out of the course of his duties, as to which he acted in good faith and had or has no personal interest.

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ARTICLE V
VALIDITY OF POLICIES

5.1 Any provisions of these Policies in conflict with the laws governing special utility Agencies, or any act or law amendatory thereof, shall be of no force and effect.

ARTICLE VI
AMENDMENTS

6.1 These Policies may be amended or revised only at a meeting of the Board of Directors after notice of such amendment has been properly posted in accordance with the Texas Open Meetings Act.

ARTICLE VII
MISCELLANEOUS

7.01. Gender

Any references herein to the masculine gender shall also refer to the feminine gender in all appropriate cases.

7.02. Open Meeting

The Board officially finds, determines, and declares that these Policies were reviewed, carefully considered and adopted at a regular meeting of the Board and that a sufficient written notice of the date, hour, place, and subject of this meeting was posted in accordance with the Open Meetings Law, Chapter 551, Texas Government Code.

ARTICLE VIII
WHISTLEBLOWER AND RETALIATION POLICY

8.01. A whistleblower as defined by this policy is an employee ~~of the~~ Agency who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

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Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact the Agency General Manager. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective up to and including discharge.

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Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Agency will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as discharge, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact the Agency General Manager immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Agency General Manager who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the Agency General Manager.

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ITEM D

**RESOLUTION REGARDING THE AUTHORIZATION TO DEVELOP AND
EXECUTE APPROVED FORMS BY THE BOARD PRESIDENT OR
THE GENERAL MANAGER**

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

WHEREAS, West Travis County Public Utility Agency (the “Agency”) is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and Lake Pointe Municipal Utility District and governed by Chapter 572 of the Texas Local Government Code; and

WHEREAS, on March 19, 2012 the Lower Colorado River Authority transferred operations and maintenance of the West Travis County Water and Wastewater System (the “System”) to the Agency; and

WHEREAS, the Agency has employed Jennifer Riechers to serve as the Agency’s general manager (the “General Manager”); and

WHEREAS, the Agency has previous delegated the authority to the General Manager of the Agency to develop and execute certain standard easements which have been reviewed and approved by the General Manager, engineer and general counsel necessary for Agency operations without prior formal action by the Agency Board of Directors;

WHEREAS, the Agency also delegated to the General Manager the authority to approve and execute form utility conveyance agreements and consent to assignment documents for nonstandard service agreements;

WHEREAS, the Agency Board of Directors desires to update certain form approved documents, and authorize the General Manager, in consultation with the Agency general counsel and/or engineer, to make nonsubstantive revisions to these form easements, utility conveyance agreements, and consent to assignment documents prior to approval and execution by the General Manager;

NOW THEREFORE, it is resolved by the Board of Directors of the West Travis County Public Utility Agency as follows:

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

Section 2. The Agency authorizes and delegates authority to the General Manager to approve and execute form utility conveyance agreements, in substantially the form as provided

in **Exhibit A** and consent to assignment documents for nonstandard service agreements, in substantially the form as provided as **Exhibit B**.

Section 3. The Agency Board of Directors authorizes the General Manager to make nonsubstantive revisions to form easements, utility conveyance agreements, and consent to assignment documents prior to approval and execution by the General Manager.

Section 4. This Resolution supersedes any and all previous resolutions delegating the authority to execute standard developer closing forms.

[Signature pages to follow]

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

Scott Roberts, President
Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

EXHIBIT A

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND**

This Agreement is made and entered into as of the ____ day of _____, 20____, 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 _____, a _____, whose address is _____ (herein the “Seller”).

RECITALS

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, subdivision (include phase) _____, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water and wastewater facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to, subdivision (include phase) _____.

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. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

[insert title of relevant construction contracts]

- (b) Facilities: All internal water and wastewater facilities constructed to serve, subdivision, located in _____ County, Texas, and recorded in the _____, of the Official Public Records of _____ County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

2. Sale and Purchase. 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. Assignment. 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. Representations by Seller. Seller represents to Agency that:

(a) Title. [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) Rights-of-Way, Easements, etc. 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) Additional Easement(s). 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) Possession. 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, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. 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) Known Defects. 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) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. 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.

(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 and wastewater services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. 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. Expenses. 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. Further Assurances. 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. Authority to Execute. 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. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. 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.

12. Expiration of Warranties. Any representations, warranties, and indemnities made by Seller pursuant to this Agreement expire two (2) years and one (1) day from the Effective Date.

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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}

Date: _____

Walt Smith, Secretary Board of Directors

This instrument was acknowledged before me on the ____ day of _____, 20____, by Scott Roberts, President of the Board of Directors of West Travis County Public Utility Agency, on behalf of said Agency.

(Seal)

SELLER

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____,
20__, by _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

EXHIBIT A – The Facilities

Description	Quantity	Unit

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 _____, a _____, 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 and wastewater 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

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20__, by _____ of _____, on behalf of said _____.

Notary Public, State of Texas

Printed Name: _____
My Commission expires: _____

EXHIBIT B

CONSENT TO ASSIGNMENT

((PROPERTY/DEVELOPMENT NAME))

West Travis County Public Utility Agency (the “WTCPUA”) hereby consents to the assignment by the [GRANTOR NAME] (the “Grantor”) to the [GRANTEE NAME] (the “Grantee”) of that certain [Agreement], dated _____, 20__ (the “Agreement”).

RECITALS

The WTCPUA, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code and Grantor, a [STATE WHERE INCORPORATED/FORMED] [BUSINESS ENTITY TYPE] (“Grantor”), are parties to the Agreement.

Grantor has conveyed or plans to convey [PROPERTY NAME, DESCRIPTION, LOCATION] to Grantee, and in connection with that conveyance, has assigned to Grantee and Grantee has assumed all of Grantor’s rights, duties and liabilities, including the assignment of ___ LUEs of reserved [water or water and wastewater] capacity and payment of all obligations, including fees, rates, and charges, under the Agreement. This assignment was executed in the form of that certain Assignment and Assumption of Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (the “Assignment”) executed by Grantor and Grantee dated [DATE], and attached hereto as **Exhibit A**.

Grantor requested that WTCPUA consent to the Assignment of the Agreement, including the assignment of ___ LUEs of reserved water/wastewater capacity and all obligations under the Agreement.

Grantee’s contact information for the purposes of notice under the Agreement and any billing necessary under the Agreement is as follows:

[Grantee]
[c/o Contact Person]
Address
Email

AGREEMENT

The WTCPUA hereby consents to the assignment of the Agreement through the terms of the Assignment.

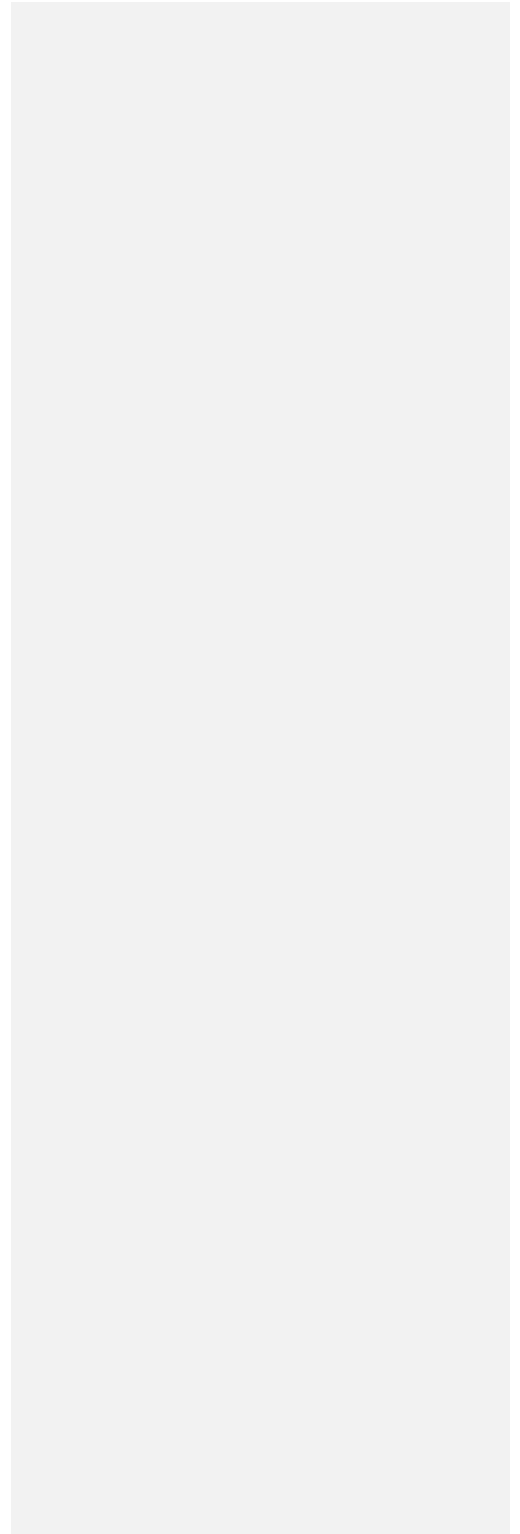
EFFECTIVE as of [DATE].

West Travis County Public Utility Agency

By: _____
Scott Roberts, President
WTCPUA Board of Directors

ATTEST:

By: _____
Walt Smith, Secretary
WTCPUA Board of Directors



ITEM F



Murfee Engineering Company

November 11, 2021

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

Re: WTCPUA Trautwein Road Water Main Relocation
Request for Adjustment to Project Budget
MEC File: 11051.166

President Roberts and Board:

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project in the amount of \$13,300, which is for design survey not anticipated in the original scope.

The initial design fee was based on the effort required to develop plans for relocation of the 12 inch waterline inside the existing right of way. The County's roadway design included survey information necessary to complete the intended plan. During the initial engineering, MEC made contact with two adjacent landowners who have indicated a line installed on their property inside an easement will be acceptable. The limits of the existing survey do not include the proposed alignment.

We have contact the land surveyor, Dimond Surveying, Inc., for a proposal, for preparing a design survey and describing easements. Diamond Surveying, Inc. performed the the design survey for the roadway improvements project. Their proposal will add \$13,300 to the design scope of the project. The additional cost will be offset by the waterline being placed in an easement in an unimproved surface, rather than within the existing pavement, significantly deeper, with utility conflicts and future maintenance issues. The ease in construction will be a savings in overall cost.

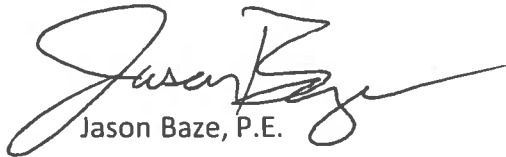
Table 1 below provides a summary of the changes.

Table 1: Cost Summary

Description	Date	Amount
Original budget	October 2021	\$41,100
Proposed amendment for additional effort	October 2021	\$13,300
	TOTAL ENGINEERING FEES	\$54,400

Should you have any questions or need any additional information, please do not hesitate to contact me at your convenience.

Sincerely,



Jason Baze, P.E.

cc: Jennifer Riechers, General Manger – WTCPUA

ITEM G



Murfee Engineering Company

November 11, 2021

Mrs. Jennifer Riechers
General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA _ TCWCID 18 Interconnect SER Application
Request for Adjustment to Project Budget
MEC File: 51218-10**

Mrs. Riechers,

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project in the amount of \$10,000, which will be a not to exceed for all efforts required to review plans and provide coordination during construction the referenced project facilities.

The original scope of work is complete, and the scope of services agreement for modeling and analysis is provided for your reference. MEC has performed additional services in review and coordination of the draft emergency interconnect agreement between the WTCPUA and District 18, which is nearing the final draft prior to execution.

As of November 1, 2021 MEC has spent \$12,000 in total budget on the project. Once District 18's consultants prepare plans MEC will coordinate with staff in reviewing the plans, and coordinate as necessary during the construction phase. Table 1 provides a summary of the requested changes, as defined in effort breakdown summary on the attached.

Table 1: Cost Summary

Description	Date	Amount
Original budget (Design, Permitting & CA)	May 2019	\$9,000
Proposed amendment	November 2021	\$10,000
TOTAL ENGINEERING FEES		\$19,000

Should you have any questions or need any additional information, please do not hesitate to contact me at your convenience.

Sincerely,

for 
George Murfee, P.E.

CC: Jennifer Smith, Controller – WTCPUA

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Bldg. D
Austin, Texas 78746
(512) 327-9204
dlozano@murfee.com

Client: WTC Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Date: May 10th, 2019 Project No.: _____ WTCPUA Work Order No. _____

Project Name: WTCPUA System Modeling & Analysis in support of the WCID No. 18 Emergency Interconnect SER
Scope/Intent and Extent of Services:

Task 1: Provide engineering support for evaluation of the above-referenced SER for effects on the WTCPUA system. Create a new modeling scenario to represent the requested demand at the proposed delivery point within the context of existing and proposed demands and the WTCPUA Capital Improvements Program (CIP). The scenario will provide the baseline for evaluation of the effects of the demands on the System and development of a preliminary/conceptual facilities plan to meet the demands and mitigate any residual effects in the SH71 System, including WTCPUA wholesale customers. Results will show tank levels, pressure residuals, and water line velocities during peak day, extended period simulations, as necessary to support the recommendations or conclusions in the memorandum. The model results will be presented to the PUA staff for consideration.

Task 2: Prepare a model report memorandum, with GIS mapping exhibits, cost allocation estimates, and model results, for presentation to the PUA Board of directors. This includes multiple planning meetings and discussions.

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

Task 1	\$ 4,025
Task 2	\$ 5,065
Total	\$ 9,090

The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount of \$9,090 as listed above without Board approval by the WTCPUA.

Terms and Conditions: The approved Terms and Conditions are a part of this agreement.

Offered By:
Murfee Engineering Co.

By:  5.10.19
Dennis Lozano, P.E.
Vice President Date

Accepted By:
WTC Public Utility Agency

Signature Date

(Printed Name/Title)

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

MANPOWER & BUDGET ESTIMATE

Client:		WTCPUA							
Project:		Engineering Services in Support of WCID No. 18 Emergency Interconnect SER Plan Review and Construction Coord.							
	Employee Classification	Managing Engineer	Project Manager	Project Engineer	Engineering Technician I	Senior CAD Design Technician	Draftsperson	Total Hours	Labor Cost
	Hourly Rate	\$250	\$175	\$145	\$95	\$165	\$95		
1. SER Evaluation & Modelling		0	0	0	0			0	\$ -
2. Memorandum Report & Exhibits		0	0	0	0	0	0	0	\$ -
3. Coord. Agreement		12						12	\$ 3,000.00
4. Plan Review & Coord.		6		15				21	\$ 3,675.00
5. Coord. During Construction		6		10		2		18	\$ 3,280.00
								51	\$ 9,955.00
Outside Services									
									\$ -
									\$ -
									\$ -
									\$ -
Hours		24	0	25	0	2	0		
Labor Cost		\$6,000	\$0	\$3,625	\$0	\$330	\$0	TOTAL	\$ 9,955.00

Notes:

ITEM H



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

November 18, 2021

Mr. Vincent A. Geracci, P.E.
LJA Engineering, Inc.
7500 Rialto Blvd, Bldg. 2, Ste. 100
Austin, TX 78735

Re: Service Availability
8921 Hwy 290
Austin, TX 78737
WTCPUA Project # 290-21-031

Dear Mr. Geracci:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed apartment development. Service Availability for one-hundred eighty-eight (188) LUEs of water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for one-hundred eighty-eight (188) LUEs of water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.

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

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

Mr. Vincent Geracci, P.E.

Page 3

November 18, 2021

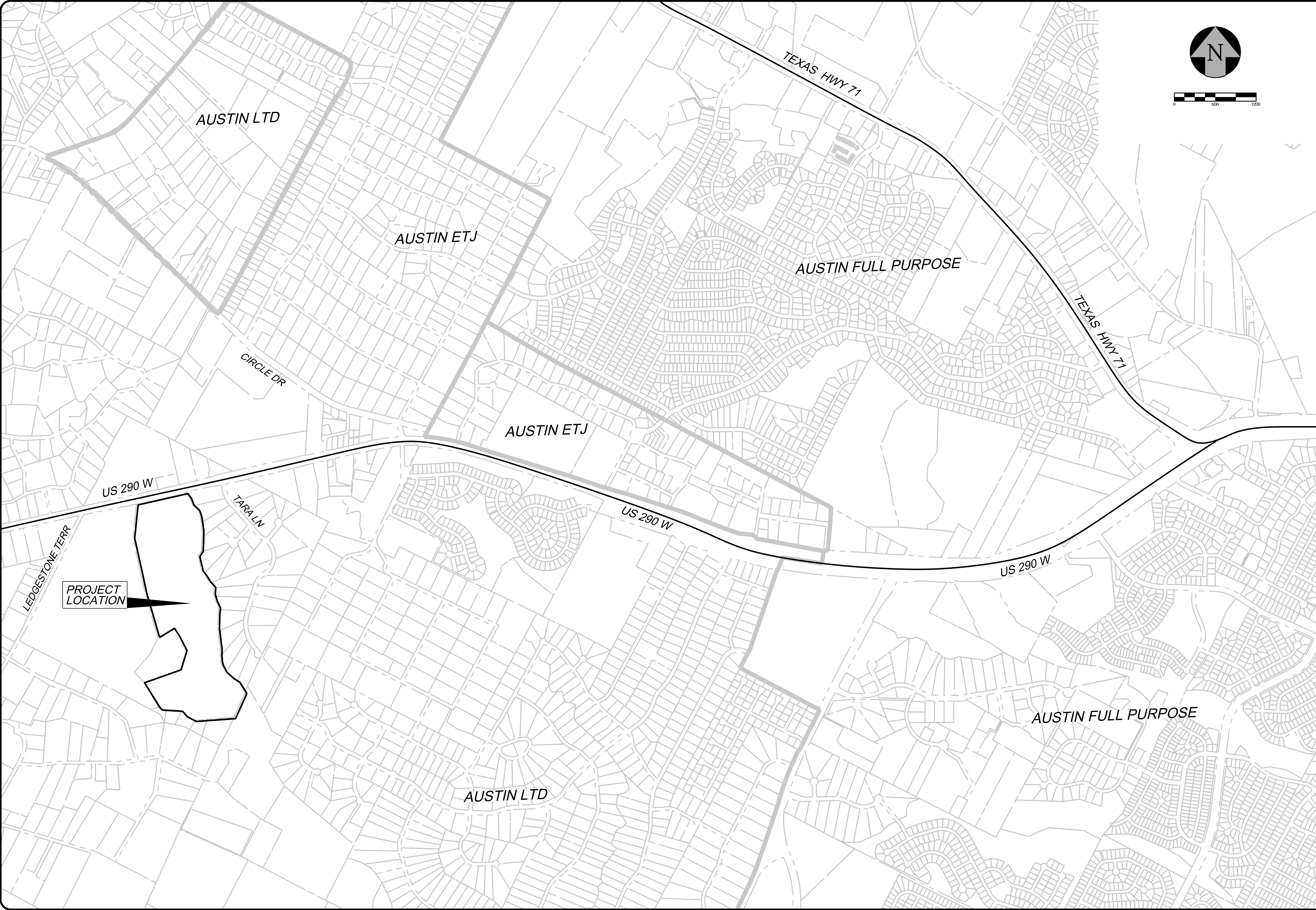
If you have any questions concerning this matter, please contact Reuben Ramirez at 512-263-0100.

Sincerely,

Jennifer Riechers

General Manager

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



8921 US 290 W 8921 US 290 W	
LOCATION MAP	
<div>LJA Engineering, Inc. 7500 Rialto Boulevard Building II, Suite 100 Austin, Texas 78735</div> <div>Phone 512.439.4700 FRN-F-1386</div>	
JOB NUMBER: A523-1015	
EXHIBIT 1	
SHEET NO. 1	
3	SHEETS

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

This Agreement for the Provision of Nonstandard Retail Water Service (the “Agreement”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Ardent Residential (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 69.12 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

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

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

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

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 **WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 188 LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 188 LUEs.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

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

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

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

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

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

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

Section 4.2 Impact Fees. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of 188 LUEs.

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 188 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 188 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 188 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

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

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

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

ARTICLE VI

GENERAL PROVISIONS

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

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

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

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

Email: jriechers@wtcpua.org

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

Email: salbright@lglawfirm.com

Developer:

Email: _____

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Jennifer Riechers
General Manager

Date: _____

ATTEST:

ARDENT RESIDENTIAL

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

VII. STAFF REPORTS

ITEM A



General Manager's Report

November 18, 2021

Personnel Updates

3 PUA employees in the process of obtaining CDL licences.

Significant Meeting Updates

10/27/21 Lunch meeting with Sterling Capital Managment, LLC and Truist Bank representatives.

10/28/21 Meeting with Creed Polo Club representatives to discuss easement and Utility Conveyance concerns.

11/2/21 Meeting with representatives of new development, Ariza multi-family project

11/4/21 Meeting with Double L Ranch and City of Dripping Springs representatives.

11/10/21 Follow up meeting regarding Double L Ranch with developer and engineering representatives.

Updates

Senate Bill 3 Required Notification to the Public Utility Commission related to Critical Infrastructure was submitted (10/29/21) before the November 1st deadline.

Late Fees/Disconnects

134 delinquent notices were mailed to Hwy. 71 customers on 9/21/21 with a disconnection date of 10/13/21. 12 accounts were disconnected due to non-payment.

137 delinquent notices were mailed to Hwy. 290 customers on 10/6/21 with a disconnection date of 10/26/21. 23 accounts were disconnected due to non-payment.

Executed Utility Conveyance Agreements

Skyridge-West side

School Bell Properties

ITEM B



West Travis County Public Utility Agency

Budget Variance Report

As Of: 10/31/2021

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
REVENUE SUMMARY										
Water Revenue	2,400,691	2,044,960	355,732	2,400,691	2,044,960	355,732	11%	21,384,000	(18,983,309)	89%
Wastewater Revenue	417,557	379,048	38,509	417,557	379,048	38,509	9%	4,529,000	(4,111,443)	91%
SER Project Revenue	13,792	28,750	(14,958)	13,792	28,750	(14,958)	1%	1,454,000	(1,440,208)	99%
Other Income	3,236	3,750	(514)	3,236	3,750	(514)	7%	45,000	(41,764)	93%
Investment Income	(8,234)	22,291	(30,525)	(8,234)	22,291	(30,525)	-3%	267,600	(275,834)	103%
TOTAL REVENUE	2,827,043	2,478,798	348,244	2,827,043	2,478,798	348,244	10%	27,679,600	(24,852,557)	90%
EXPENSE SUMMARY										
Water	399,163	414,717	15,554	399,163	414,717	15,554	9%	4,636,439	(4,237,277)	91%
Wastewater	112,250	165,487	53,238	112,250	165,487	53,238	5%	2,064,554	(1,952,305)	95%
Electromechanical	38,958	67,314	28,356	38,958	67,314	28,356	5%	715,466	(676,508)	95%
Line Maintenance	93,455	92,661	(794)	93,455	92,661	(794)	10%	964,391	(870,936)	90%
SER Projects	19,890	13,750	(6,140)	19,890	13,750	(6,140)	12%	165,000	(145,111)	88%
Engineering	21,774	19,198	(2,576)	21,774	19,198	(2,576)	9%	236,548	(214,773)	91%
Customer Service	24,396	28,066	3,670	24,396	28,066	3,670	7%	351,240	(326,845)	93%
Meter Tech	32,773	41,801	9,028	32,773	41,801	9,028	6%	515,296	(482,523)	94%
Information Technology	92,114	114,689	22,575	92,114	114,689	22,575	17%	535,447	(443,333)	83%
Admin	1,333,550	1,370,183	36,634	1,333,550	1,370,183	36,634	8%	17,129,742	(15,796,192)	92%
TOTAL EXPENSE	2,168,323	2,327,868	159,545	2,168,323	2,327,868	159,545	8%	27,314,124	(25,145,802)	92%
REVENUE OVER/(UNDER) EXPENDITURE	658,720	150,931	507,790	658,720	150,931	507,790		365,476		

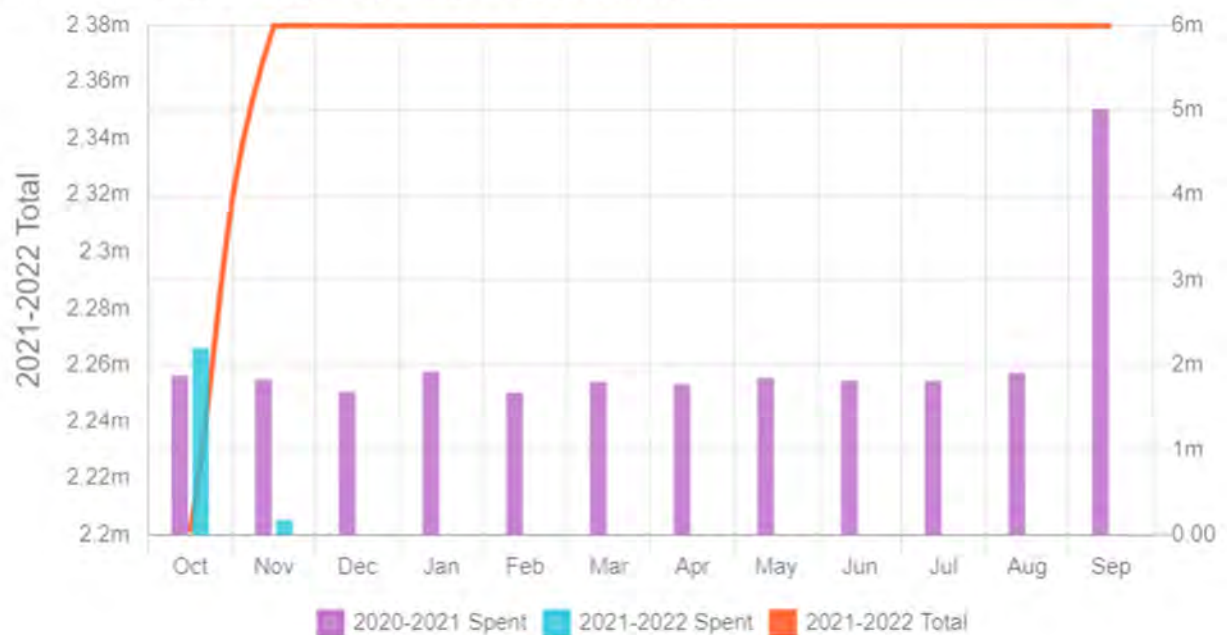
Monthly Revenue

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



Monthly Expenditure

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



Balance Sheet-All Funds

Account Summary

As Of 10/31/2021

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
Asset							
10 - Cash & Cash Equivalents	\$ 11,947,133	\$ 2,001,124	\$ 2,672,904	\$ 8,378,947	\$ -	\$ 6,739,794	\$ 31,739,902
11 - Investments	3,242,713	3,212,373	6,171,104	13,337,772	25,992,461	30,575,374	82,531,797
12 - Receivables	2,583,189	-	-	-	-	772,933	3,356,122
15 - Due from Other Funds	13,826,428	-	-	-	-	-	13,826,428
17 - Deposits	16,087	-	-	-	176,018	-	192,105
Total Asset:	\$ 31,615,550	\$ 5,213,497	\$ 8,844,008	\$ 21,716,719	\$ 26,168,479	\$ 38,088,101	\$ 131,646,354
Liability							
30 - Accounts Payable	\$ 724,609	\$ -	\$ 118,655	\$ -	\$ 792,893	\$ 2,289	\$ 1,638,446
31 - Refundable Deposits	1,611,675	-	-	-	-	-	1,611,675
32 - Other Accrued Liabilities	254,619	-	-	-	-	-	254,619
35 - Due to Other Funds	-	-	-	-	13,826,428	-	13,826,428
Total Liability:	2,590,903	-	118,655	-	14,619,321	2,289	17,331,168
Equity							
50 - Fund Balances	28,365,927	5,221,739	8,584,792	20,735,948	10,533,043	39,616,496	113,057,945
Total Beginning Equity:	28,365,927	5,221,739	8,584,792	20,735,948	10,533,043	39,616,496	113,057,945
Total Revenue	2,827,043	(8,242)	192,619	980,771	1,598,580	319,598	5,910,369
Total Expense	2,168,323	-	52,058	-	582,465	1,850,282	4,653,128
Revenues Over/Under Expenses	658,720	(8,242)	140,561	980,771	1,016,115	(1,530,684)	1,257,241
Total Equity and Current Surplus (Deficit):	29,024,647	5,213,497	8,725,353	21,716,719	11,549,158	38,085,812	114,315,186
Total Liabilities, Equity and Current Surplus (Deficit):	\$ 31,615,550	\$ 5,213,497	\$ 8,844,008	\$ 21,716,719	\$ 26,168,479	\$ 38,088,101	\$ 131,646,354

Income Statement-All Funds

Account Summary

For the Period Ending 10/31/2021

	10	20	30	40	50	60	Total
	General Fund	Rate Stabilization Fund	Facilities Fund	Debt Service Fund	Capital Projects Fund	Impact Fee Fund	
Revenue							
60 - Water Revenue	\$ 2,400,692	\$ -	\$ -	\$ -	\$ -	\$ 326,458	\$ 2,727,150
61 - Wastewater Revenue	417,557	-	-	-	-	72,825	490,382
62 - SER Project Revenue	13,792	-	-	-	-	-	13,792
68 - Other Income	3,236	-	-	-	-	-	3,236
69 - Investment Income, Net	(8,234)	(8,242)	(15,714)	(33,889)	(68,087)	(79,685)	(213,851)
90 - Other Financing Sources (Uses)	-	-	208,333	1,014,660	1,666,667	-	2,889,660
Revenue Total:	2,827,043	(8,242)	192,619	980,771	1,598,580	319,598	5,910,369
Expense							
70 - Water Expense	401,549	-	-	-	-	-	401,549
71 - Wastewater Expense	114,910	-	-	-	-	-	114,910
72 - Shared Operations Expense	132,413	-	-	-	-	-	132,413
74 - SER Project Expense	19,890	-	-	-	-	-	19,890
79 - Shared Admin Expense	457,894	-	-	-	-	2,289	460,183
80 - Capital Outlay	-	-	52,058	-	582,465	-	634,523
88 - Debt Service	-	-	-	-	-	-	-
90 - Other Financing Sources (Uses)	1,041,667	-	-	-	-	1,847,993	2,889,660
Expense Total:	2,168,323	-	52,058	-	582,465	1,850,282	4,653,128
Current Surplus (Deficit):	\$ 658,720	\$ (8,242)	\$ 140,561	\$ 980,771	\$ 1,016,115	\$ (1,530,684)	\$ 1,257,241

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway

Building B Suite 110

Bee Cave, Texas 78738

Office: 512/263-0100

Fax: 512/263-2289

wtcpua.org

Operations Report

November 10, 2021

Executive Summary

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

Environmental Compliance

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

Water and Wastewater Process Summary: October 2021

Water Treatment Plant	Actual
AVG Raw Water	9.512 MGD
AVG Treated Water	10.352 MGD
PEAK Treated Water	13.831 MGD
AVG CFE Turbidity	0.07 NTU
AVG Chlorine	2.45 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.530 MGD	0.675 MGD
MAX Flow	0.709 MGD	
AVG CBOD	1.25 mg/l	5 mg/l
AVG Fec.Coli	1.38 mg/l	20 mg/L
AVG NH3	0.06 mg/l	2 mg/L
AVG Turbidity	1.23 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.304 MGD	0.325 MGD
MAX Flow	0.414 MGD	
AVG CBOD	1.25 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	1.01 mg/l	3 mg/L

Electromechanical Department Update

Water Treatment Plant

- Replaced seal packing on High Service Pumps 2&3.
- Replaced analog output module on Unit #3 filters 1&2 Effluent valves.
- Unit #1 waste valve, replacement in process.

Raw Water Intake

- Installed sump pump in RWL #1 flow meter vault.

Crystal Mountain EST

- Verified operation of control panel UPS.

Pump Station #1

- Replaced GST #1 level transducer, display and analog input module.
- Verified operation of control panel UPS.

Pump Station #2

- Pump #2 motor has been repaired and returned to service.
- Pump hour meters have been replaced.
- Verified operation of control panel UPS.

Pump Station #3

- Pump hour meters have been replaced.

Pump Station #4

- Replaced control panel UPS.

Pump Station #5

- Verified operation of control panel UPS.

Lakepointe WWTP

- Grating install next to blowers completed

-
- Bar screen repairs have been completed.
 - Ordered EQ pumps for Plant 1
 - Waiting for one pump for Plant #1.

Bohls WWTP

- Replaced phase monitor on Influent Pump #1.
- Verified accuracy of pond level transducer.

Spillman pond

- Replaced shaft seals on filter backwash assembly.

Lift Station #1

- Pulled pumps and cleared debris.

Lift Station #16

- Pump #2 has been installed.

Lift Station #18

- Replaced pump hour meters.
- Pulled pumps and cleared debris.

Lift Station #21

- Replaced level transducer and pump controller.

Communication Project

- Phase one (includes the backbone line between the Water Plant, Bohls WWTP and Pump Station #7) has been completed.
 - Inspection complete, waiting on punch list.

Line Maintenance Department Update

New Water Taps/ Connections:

- 13008 S. Madrone Trail
- 11907 ½ Pier Court

Leak repairs:

- 13910 Lone Rider Trail – Service line
- 530 Running Bird Ln – Service line

Hydrants:

- Relocated Hydrant – 3924 RM 620, 620 @ Hwy 71
- Hydrant repair – Sawyer Ranch Rd @ Highpointe
- Hydrant repair – Hit by car, Etalion Dr. @ Lavonde Dr.

Misc. repairs/projects:

- 110156 Brangus Rd. – Relocated yard service line to correct service
- Bee Cave PS - Remove old fencing
- Hamilton Pool PS – Remove old fencing

ITEM D

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: November 11, 2021
TO: **BOARD OF DIRECTORS – WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**
FROM: George Murfee, P.E. *GM*
RE: Engineer's Report –November 2021
CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.167

Current Issues

Wastewater Flow

An updated figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

Water-System Wide

Beneficial Water Recycling Project

A preliminary location of the facility has been selected. Coordination with the City of Bee Cave is ongoing relative to the preferred site location. Generating proposal for additional services associated with the new site location and scoping for preliminary design, final design, construction administration/construction engineering and resident project representative services.

One option for the beneficial reuse is to inject the potable water into an aquifer. Well data has been collected in the area and the water quality data is being researched to find an adequate site(s) for an injection well. Injection rates are dependent on well production rates, potentially requiring multiple injection wells. Nearby well hydraulics needs to be completed.

The interim solution for disposal is to use the BWR to produce water of high enough quality for injection into a local aquifer using an existing well(s) or drill additional wells. This method of disposal can be used while the pilot effort for the BWR is completed.

Permanganate Chemical Feed Relocation

MEC is coordinating with G Creek construction on initial submittals. The contract is executed and we will be scheduling a preconstruction meeting as materials become available. Change Order No 1 is presented for your review and approval, which includes removing wet well cleaning from the scope of work, and for a decrease in the contract price in the amount of \$(99,489.30).

Raw Water Transmission Main No. 2

Silt fence for the project site along Bee Cave Road through Lake Point Subdivision has been removed. The contractor has corrected the drainage modifications located adjacent to the stairs at the intake drive. The contractor will be requesting a reduction in retainage down to the amount held by the County for environmental restoration fiscal security. We intend to revisit this project in the spring to assess the restoration status.

Uplands Water Treatment Plant Design

Site modifications have been identified and the site plan is under design. A project kickoff meeting is being scheduled. Once the MEC team has had a chance to coordinate on the schedule and get the design pinned down with the subconsultants, a preliminary (35%) design will be provided to the operations staff for input.

Water Model Update and Calibration

Specific details like tank sizes and pump performances are being added to the new model. The original LCRA model is also receiving updates and being utilized for evaluating possible system expansions to the 290 system, and potential 1175 intermediate pressure plane service area modifications.

Water – SH71 System

1080 Transmission Main

MEC is continuing coordination with Capital Surveying and Spitzer & Associates to secure right of entry (ROE) and easements for various parcels of 1080 transmission main alignment, specifically west of Highway 620. Design plans were developed for the portion of the alignment east of Highway 620, referred to as Segment A. MEC submitted Segment A to the City of Bee Cave and are currently addressing and responding to staff comments, and preparing easement documentation required for City Approval.

Hamilton Pool Road Pump Station GST No. 2

MEC is coordinating with Preload LLC on contract, bonds and insurance requirements, as well as initial submittals. We are coordinating with Preload on scheduling a preconstruction meeting with the operations staff, followed by the County.

Hamilton Pool Road 16" Water Line 2

MUD 22 is working on securing easements. MEC has held off on starting the design to allow the developer time to identify potential issues with the preferred alignment.

West Bee Cave Pump Station Expansion

The project is in the construction phase, and submittals are approved. The contractor has notified us that the pump and electrical equipment deliveries are delayed, which will cause a change in the substantial completion date. We will continue coordinating with TTE and provide an updated schedule at the next meeting.

TCWCID 18 Emergency Interconnect

MEC has coordinated with TCWCID 18's consultant team on a final version of the interconnect agreement. We intent to review the construction plans and coordinate as necessary through construction of the project. We have prepared an amendment to our workorder, provided here separately.

Water – US290 System

Trautwein Rd Waterline Relocation

MEC has begun the design phase of the waterline relocation, and have identified a route outside of the ROW to relocate the 12 inch waterline. We are currently coordinating with the County and the Landowners on the proposed alignment. The new alignment will require additional survey and easements to be obtained, which an amendment to our scope is provided separately.

1240 Conversion Waterline

We submitted site development plans to Travis County and the City of Austin, and are still waiting on comments. Consideration is being given to phasing this project so the Live Oak Springs development can move forward. Also, an alternative plan for the 1240 conversion is under consideration, associated with potential development activity in the vicinity of an alternate 1240 elevated tank site that the PUA has available. We continue coordinating with interested stakeholders affected by the future construction project on a potential route change to minimize community disturbance.

1340 Pump Station

The pump station building and new pumps have been installed, with the electrical equipment installation coming soon. Payton construction will assist the WTCPUA in replacing the gasket on the bottom hatch of the 1340 EST which has been leaking. Expected construction completion is near the end of the year.

1420 Pump Station Expansion

B-5 submittals are under review and construction fees for the forthcoming PEC work have been paid.

Circle Drive PS and GST

Design work has commenced and design survey is complete. A final plat is being prepared and site plan issues are being identified. Facility capacity analysis has been completed and an initial flow rate has been determined. In addition to the analysis, interim modifications to the Southwest Parkway Pump Station are being evaluated as an additional measure to increase interim flow capacity.

Sawyer Ranch 1340 Conversion Water Main

A preconstruction meeting has been tentatively scheduled with Qro Mex Construction Company for November 29, 2021.

Southwest Parkway Pump Station Expansion

Ground Storage Tank (GST) 1 was put in service on March 16th. GST2 was put into service in October 2021. Piping, site restoration, and electrical work are near substantial completion, anticipated for November 2021. The final completion will depend on established restoration of disturbed earth on the site.

Wastewater

Bohls WWTP Expansion Design

The design of the WWTP Expansion Design is underway. The site layout has been finalized among the operators and designers. An amended site permit will be required in order to include the new blower building and requested office/storage building.

Wastewater Solids Management Master Plan

The bidding documents are ready and the contract will be advertised this month. The Bid opening will be in early January and presented to the Board in the January meeting, barring unforeseen delays.

Other Projects

Developing Risk and Resilience Assessment & Emergency Response Plan for WTCPUA

As per America's Water Infrastructure Act of 2018 (AWIA), MEC is working on the Emergency Response Plan (ERP) that is due on December 29th, 2021. MEC has met with the WTCPUA operations staff and requested information on items needed to complete the ERP.

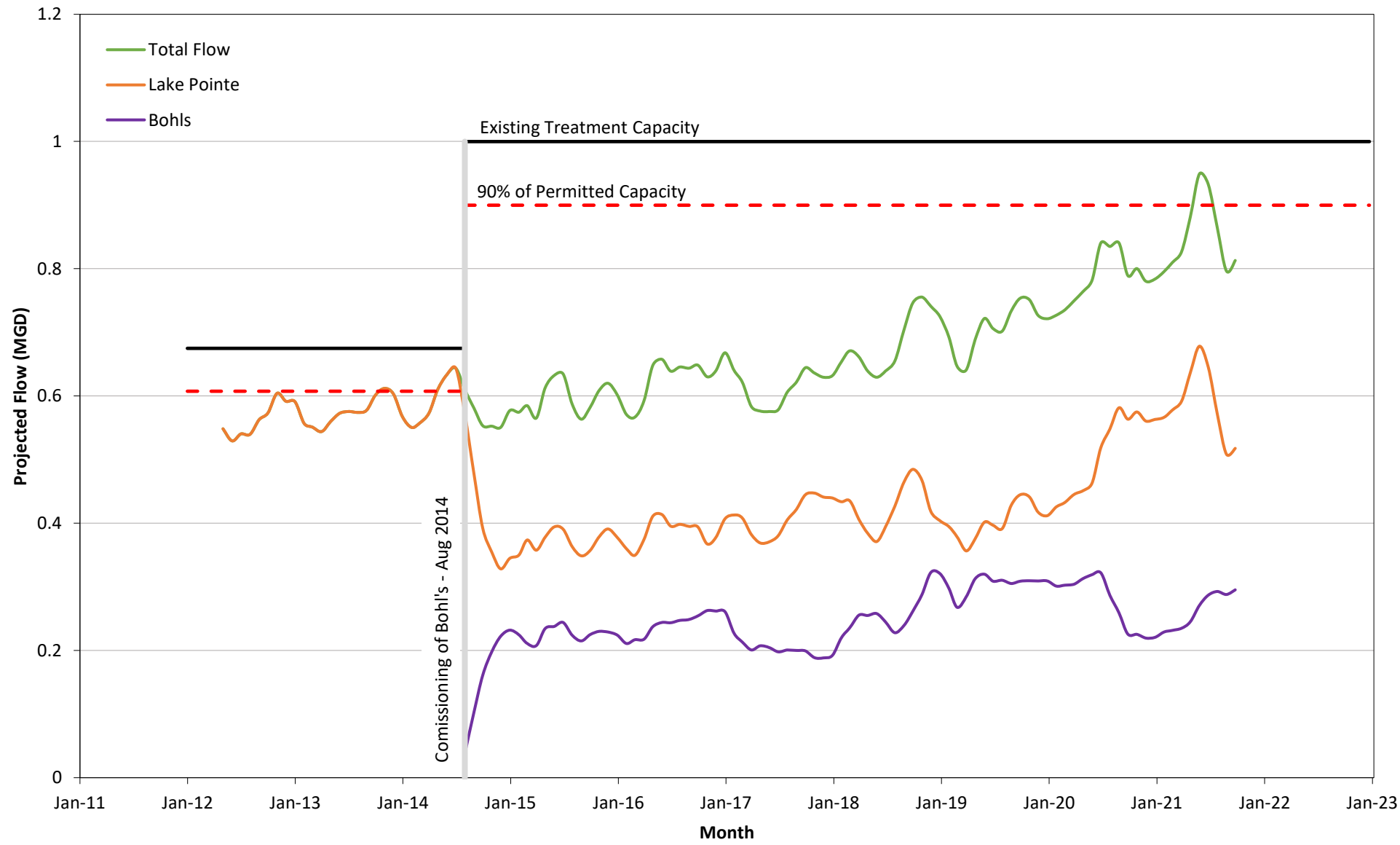
Fitzhugh Water Line Relocation

MEC has completed the waterline design. Internal review is underway and options for coordinating with Travis County and City of Austin are being explored.

Lake Pointe Influent Lift Station Rehabilitation

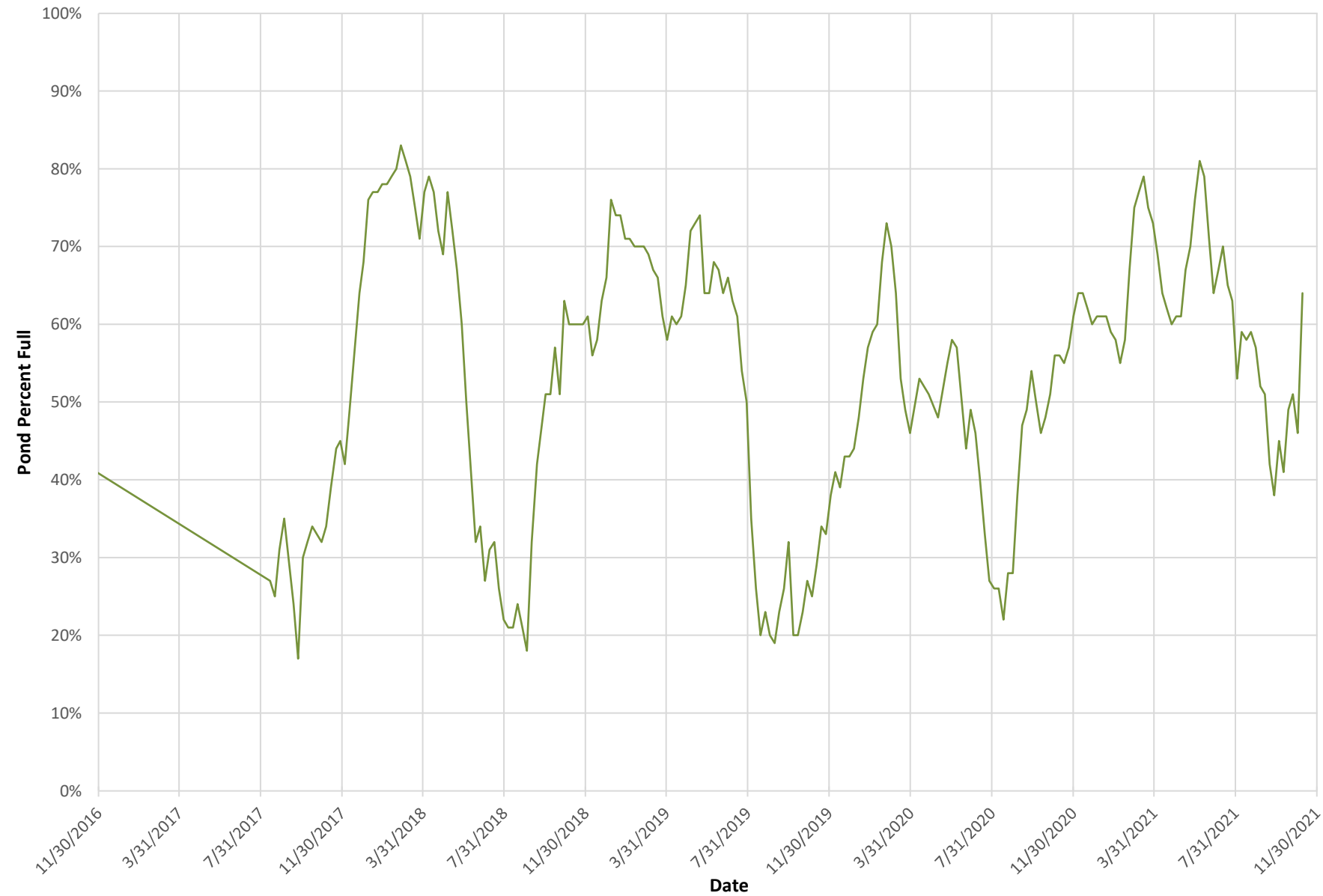
The project is ready for bid advertisement. MEC is coordinating with the liner manufacturer to open bid as soon as possible. Contract award at the February 2022 board meeting is likely.

WTCPUA
Wastewater 3-Month Average Daily Flow



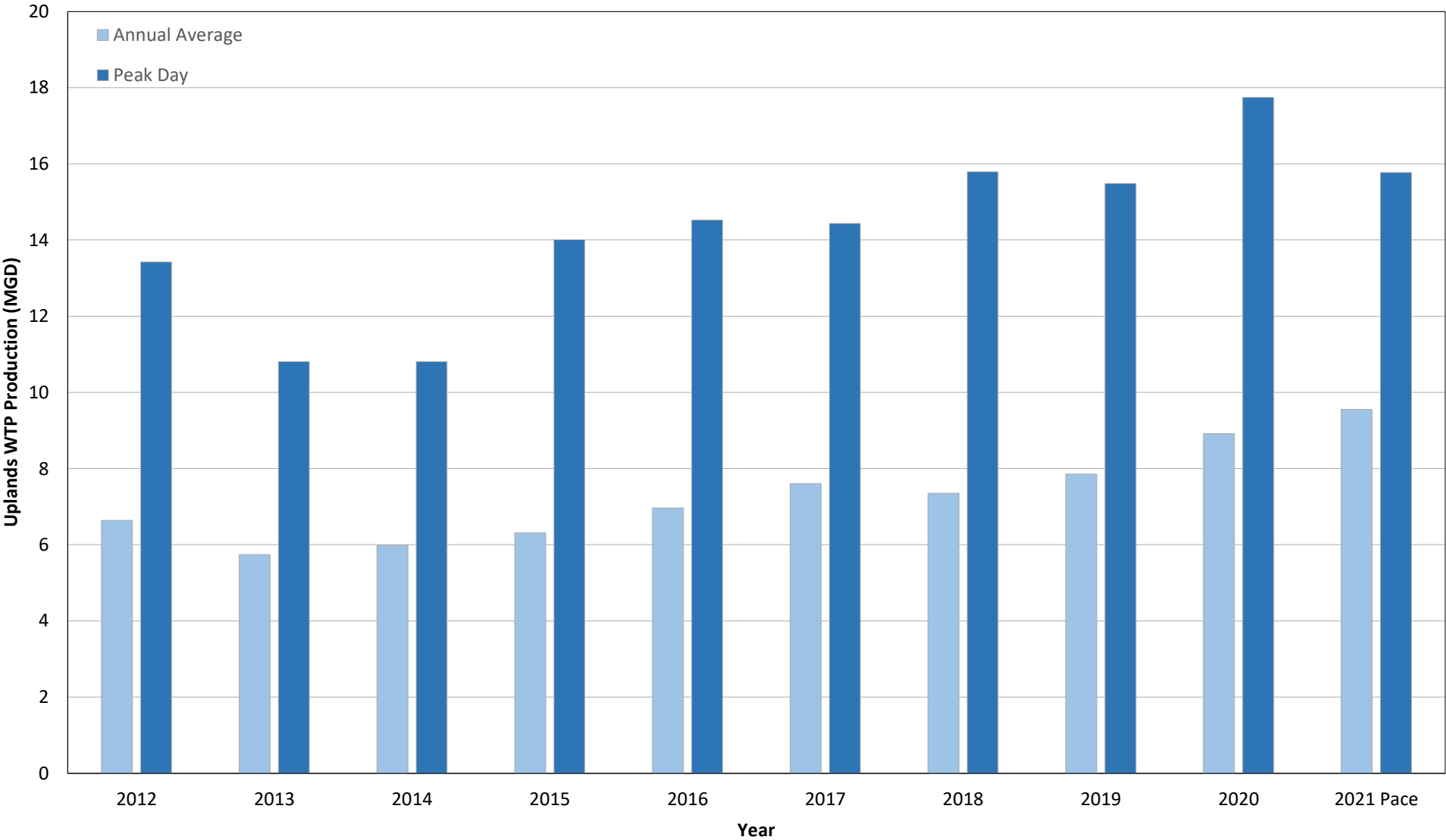
Murfee Engineering Co., Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S., Bldg. D
Austin, Texas 78746

WTCPUA 5 Year Combined Effluent Pond Levels

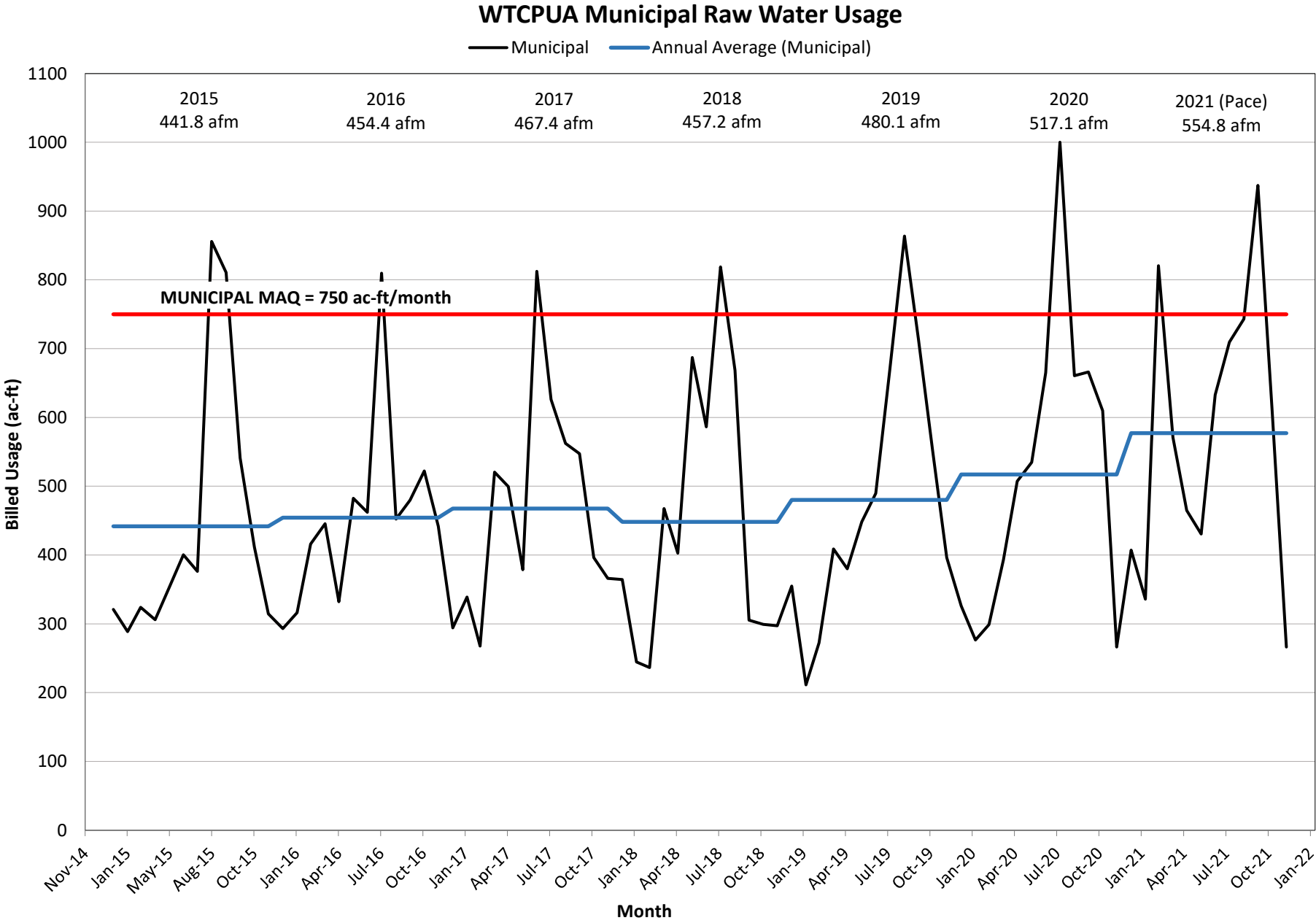


Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S.
Bldg. D, Ste. 110
Austin, Texas 78746

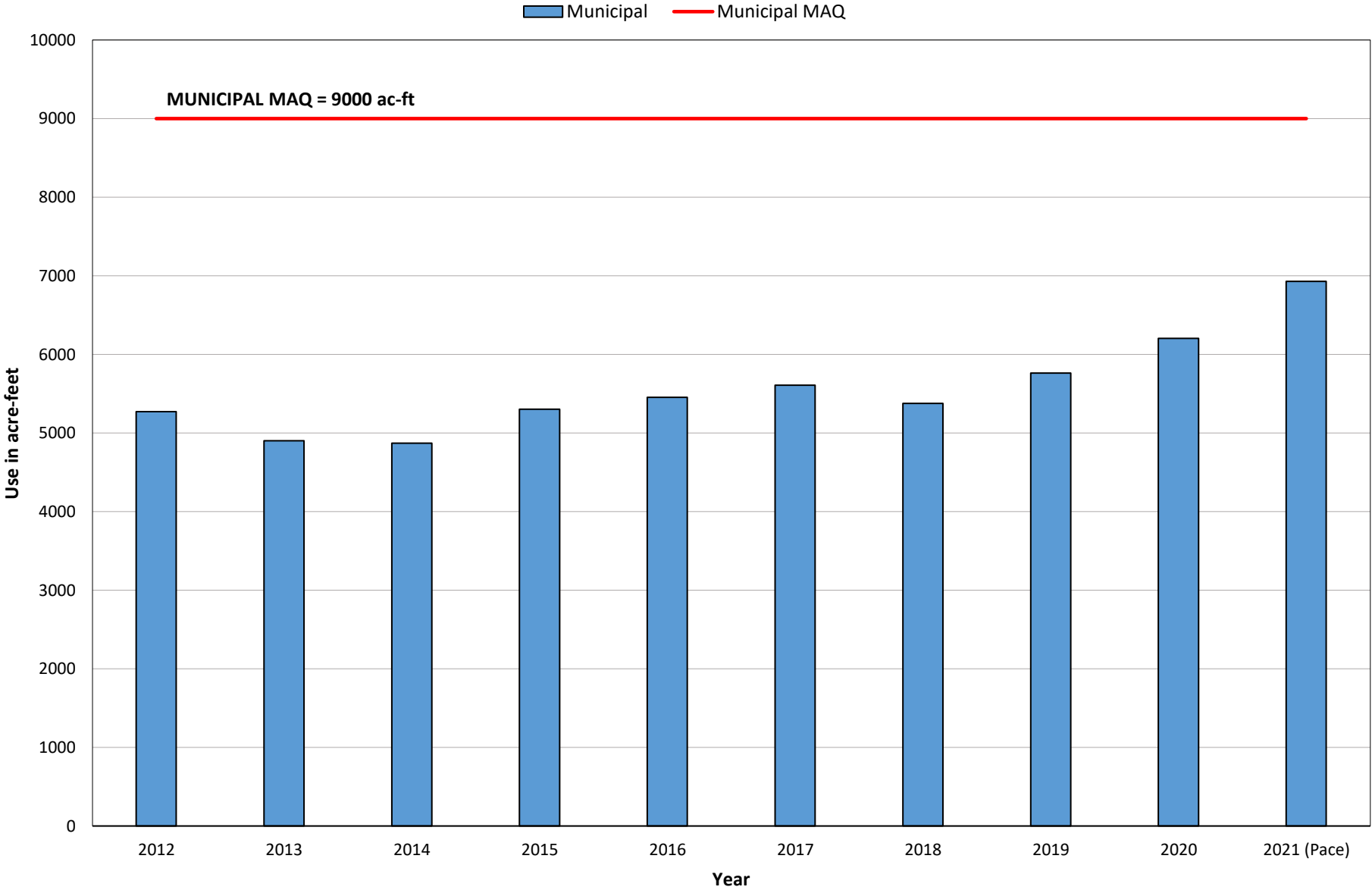
WTCPUA Uplands Water Treatment Plant Production Annual Production



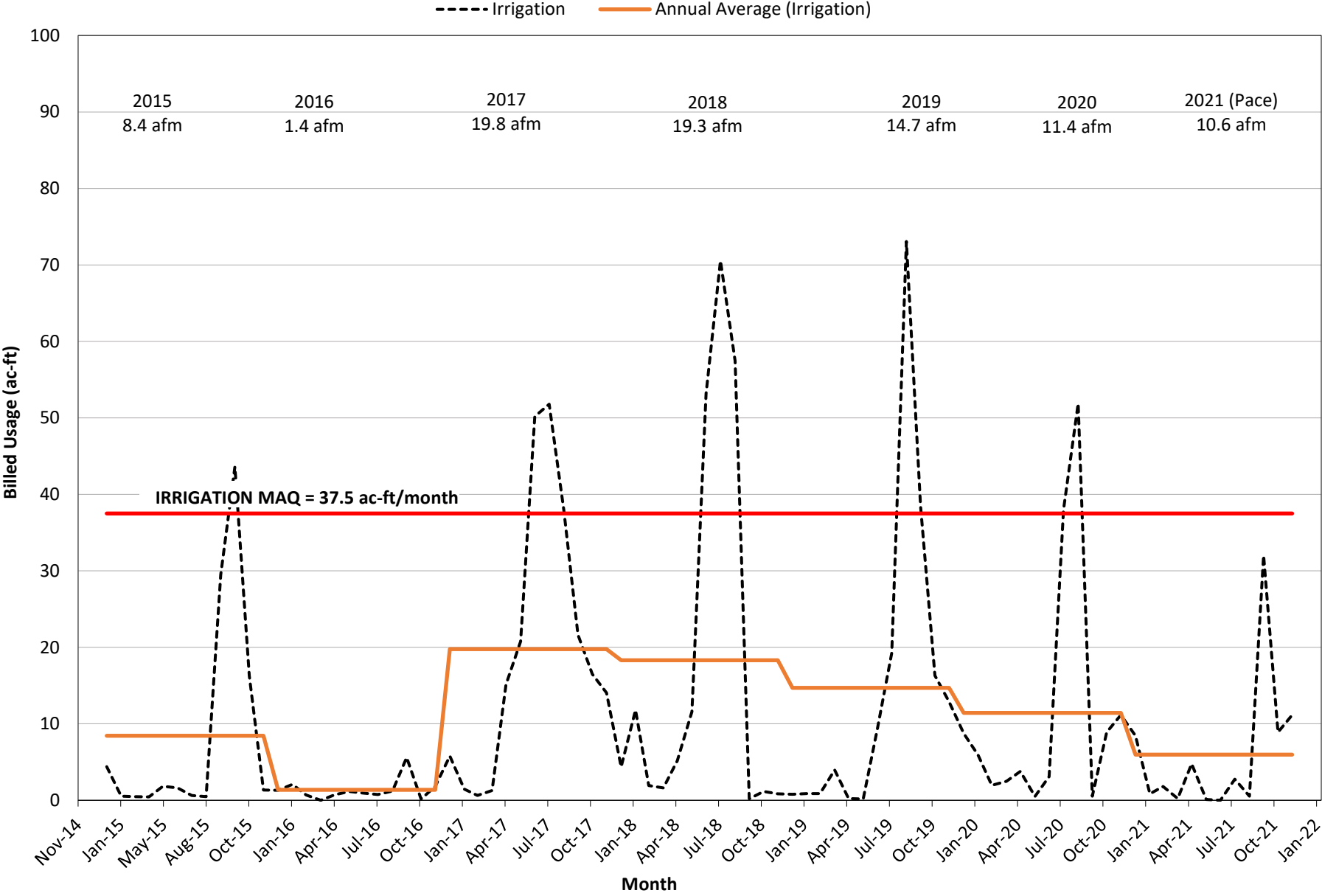
* - 12-Month period March '12 - Feb '13



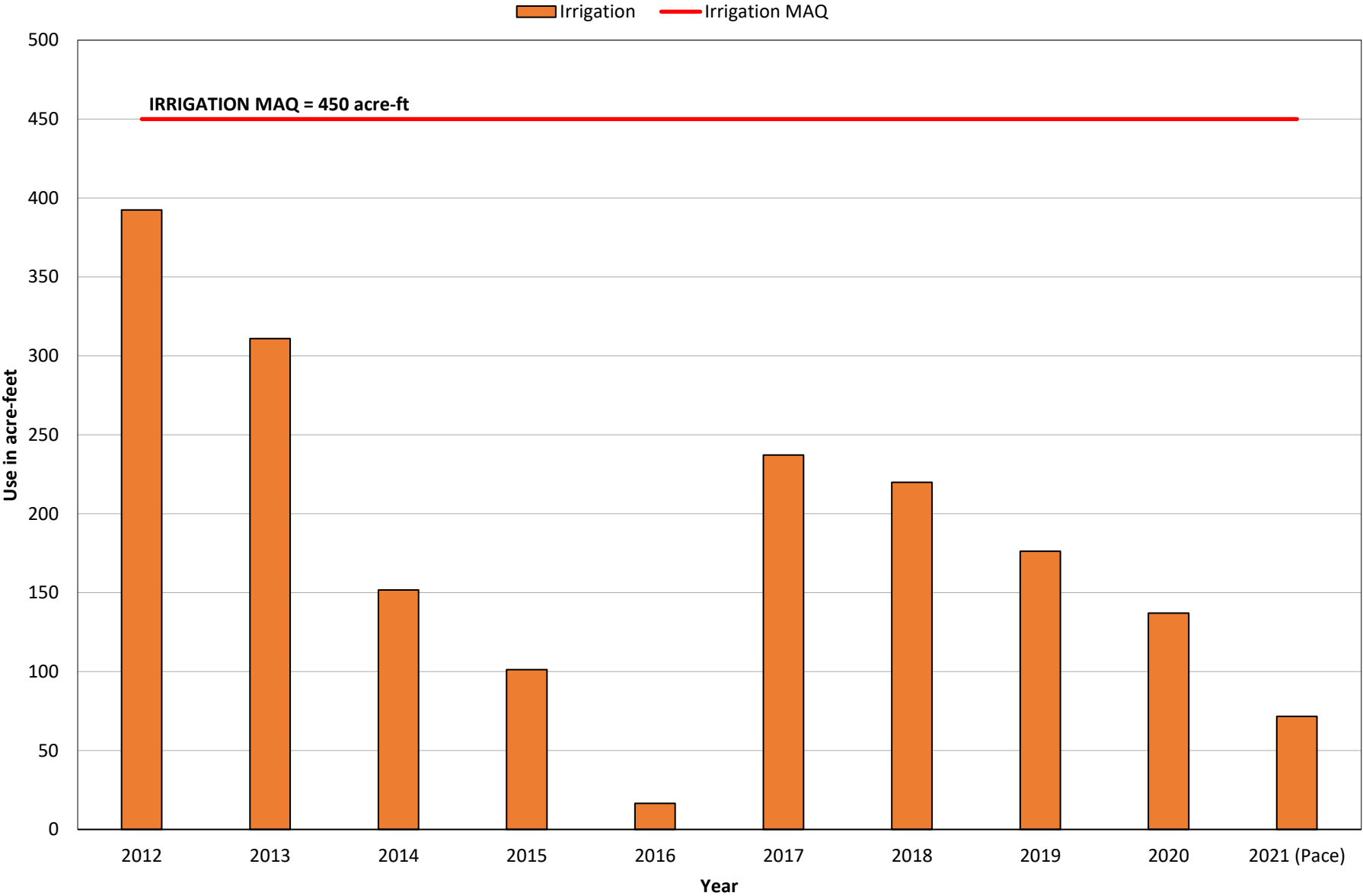
WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage



WTCPUA Annual Cumulative Irrigation Raw Water Use



ITEM F