

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
NOTICE OF MEETING**

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, June 21, 2018 at City of Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. The following matters will be considered and may be acted upon at the meeting.

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

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

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (R. Pugh)

A. Approve minutes of May 17, 2018 regular Board Meeting.

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

1. Invoices from HydroPro Solutions, LLC in the amounts of \$390,374.29 and \$98,185 for the Manual Meter Replacement Project.

C. Approve Contractor Pay Requests including:

1. Landmark Structures I L.P., Pay Request No. 3, \$163,960.50, 1340 Elevated Storage Tank.

2. Payton Construction, Inc. Pay Request No. 5, \$103,292.55, Raw Water Intake Pump Station Expansion and Upgrade.

3. CFG Industries, LLC, Pay Request No. 5, \$115,505.95, Water Tank and Pump Station Rehabilitation Project.

- D. Approve Contractor Change Orders including:**
 - 1. Payton Construction, Inc., Change Order No. 1, \$74,263 (6.56%), Raw Water Intake Pump Station Expansion and Upgrade.**
 - 2. Payton Construction, Inc., Change Order No. 2, \$52,000 (4.13%), Raw Water Intake Pump Station Expansion and Upgrade.**
- E. Approve Second Amendment to Non-Standard Service Agreement (NSSA) for Live Oak Springs to extend Agreement for five years to 2023.**
- F. Approve First Amendment to Non-Standard Service Agreement (NSSA) for the Terrace Project to increase water allocation from 199 to 202 LUEs for median landscape irrigation.**
- G. Approve Non-Standard Service Agreements for:**
 - 1. Anthem at Ledgestone Apartment Homes, 67 Water LUEs, 290 System.**
 - 2. Ledgestone Senior Living Phase 2, 28 Water LUEs, 290 System.**
- H. Ratify Appointment of Don Bosse to the Impact Fee Advisory Committee and Approve Order Appointing Don Bosse to the Impact Fee Advisory Committee.**
- I. Approve Service Extension Request and Non-Standard Service Agreement for Fitzhugh 83, 73 water LUEs, 290 system.**

V. STAFF REPORTS

- A. General Manager's Report (R. Pugh).**
- B. Controller's Report (J. Smith) including:**
- C. Engineer's Report (D. Lozano/J. Coker) including:**
 - 1. Capital Improvements Plan Update.**
- D. Operations Report (T. Cantu).**

VI. OLD BUSINESS

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
 - 1. Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274 (D. Klein).*

2. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654 (S. Albright).*

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

VII. NEW BUSINESS

- A. Discuss, consider, and take action regarding amendment to the WTCPUA Purchasing Policy (Don Walden/Scott Roberts).**
- B. Discuss, consider, and take action regarding review and update of the WTCPUA Organizational Chart (Don Walden/Scott Roberts).**
- C. Discuss, consider, and take action regarding amendment to the WTCPUA Ethics Policy regarding acceptance of gifts (Don Walden/Scott Roberts).**
- D. Discuss, consider and take action on Murfee Engineering Co., Inc. \$74,170 increase request for design and construction phase services for Raw Water Intake Expansion and Upgrade Project (D. Lozano).**
- E. Discuss, consider and take action on Office Lease Agreement with Hill Country Texas Galleria, LLC for Galleria Oaks Building B (R. Pugh/D. Klein).**
- F. Discuss, consider and take action on Finance Committee (J. Smith).**
- G. Discuss, consider and take action on Murfee Engineering Co., Inc. Professional Services Proposals for (D. Walden):**
 - 1. One-year warranty inspection of 1280 Elevated Storage Tank, \$5167.50.**
 - 2. Hamilton Pool Road Pump Station Conversion and Upgrade, Design and Construction Administration, \$77,060.**
- H. Discuss, consider and take action on Jerry Kyle Engagement Letter for Orrick, Harrington, and Sutcliffe, LLP Bond Counsel Services including:**
 - 1. Termination and transfer of Bond Counsel Services from Andrews Kurth (D. Walden).**
- I. Discuss, consider and take action on Award of Contract to Austin Underground in the amount of \$278,000 for the Lakepointe Manhole Rehabilitation Project (D. Walden).**

- J. Discuss, consider and take action on CP&Y Park at Bee Cave effluent line engineering agreement (D. Walden).**
- K. Discuss, consider and take action regarding Bohl's Floating Solar Array investigation (D. Lozano).**
- L. Discuss, consider and take action on FY2019 Budget and Rate Planning Calendar (J. Smith):**
- M. Discuss, consider and take action on Impact Fee Study workshop, including (J. Smith/D. Lozano/N. Heddin):**
 - 1. Land use assumptions.**
 - 2. CIP update.**
 - 3. Impact fee calculation methodology, and report completion.**
 - 4. Impact Fee Fund Policy.**

VIII. ADJOURNMENT

Dated: June 14, 2018



Robert Pugh
 WTCPUA General Manager

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

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

IV. CONSENT AGENDA

ITEM A

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

May 17, 2018

Present:

Scott Roberts, President
Don Walden, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Eileen Brzoska, Director

Staff and Consultants:

Robert Pugh, General Manager
Jennifer Riechers, Program Manager
Jennifer Smith, Agency Controller
Stefanie Albright (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Pierce Powers, Agency Engineer
Reuben Ramirez, Engineering Technician
Trey Cantu, Agency Operations Manager
Dennis Lozano (Murfee Engineering), Engineering Consultant

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:00 a.m.

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Peter Golde addressed the Board correcting a previous statement he had made that there is no “regional plan” under the MOU, stating that he was not previously aware of the letter from USFWS stating that the TCEQ Optional Enhanced Measures would be acceptable as a regional plan under the MOU.

IV. CONSENT AGENDA

- A. Approve minutes of April 19, 2018 regular Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**

- C. **Approve Service Extension Request (SER) including location map for Mantra Medical Offices, 11 water LUEs, 290 system.**
- D. **Approve Second Amendment to Non-Standard Service Agreement (NSSA) for the 128 acre Grumbles Project to reduce water allocation from 81 LUEs to 76 LUEs.**
- E. **Authorize General Manager to execute Consent to Assignment of 128 Acre Grumbles Project to new ownership:**
 - 1. **Assignment of 63 water LUEs to Saturn Five Signal Hills (95 acres).**
 - 2. **Assignment of 13 water LUEs to San Camley, LLC (33 acres).**
- F. **Approve Murfee Engineering Co., Inc. Construction Inspection Services proposal in the amount of \$60,180 for Provence/MUD 22 Elevated Storage Tank Project.**
- G. **Authorize General Manager to execute a Sublease Listing Agreement with Peloton Commercial Real Estate, LP to market and obtain sublease for current administrative office space at Triton Center Suites 120 and 130.**
- H. **Approve Developer Reimbursement in the amount of \$108,734 to Taylor Morrison for Phase IV or Sawyer Ranch Road Pipeline.**

MOTION: A motion was made by Director Roberts to approve the Consent Agenda Items, provided as **Exhibits A - H**. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

V. STAFF REPORTS

A. General Manager’s Report.

Mr. Pugh presented this report, provided as **Exhibit I**.

Director Goodwin asked about Item 13 regarding odor complaints, and stated that in Mr. Cantu’s report there was a statement that these odors came from a water quality pond. He stated that he wanted to know how sure staff is of that statement, and also asked if staff is confident in the odor loggers, and if they are mobile to confirm that there are odors from the water quality pond.

Mr. Pugh stated that since he came to the PUA odor complaints had gone down due to the chemical treatment program used. He stated that there are odor loggers at the lift station and at the plant, and the process is for staff to contact the complainant, and then to go to the premises to observe the conditions. Mr. Pugh stated that staff has hung additional odor loggers at the perimeter fence of the Lake Pointe Plant, and mobile odor detectors were also purchased. He stated that some complaints come after a rain, and staff thought that there was potential that water coming into the ponds may cause odors, and that this is a possibility staff wanted to look into. In response to a question from Director Goodwin, Mr. Pugh stated that H₂S was the only gas logged and would likely not be picked up at the pond. Director Goodwin asked if potential inflow/infiltration could be an issue causing odor problems, and Mr. Pugh stated that he wasn't sure how much this could contribute to odors.

Director Goodwin asked if the odor complaints were received from the same people filing complaints with the TCEQ, to which Mr. Pugh said yes it is likely the same people. Director Goodwin wanted to ensure that these TCEQ complaints are also provided to PUA staff to ensure that the complaints are being addressed by the PUA.

Director Goodwin asked about the bid documents for the meter replacement program, and confirmed that the cost of the program is approximately \$1 million.

Director Walden asked about the Ledgestone meeting referenced, and Mr. Pugh stated that there are two SERs pending relating to this project, and that this is a later agenda item.

Director Walden addressed the letter to wholesale customers, and asked if the target was total projections through 2027, or if yearly data was requested. Mr. Pugh stated that the letter was drafted and sent per Board direction, and that some responses had been received.

Director Walden stated that there were a number of letters regarding Longhorn Skyway regarding "what if" questions. Mr. Pugh stated that the developer's questions relating to the wholesale agreement were generally answered. He stated that a TCEQ CZP approval was submitted, but PUA staff informed the developer that CZP compliance does not meet the required USFWS MOU measures required in the Deer Creek wholesale agreement. Additional questions were on the agenda for Board direction.

Director Walden asked who is vetting the lease agreement for the new office building. Mr. Pugh stated that he reviewed the lease and also had David Klein review the documents, and comments were submitted to the lessor.

Mr. Pugh stated that a Bee Cave town hall meeting was held with 22 customers in attendance.

Mr. Pugh stated that one of the pumps in the raw water intake was taken offline for repairs, and that DSWSC, TCMUD 12, and TCMUD 20 were all helpful in using wells and interconnects where applicable to ensure no interruption of service.

B. Controller's Report.

Ms. Smith provided this report, provided as **Exhibit J**.

Director Walden stated that this is the first half of the fiscal year when revenues are typically lower, but at this time revenues are over for wastewater and only slightly under for water due to the lower use.

C. Engineer's Report including:

- 1. Capital Improvements Plan Update.**
- 2. Impact Fee Study Update**

This report was provided as **Exhibit K**. Director Goodwin asked about the CP&Y manhole repair program. Ryan Owen with CP&Y detailed the efforts to address 20 manholes in the Lake Pointe subdivision, and stated that measures were being taken to ensure that repairs could be conducted without taking the line out of service. Director Whisenant asked about the fiberglass inserts and the gap between the insert and the existing wall. Mr. Owen confirmed that the structural integrity of the manhole will be increased and that the gap will be filled with grout.

Director Walden asked about the 1340 Transmission Main project and asked about the status since the last referenced pre-construction meeting. Discussion ensued regarding the status of the project, as well as an update regarding the 1080 Transmission Main project. Mr. Lozano stated that the City of Bee Cave and the PUA had stayed in coordination.

Director Walden asked when the Raw Waterline No. 2 package was submitted to Washington DC, to which Mr. Lozano responded that the Federal Register notice will be published on May 18 with a 30 day comment period. At that time, the PUA will address any comments and wait for administrative processing.

Mr. Lozano next addressed the impact fee study update, stating that several wholesale customers responded, and that some direction may be needed from the Board. The DSWSC responded including a planning study, but additional work may be needed to determine how much water would be needed from the PUA. Mr. Lozano recommended waiting until the newly hired general manager is at the DSWSC in June before having these conversations. Mr. Pugh stated that initial PUA projections for the DSWSC were 4,800 LUEs, and that the DSWSC proposal suggests almost double the planning number.

Director Roberts asked if the PUA serves water within the City of Austin, to which Mr. Lozano stated that the PUA does serve in the ETJ of Austin.

Director Goodwin stated that the following responded to the PUA's letter regarding capacity planning: Barton Creek West, DSWSC, Lazy Nine, Reunion Ranch, Senna Hills. Mr. Lozano stated that the City of Dripping Springs provided information regarding planning. Mr. Lozano also stated that TCMUD 22/Provence submitted a letter requesting that projects related to this development be included in the CIP to be eligible for impact fee credits. He stated that in this letter they are anticipating 150 connections per year with a total buildout of 1,837 LUEs. Mr.

Lozano stated that to meet this demand at the level requested would likely involve a parallel Hamilton Pool Road waterline. He stated that he is not making the recommendation that these projects be included in the CIP, but was relaying the requests for Board discussion and feedback.

D. Operations Report.

Mr. Cantu provided this report, provided as **Exhibit K**. Mr. Cantu followed up regarding odor complaints, stating that no complaints had been recently received.

VI. OLD BUSINESS

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

- 1. Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274.**
- 2. Williams R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601**
- 3. John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.**

B. Discuss, consider and take action on resignation of Michael Slack from Impact Fee Advisory Committee, and nominations for replacement.

Mr. Pugh stated that Mr. Don Bosse with Discovery was recommended for inclusion on the IFAC.

MOTION: A motion was made by Director Roberts to approve the nomination of Mr. Don Bosse to the Impact Fee Advisory Committee. The motion was seconded by Director Walden.

The vote was taken with the following result:

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

VII. NEW BUSINESS

A. Discuss, consider and take action regarding plat review and USFWS MOU requirements in plats by Hays County, City of Dripping Springs, Travis County, and City of Bee Cave including:

- 1. Letters to Hays County, City of Dripping Springs, Travis County, and City of Bee Cave requesting addition of plat notes for future developments that state developments shall comply with provisions of the “Memorandum of Understanding” between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU).**
- 2. Provide copy of City of Dripping Springs letter to Dripping Springs Water Supply Corporation.**

This item was discussed in executive session.

MOTION: A motion was made by Director Roberts to approve the letter, as directed in Execution Session. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

- B. Discuss, consider and take action on Wholesale Agreement with Deer Creek Ranch Water Company, LLC including:**
- 1. Letter to Travis County Commissioners Court requesting addition of plat notes for Longhorn Skyway Office Building Project that states the development shall comply with the water quality requirements outlined in the Wholesale Agreement.**

This item was discussed in Executive Session.

MOTION: A motion was made by Director Roberts to approve the letter to the Travis County Commissioners Court as discussed in Executive Session. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

- C. Discuss, consider and take action on Water Utility Facilities Acquisition Agreement Between Lower Colorado River Authority, 290 East Bush, Inc. and Hays County MUD 4, including:**
- 1. Service Extension Request (SER) for Anthem at Ledge Stone Apartment Homes, 67 water LUEs, 290 system.**
 - 2. Service Extension Request (SER) for Ledgestone Senior Living Phase Two, 28 water LUEs, 290 system.**

This item was discussed in executive session.

D. Discuss, consider and take action on CP and Y, Inc. Engineering Services Proposal for system wide effluent infrastructure modeling.

Mr. Pugh presented on this item, provided as Exhibit L, stating that recently the PUA had hooked on the Gateway to Falconhead, and that the Park at Bee Cave requires infrastructure to connect to the effluent system.

Director Goodwin asked how much the Gateway to Falconhead is predicted to take, to which Mr. Pugh stated that he would have to look into the question to confirm the information. Discussion ensued regarding projected use. Director Goodwin asked about “blow down” water sent from the Backyard/Terrace project to the WWTP, and asked that staff look at the impact to the wastewater LUEs in the NSSA.

Director Roberts asked why the applicants for service aren’t being requested to pay for the effluent study, to which Mr. Pugh stated that this was a feasibility project for Board consideration.

Director Walden stated that he thought the study to be premature as the Backyard/Terrace project has not moved forward at this point. Director Roberts stated that he wasn’t of the opinion that the study was premature, but redundant as he believed these tasks to be addressed as part of the CIP process.

Director Whisenant stated that he was of the opinion that the ratepayers should not be paying for this study at this time.

MOTION: A motion was made by Director Walden to deny the proposal from CP and Y for system wide effluent infrastructure modeling. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

E. Discuss, consider and take action on Billing Services Agreement with Springhollow Municipal Utility District for Parten Ranch Development.

This item was presented by Mr. Pugh, provided as Exhibit M. He stated that in the Parten Ranch NSSA there is a reference that billing services may be provided, and stated that this proposal includes billing reports with customers and disconnection services on an hourly basis. He stated that the Agreement for consideration is similar to the Hays MUD No. 5 billing agreement.

Ms. Albright stated that LCRA provided these services to some customers. Mr. Pugh confirmed that no additional employees were needed to provide these services.

MOTION: A motion was made by Director Walden to approve the Billing Services Agreement with Springhollow Municipal Utility District. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

Voting Aye: Directors Whisenant, Goodwin, Walden, and Brzoska

Voting Nay: Director Roberts

Absent: None

F. Discuss, consider and take action on Lease Agreement with Springhollow Municipal Utility District for Parten Ranch Development.

This item was discussed in Executive Session.

MOTION: A motion was made by Director Roberts to approve the Lease Agreement with Springhollow Municipal Utility District, with edits as directed in Executive Session. The motion was seconded by Director Walden.

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

G. Discuss, consider and take action on date for Special Board meeting for Impact Fee Study workshop, including:

- 1. Land use assumptions.**
- 2. CIP update.**
- 3. Impact fee calculation methodology, and report completion.**

Mr. Pugh stated that this workshop could occur as a component of the June 21 Board meeting, or a special meeting. Director Roberts asked that this be included on the June 21 meeting agenda, and that the regular agenda be kept as short as possible.

H. Discuss, consider and take action regarding PUA operational matters, including:

- 1. Reduction of electricity usage at PUA facilities.**
- 2. Adjustment of distribution of PUA watering scheduling.**
- 3. Survey of maintenance and repairs of PUA lift station facilities.**
- 4. References to PUA customers.**

Ms. Brzoska presented on this item, stated that there was a change to the electricity rates by the City of Austin, and asked if there could be an audit of energy efficiency of PUA facilities to see if there is a benefit to variable frequency or soft start motors. Mr. Cantu stated that some of the motors are not readily adaptable to variable frequency drives, such as lift stations that are controlled by flows. He stated that where facilities show effectiveness in using variable frequency, such as the larger capacity pumps, the PUA generally uses such facilities. He stated that there are many firms that could provide this study, but that in his opinion there are improvements that could be made, but the system is running efficiently. Ms. Brzoska asked if there is a schedule for this review, to which Mr. Cantu replied that there was not, but that he periodically reviews utility bills to assess usage and costs.

Director Whisenant stated that he didn't think that an audit would be as effective as for other entities, stating a Hays County study where efficiencies were found with lighting and air conditioning.

Next, Ms. Brzoska asked about the watering schedule, stating that with pressure fluctuations exacerbated by irrigation, has the overall PUA system been reviewed to see if high service pumps could be reduced to assist with pressure fluctuations. Mr. Pugh stated that watering restriction compliance checks are done in the evenings. He stated that the current watering plans state the times where watering cannot occur to assist with helping the tanks be refilled. Mr. Pugh stated that the schedule in place was set to address fluctuations. Mr. Cantu stated that over the seasons, monitoring non-compliance has helped with the overall demand. Ms. Brzoska asked if there were any pressure fluctuations noticed from specific communities, and whether there was a way to better balance the system. Mr. Pugh stated that in 2017, the Board asked to apply the restrictions to the Highway 290 System based on pressure concerns. Director Roberts asked if the same operation issues from usage are experienced in both systems, to which Mr. Cantu stated that there is somewhat of a divide, but production is overall affected. Mr. Cantu confirmed that in peak times there can be production issues that are addressed with watering restrictions. Director Roberts asked how these issues could be addressed, to which Mr. Lozano stated that many of the CIP projects addressed and provided additional capacity. Director Roberts asked if there were system constraints that limited revenue production and meet demand. Mr. Lozano stated that this question relates not just to capacity, but also to social awareness regarding conservation. Mr. Lozano stated that if average flow was provided, even though peaking is prepared for, the system would be operating at the maximum efficiency. Mr. Pugh confirmed that as a firm water customer of LCRA, the PUA is following the LCRA water conservation guidelines.

Ms. Brzoska next asked about PUA lift station conditions regarding aesthetics, and asked if a survey could be done to address these concerns. Mr. Cantu stated that his study is already in process. Director Walden asked if this included exterior facilities, such as fencing, to which Mr. Cantu stated that yes it would, in addition to other maintenance items. He stated he hoped that these items would be included in the next fiscal year's budget, and Mr. Pugh stated that Mr. Cantu is working to have this information prepared.

Ms. Brzoska asked for input as to whether PUA customers should be referred to as "members" rather than "customers" in order to eliminate the "us versus them" framework. Director Walden stated that members typically related to a cooperative situation with an ownership stake, so there

could be some confusion. Director Whisenant stated that he had no concerns about the terminology, but agreed with Director Walden regarding the issue. Director Walden stated the terminology could create a connotation that doesn't exist. Ms. Brzoska asked if there are measures that could be taken to improve public relations. Director Roberts stated that the best public relations efforts would be for the PUA to improve its service and cooperation with customers, which has been done. Mr. Pugh stated that the PUA now sends out quarterly newsletters, conducts customer academies with information about the Agency and the system, quarterly articles in the Lake Travis View, routine attendance at community meetings, and that these have all been effective. He also stated that the new website is much more user-friendly for customers, and that staff is open to suggestions for any other measures that can be taken.

Director Walden stated that the PUA should offer to come to area HOA annual meetings to make a presentation and provide a report on the PUA. Director Whisenant stated that HOAs could be the best way to reach citizens, and said that he appreciated Ms. Brzoska's input and it was good for the Board to remind itself of these questions. Director Goodwin stated that it will take some time to address its public image, and that the best thing the PUA did was take operations in-house.

At 11:44 a.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney under Texas Government Code 551.071 regarding Items VI.A; VII.A, B, C, and F.

At 1:02 p.m., Director Roberts announced that the Board would convene in open session and that no action had been taken.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

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

Voting Nay: None

Absent: None

The meeting adjourned at 1:03 p.m.

PASSED AND APPROVED this ___ day of June, 2018.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

ITEM B

**West Travis County PUA- GOF
Cash Flow - Manager's Account
As of May 31, 2018**

Number	Name	Memo	Amount
24617008	Pump Mechanical Technical Services, LLC	Repair & Maintenance- Spillman Pump Station	\$ (7,153.30)
Epayment	Texas Community Propane, Ltd	Gas Expense	\$ (16.11)
24659381	Aqua-Tech Laboratories, Inc	Pre-Treatment/ Lab Fees	\$ (5,044.40)
24622731	Brenntag Southwest Inc.	Chemicals	\$ (821.66)
ACH	Comdata Universal Mastercard	Vehicle Fuel	\$ (6,647.31)
24622762	CP&Y	Manhole Rehab	\$ (4,472.30)
24627958	Rain For Rent	Repair & Maintenance	\$ (1,285.20)
24645132	ACT Pipe & Supply	Repair & Maintenance	\$ (450.99)
24651080	Capitol Bearing & Hydraulics	Repair & Maintenance	\$ (1,300.81)
24680327	HydroPro Solutions, LLC	Meters	\$ (11,538.72)
15296	HM Parten Ranch Development Inc.	Refund of Overpayment of Reservation Fees	\$ (5.08)
15295	International Bank of Commerce	Developer Reimbursement- Highpointe Phase 5, Section 3	\$ (150,576.34)
15297	West Travis County MUD 6	Custom Deposit Refund	\$ (1,980.02)
24781984	360 ICT, LLC	Phone System Maintenance	\$ (125.00)
24779435	ACT Pipe & Supply	Repair & Maintenance	\$ (1,837.62)
24785505	AVR Inc.	Billing Services	\$ (1,658.65)
24779615	Cedar Park Overhead Doors	Repair & Maintenance	\$ (187.50)
24784810	Coachworks Car Wash	Vehicle Maintenance	\$ (396.02)
24815452	D.A.D.'s Lawn Services, LLC	Lawn Service- May	\$ (5,800.00)
24772126	Edgestone Automotive	Vehicle Maintenance	\$ (263.93)
24774235	Elliott Electric Supply, Inc	Repair & Maintenance	\$ (38.13)
24783690	Ferguson Enterprises, Inc.	Repair & Maintenance	\$ (560.16)
24780032	Grainger	Repair & Maintenance	\$ (1,269.81)
24783843	Hamilton Electric Works, Inc.	Repair & Maintenance	\$ (41.76)
24775830	Hill Country Electric Supply LP	Repair & Maintenance	\$ (117.03)
24781358	Holt Cat	Repair & Maintenance	\$ (32.28)
24771747	Ice Works	Rental Fee	\$ (137.50)
24810574	Lloyd Gosselink Rochelle & Townsend, P.C.	Legal Fees	\$ (13,313.63)
24810574	Lloyd Gosselink Rochelle & Townsend, P.C.	Legal Fees- SER	\$ (4,192.90)
24785620	McCoy's Building Supply	Repair & Maintenance	\$ (498.71)
24776701	Mission Communications, LLC	Repair & Maintenance	\$ (623.40)
24801726	Murfee Engineering Company Inc.	Engineering Fees	\$ (122,720.39)
24801726	Murfee Engineering Company Inc.	Engineering Fees- SER	\$ (550.00)
24767245	Odessa Pumps & Equipment Inc,	Repair & Maintenance	\$ (670.88)
24783361	PostNet TX144	Postage	\$ (74.98)
24768555	Ready Refresh	Office Supplies	\$ (51.87)
24775064	Rent Equip, LLC	Repair & Maintenance	\$ (545.50)
24776583	Republic Services Inc.	Garbage Expense	\$ (626.84)
24806395	Smith Pump Company, Inc.	Repair & Maintenance- Flowserve Pump	\$ (14,191.00)
24779741	Stratus Building Solutions	Janitorial Services	\$ (175.00)
24782623	The HT Group	Staffing	\$ (2,156.40)
24768482	Time Warner 39409	Phone Service- Spanish Oaks Lift Station	\$ (102.31)
24779315	Time Warner 48749	Internet Service- Admin Office	\$ (125.64)
24795072	TML MultiState Intergovernmental EBP	Employee Benefits	\$ (28,025.28)
24777371	TxTag	Toll Charges	\$ (17.42)
24780154	USABlueBook	Repair & Maintenance	\$ (1,273.78)
24812533	Wastewater Transport Services, LLC	Sludge Disposal	\$ (72,780.00)
24795889	ACT Pipe & Supply	Repair & Maintenance	\$ (430.84)
24804319	Brenntag Southwest Inc.	Chemicals	\$ (3,798.50)
24815908	Odessa Pumps & Equipment Inc,	Repair & Maintenance	\$ (163.65)
24847311	Department of Information Resources	Internet Service- Raw Water Lift Station	\$ (167.78)
24844270	Edgestone Automotive	Vehicle Maintenance	\$ (916.73)
24839777	HydroPro Solutions, LLC	Repair & Maintenance	\$ (201.43)
24822706	USABlueBook	Repair & Maintenance	\$ (1,172.33)
24823918	Vintage IT Services	IT Support Services	\$ (3,157.00)
24890538	City of Austin 44118 09855	Utilities	\$ (16,256.58)
24875115	The HT Group	Staffing	\$ (2,396.00)

**West Travis County PUA- GOF
Cash Flow - Manager's Account
As of May 31, 2018**

15298	City Of Bee Cave	WWTP Expansion & Beneficial Water Recycling Review Fee	\$	(4,500.00)
24936325	ACT Pipe & Supply	Repair & Maintenance	\$	(2,337.19)
24939276	AT&T Mobility-CC	SCADA System Cellular Network	\$	(870.98)
24933074	Austin Armature Works, LP	Repair & Maintenance	\$	(455.00)
24925930	Brenntag Southwest Inc.	Chemicals	\$	(627.03)
24930378	CTRMA Processing	Toll Charges	\$	(3.76)
24941276	Five Star Electric	Repair & Maintenance-Valve Control Panel	\$	(3,614.83)
24932091	Odessa Pumps & Equipment Inc,	Repair & Maintenance	\$	(857.35)
25003077	Brenntag Southwest Inc.	Chemicals	\$	(5,406.94)
24971867	Capitol Bearing & Hydraulics	Repair & Maintenance	\$	(44.44)
ACH	City of Austin 04065 16047	Utilities	\$	(239.69)
24971837	CTRMA Processing	Toll Charges	\$	(2.19)
24963721	Grainger	Repair & Maintenance	\$	(81.90)
24965644	United Rentals, Inc.	Repair & Maintenance	\$	(297.57)
24981651	Affordable Asphalt Paving	Repair & Maintenance	\$	(2,500.00)
25007196	AVR Inc.	Billing Services	\$	(175.05)
24978396	BB&T - Bourland	Credit Card Purchases	\$	(934.84)
24991476	BB&T - Harkrider	Credit Card Purchases	\$	(685.86)
24993688	BB&T - Jeffrey	Credit Card Purchases	\$	(678.29)
24995428	BB&T - Main Office 4972	Credit Card Purchases	\$	(1,433.22)
25004096	BB&T - Pugh	Credit Card Purchases	\$	(714.77)
24988411	BB&T - Rendon	Credit Card Purchases	\$	(878.81)
24994438	BB&T - Sifuentes	Credit Card Purchases	\$	(448.10)
24990132	BB&T - Smith	Credit Card Purchases	\$	(1,470.42)
24992602	BB&T - Strickland	Credit Card Purchases	\$	(61.96)
24986513	Champion Power Products, Inc	Repair & Maintenance	\$	(1,788.86)
25021053	City of Austin 07107 11753	Utilities	\$	(71,661.99)
24987159	Ferguson Enterprises, Inc.	Repair & Maintenance	\$	(463.61)
25004224	Five Star Electric	Repair & Maintenance	\$	(3,362.83)
24991071	Grainger	Repair & Maintenance	\$	(30.80)
15299	HM Highpointe Development, Inc.	Refund of Over payment of Reservation fees	\$	(3,000.00)
25007902	McCoy's Building Supply	Repair & Maintenance	\$	(21.54)
24978285	Neopost	Postage	\$	(200.00)
24983162	Office Depot	Office Supplies	\$	(82.37)
24996242	PostNet TX144	Postage	\$	(6.52)
25018303	Texas Municipal League	16/17 FY Workers Comp Audit	\$	(7,980.00)
24991196	The HT Group	Staffing	\$	(2,396.00)
24981066	Time Warner 65198	Telephone/Internet- Customer Service	\$	(1,023.74)
24979471	Time Warner 70172	Internet Service- Water Plant	\$	(239.99)
24993640	USABlueBook	Repair & Maintenance	\$	(196.51)
24999620	Wastewater Transport Services, LLC	Sludge Disposal	\$	(3,840.00)
25018223	ARC Document Solutions	Board Packet Printing	\$	(459.78)
25027518	AT&T	Phone Service	\$	(2,340.43)
25017281	Austin Armature Works, LP	Repair & Maintenance	\$	(1,285.00)
25015320	Capitol Courier	Delivery Fees	\$	(69.09)
25017827	City of Austin 39975 21324	Utilites	\$	(84.60)
25035395	Half Associates, Inc.	Review Fees	\$	(1,575.00)
25040059	Master Meter Inc.	Repair & Maintenance	\$	(1,500.00)
25065220	Municipal Valve & Equipment Co Inc	Repair & Maintenance	\$	(6,670.00)
25033918	Net Solutions and Security, LLC	Monthly Brivo Subscription	\$	(310.00)
25035765	Time Warner 27088	Internet Services- Lakepointe WWTP	\$	(130.66)
25036160	USIC Locating Services, LLC	Locating Services	\$	(4,029.36)
25063260	ACT Pipe & Supply	Repair & Maintenance	\$	(542.48)
25053541	ChemEquip	Repair & Maintenance	\$	(525.00)
25067461	ChemEquip	Repair & Maintenance	\$	(3,700.00)
25062369	Guardian Industrial Supply LLC	Repair & Maintenance	\$	(308.69)
25059612	HydroPro Solutions, LLC	Repair & Maintenance	\$	(3,562.00)
15300	Travis County Tax Assessor Collector	Vehicle Registration	\$	(7.50)
25095241	AT&T Wireless	Wireless Phone Service	\$	(1,701.91)
25103060	BB&T - Cantu	Credit Card Purchases	\$	(1,916.85)

**West Travis County PUA- GOF
Cash Flow - Manager's Account
As of May 31, 2018**

25105312	BB&T - Sarot	Credit Card Purchases	\$ (276.56)
EPayment	CFG Industries, LLC	Pay app #4 - Tank and Pump Station Coating Imp.	\$ (56,430.00)
25104663	City of Austin 22455 82422	Utilities	\$ (108.48)
25093473	Coachworks Car Wash	Vehicle Maintenance	\$ (596.11)
25122180	Dragon Products, LLC	Frac Tank	\$ (20,500.00)
25101948	Ferguson Enterprises, Inc.	Repair & Maintenance	\$ (193.18)
25083680	Guardian Industrial Supply LLC	Repair & Maintenance	\$ (18.90)
25132805	Landmark Structures I, LP	Pay App #2- 1340 Elevated Storage Tank	\$ (35,345.70)
25101564	Lower Colorado River Authority	Purchase Water/Reservation Fee	\$ (2,838.84)
25119865	Lower Colorado River Authority	Purchase Water/Reservation Fee	\$ (88,328.31)
25094309	McCoy's Building Supply	Vehicle Maintenance	\$ (253.30)
25120253	Neltronics	SCADA System Upgrade/Etna Pond PLC Repalcement	\$ (157,514.00)
25124480	Payton Construction, Inc.	Pay App #2,3 &4-RWI Expansion and Rehab	\$ (436,886.45)
25099959	Pedernales 140950	Utilities	\$ (39.99)
25098272	Pedernales 196270	Utilities	\$ (678.06)
25096190	Pedernales 036972	Utilities	\$ (61.52)
25123487	Pedernales 222795	Utilities	\$ (7,725.23)
25105563	Pedernales 265199	Utilities	\$ (114.13)
25100089	Texas Excavation Safety System, Inc.	Message Fees- March & April	\$ (1,229.30)
25105993	United Site Services of Texas, Inc.	Repair & Maintenance	\$ (95.37)
15301	BB&T - Schwabe	Credit Card Purchases	\$ (312.94)
15302	BB&T - Cantu	Credit Card Purchases	\$ (1,916.85)
15303	BB&T - Sarot	Credit Card Purchases	\$ (276.56)
25266250	ACT Pipe & Supply	Repair & Maintenance	\$ (346.36)
25253163	Bill Bailey's Signs Corp.	Repair & Maintenance	\$ (235.00)
25262520	Brenntag Southwest Inc.	Chemicals	\$ (4,750.27)
25277599	Calabria Investments L.P.	Lease Expense	\$ (5,005.00)
ACH	City of Austin 39852 19450	Utilities	\$ (221.30)
ACH	City of Austin 54002 73163	Utilities	\$ (164.81)
ACH	City of Austin 71822 19829	Utilities	\$ (14,063.95)
ACH	Comdata Universal Mastercard	Vehicle Fuel	\$ (6,261.76)
25287784	CP&Y	Uplands WTP Trident / Office Building Improvements	\$ (9,228.27)
25246964	Edgestone Automotive	Vehicle Maintenance	\$ (1,031.43)
25264041	Ferguson Enterprises, Inc.	Repair & Maintenance	\$ (54.33)
25268210	Grainger	Repair & Maintenance	\$ (1,324.50)
25270105	Guardian Industrial Supply LLC	Repair & Maintenance	\$ (34.10)
25268263	HarHos Bee Caves, LLC	Lease Expense- Suite 130	\$ (4,352.46)
25292996	HarHos Bee Caves, LLC	Lease Expense- Suite 120	\$ (6,225.60)
25298439	Hays County MUD No 4	Wastewater Billing Collections	\$ (13,496.33)
25294630	HydroPro Solutions, LLC	Meters	\$ (25,177.05)
25259781	MailFinance	Postage Machine Quarterly Lease	\$ (191.85)
25254575	McCoy's Building Supply	Repair & Maintenance	\$ (344.06)
25289366	Murfee Engineering Company Inc.	Engineering Fees	\$ (12,432.62)
25289366	Murfee Engineering Company Inc.	Engineering Fees- SER	\$ (1,337.50)
Epayment	PrimeSpec Construction LLC	Pay App #4 - LakePointe WWTP Plant Improvements	\$ (148,157.25)
25251966	Rain For Rent	Repair & Maintenance	\$ (1,285.20)
Epayment	Smith Pump Company, Inc.	Repair & Maintenance	\$ (4,750.00)
Epayment	Texas Community Propane, Ltd	Gas Expense	\$ (16.11)
25281366	The Bridge Group	Construction Inspection Fees	\$ (24,640.00)
25265777	The HT Group	Staffing	\$ (2,396.00)
25286749	The Wallace Group Inc	Tank & Pump Station Coating Improvements	\$ (7,117.50)
25283618	TML MultiState Intergovernmental EBP	Employee Benefits	\$ (28,025.28)
Epayment	Travis County MUD No 16	Wastewater Billing Collections	\$ (31,322.28)
25260733	United Site Services of Texas, Inc.	Repair & Maintenance	\$ (95.37)
25261145	USABlueBook	Repair & Maintenance	\$ (1,104.08)
TOTAL			<u>\$ (1,818,395.10)</u>

West Travis County PUA - GOF

Cash Flow -Payroll Account

As of May 31, 2018

Num	Name	Memo	Amount
11117 · Payroll			
PAYROLL	Employee Payroll	Payroll -4/16/2018-4/29/2018	-56,168.17
PAYROLL	Texas Workforce Commission	Texas SUI Payment-2018 1st Quarter	-314.22
ACH	ExpertPay	Expert Pay- Child Support	-173.02
PAYROLL	United States Treasury	Payroll Liability Payment- 4/16/2018-4/29/2018	-17,744.86
ACH	Child Support Systems	Child Support Remittance	-493.83
ACH	Security Benefits	457 Employee Contribution	-1,531.56
ACH	Texas County DRS	TCDRS Payment-April.	-28,655.82
PAYROLL	Employee Payroll	Payroll -4/30/2018-5/13/2018	-56,739.54
ACH	ExpertPay	Expert Pay- Child Support	-173.02
ACH	Security Benefits	457 Employee Contribution	-1,498.23
PAYROLL	United States Treasury	Payroll Liability Payment- 4/30/2018-5/13/2018	-18,042.36
ACH	Child Support Systems	Child Support Remittance	-686.29
PAYROLL	Employee Payroll	Payroll -5/14/2018-5/27/2018	-59,342.64
BNKFEE	BB&T	Bank Fee Chared in Error	-36.00
Total 11117 · Payroll			<u>-241,599.56</u>
TOTAL			<u>-241,599.56</u>

Invoice
HydroPro Solutions, LLC



REMIT TO:
HydroPro Solutions LLC
P.O. Box 612957
Dallas, TX 75261-2957

Invoice Number: 0012268-IN

Invoice Date: 6/7/2018

Page: 1

DRP

Sold To:

 West Travis County Public
 12117 Bee Cave Rd
 Building 3 Suite 120
 Austin, TX 78738

Ship To Code: MAIN

 West Travis County PUA
 Water Plant
 12215 Bee Cave Rd
 512-263-0100
 Austin, TX 78738

Customer ID	Customer P.O.	PaymentTerms	Sales Order
10-WTRAV	1807	Net30	0012282
Sales Rep ID	Shipping Method	Ship Date	Due Date
1017	FEDEX LTL	6/1/2018	7/7/2018

Quantity	Item	Description	Unit Price	Amount
1,939	LT-B12-A11-A01-0101 A-1	5/8X3/4" BLMJ 3G-DS PB LF - LO TURN-ON/ UC41	196.37	380,761.43
Lot Number: 0	SO12282_WEST LT-B13-A11-A01-0101 A-1	3/4" PB BL 3G USG TURN-ON/ UC41	207.86	0.00
19	LT-M21-A00-A01-0101 A-1	1.5" MS USG FLG 3G-DS - LOT TURN-ON/ UC41	505.94	9,612.86
Lot Number: 0	SO12282_WEST LT-O301-D4-A01	2" Octave SS ENCODER w/5' XTR	1,637.90	0.00
0	LT-RSS-HAR-M-UPG2	RES:100, UC41, USG 1	0.00	0.00
0	LT-RSS-HAR-A-T2	MasterLinx to Harmony Mobile Upgrade at no cost. HARMONY TRAINING & SETUP - 2 D EU Contact: Trey Cantu @ 512-751-6993 (M) or 512-263-5323 (O) entered by dmm	0.00	0.00

RECEIVED JUN 11 2018

Chris

Subtotal:	390,374.29
Freight:	0.00
Sales Tax:	0.00

Invoice Total: 390,374.29

All transactions with HydroPro Solutions, LLC are subject to our Standard Terms and Conditions. Our Terms and Conditions are available for review at <http://hydroprosolutions.com/terms-conditions.php>. Please report any discrepancies within 15 business days of invoice.

Tracking number: 3834068151; 3834216131;

Invoice
HydroPro Solutions, LLC



REMIT TO:
HydroPro Solutions LLC
P.O. Box 612957
Dallas, TX 75261-2957

Invoice Number: 0012277-IN

Invoice Date: 6/8/2018

Page: 1

DRP

Sold To:

 West Travis County Public
 12117 Bee Cave Rd
 Building 3 Suite 120
 Austin, TX 78738

Ship To Code: MAIN
 West Travis County PUA
 Water Plant
 12215 Bee Cave Rd
 512-263-0100
 Austin, TX 78738

Customer ID	Customer P.O.	PaymentTerms	Sales Order
10-WTRAV	1807	Net30	0012282

Sales Rep ID	Shipping Method	Ship Date	Due Date
1017	FEDEX LTL	5/31/2018	7/8/2018

Quantity	Item	Description	Unit Price	Amount
500	LT-B12-A11-A01-0101 A-1	5/8X3/4" BLMJ 3G-DS PB LF - LO TURN-ON/ UC41	196.37	98,185.00
Lot Number: 0	SO12282 WEST LT-B13-A11-A01-0101 A-1	3/4" PB BL 3G USG	207.86	0.00
0	LT-O301-D4-A01	TURN-ON/ UC41 2" Octave SS ENCODER w/5' XTR	1,637.90	0.00
0	LT-RSS-HAR-M-UPG2	RES:100, UC41, USG 1	0.00	0.00
0	LT-RSS-HAR-A-T2	MasterLinx to Harmonay Mobile Upgrade at no cost. HARMONY TRAINING & SETUP - 2 D EU Contact: Trey Cantu @ 512-751-6993 (M) or 512-263-5323 (O) entered by dmm	0.00	0.00

RECEIVED JUN 11 2019

Chris

Subtotal:	98,185.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	98,185.00

All transactions with HydroPro Solutions, LLC are subject to our Standard Terms and Conditions. Our Terms and Conditions are available for review at <http://hydroprosolutions.com/terms-conditions.php>. Please report any discrepancies within 15 business days of invoice.

Tracking number: 3833882150;

ITEM C



Murfee Engineering Company

May 25, 2018

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

Re: WTCPUA 1340 Elevated Storage Tank Contractor's Application for Payment No. 3

Mr. Roberts and Board:

Enclosed is Application for Payment No. 3 from Landmark Structures I, L.P. for the period ending May 25th, 2018. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of one hundred sixty-three thousand, nine hundred sixty dollars and fifty cents (\$163,960.50). This application for payment is broken down as follows:

Table with 2 columns: Description and Amount. Rows include Original Contract Price (\$1,729,000.00), Change Order No. _ Price (--), Total Completed and Stored to Date (\$240,296.00), Retainage (5%) (\$12,014.80), Previous Payments (\$64,320.70), Amount Due this Application (\$163,960.50), and Balance to Finish, Plus Retainage (\$1,500,718.80).

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

Sincerely,

Handwritten signature of Eelhard Meneses, P.E.

Eelhard Meneses, P.E. Project Manager

cc: Robert Pugh, P.E. - WTCPUA Judith Coker - WTCPUA Dennis Lozano, P.E. - MEC MEC File No. 11051.101

Contractor's Application for Payment No. 3

To (Owner):	West Travis County Public Utility Agency	Application Period:	From 04/26/18 To 05/25/18	Application Date:	05/25/18
Project/Contract	1340 Elevated Storage Tank	From (Contractor):	Landmark Structures I, L.P.	Via (Engineer) Murfee Engineering Company, Inc.	
Owner's Contract No.:		Contractor's Project No.:	1596	Engineer's Project No.:	11051.101

APPLICATION FOR PAYMENT


Change Order Summary		
Approved Change Orders	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00


1. ORIGINAL CONTRACT PRICE \$ 1,729,000.00
2. Net change by Change Orders \$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 +/- 2) \$ 1,729,000.00
4. TOTAL COMPLETED AND STORED TO DATE \$ 240,296.00
5. RETAINAGE:

a. 5% x	240,296.00	Work Completed	\$ 12,014.80
b. 5% x	0.00	Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)			\$ 12,014.80
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 228,281.20
7. LESS PREVIOUS PAY REQUEST (Line 6 from prior Application) \$ 64,320.70
8. AMOUNT DUE THIS APPLICATION \$ 163,960.50
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 1,500,718.80
(Line 3 Less Line 6)

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.

Payment is recommended by:  (Date) 5/25/18
 (Construction Inspector (if applicable))

Payment is recommended by:  (Date) 5/25/18
 (Engineer)

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

By: <u></u>	Date: 05/25/18
Project Manager	

3 PROGRESS BILLING

Owner: West Travis County Public Utility Agency

Period From: 04/26/18

Engineer: Murfee Engineering Company, Inc.

Period To: 05/25/18

Project: 1340 Elevated Storage Tank

Landmark #: 1596

Item	Qty	UM	Unit Price	Total	Complete To Date		Complete Previous	Complete This Period
					Percent	Amount		
E-1	1887	SY	2.00	3,774.00				
E-2	640	LF	2.00	1,280.00	512	1,024.00	1,024.00	
E-3	1	EA	2,000.00	2,000.00				
W-1	1	LS	1,437,000.00	1,437,000.00	16.65%	239,272.00	66,682.00	172,590.00
W-2	34	LF	200.00	6,800.00				
W-3	84	LF	250.00	21,000.00				
W-4	1	EA	14,000.00	14,000.00				
W-5	1	EA	4,000.00	4,000.00				
W-6	1	LS	2,000.00	2,000.00				
W-7	1	LS	2,000.00	2,000.00				
W-8	1	LS	30,000.00	30,000.00				
W-9	1	LS	5,000.00	5,000.00				
W-10	1	LS	2,360.00	2,360.00				
W-11	1	LS	10,000.00	10,000.00				
S-1	109	SY	30.00	3,270.00				
S-2	32	LF	40.00	1,280.00				
EL-1	1	LS	113,000.00	113,000.00				
TS-1	118	LF	2.00	236.00				
AL-1	1	EA	20,000.00	20,000.00				
AL-2	1	LS	50,000.00	50,000.00				
Current Contract Amount				\$1,729,000.00		\$240,296.00	\$67,706.00	\$172,590.00
Change Orders								
Total Change Orders								
Revised Contract Amount				\$1,729,000.00		\$240,296.00	\$67,706.00	\$172,590.00
Gross Amount Due						240,296.00	67,706.00	172,590.00
Less Retainage						5%	12,014.80	3,385.30
Net Amount							228,281.20	163,960.50
Less Previous Unpaid Billings						35,345.70		
Less Previous Paid Billings						28,975.00		
						\$163,960.50		
Weather Days Requested This Period						Current Billing	\$163,960.50	

**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
Kyle Coldeway known to me to be a credible person, and
Project Manager of Landmark Structures I, L.P.,
a General Contractor (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 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 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor")
dated May 25, 2018

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 May 25, 2018,
(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

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 25 th day of May, 2018

CONTRACTOR

Landmark Structures I, L.P.

By: [Signature]

Print Name: Kyle Coldeway

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 25 th day of May, 2018

[Signature: Tami Harrison]

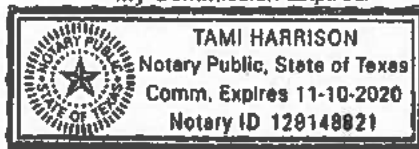
Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

THE STATE OF TEXAS

§
§
§



COUNTY OF TRAVIS

This instrument was acknowledged before me on the 25 th day of May, 2018, by Kyle Coldeway, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Limited Partnership.

[Signature: Tami Harrison]

Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

ATTACH:

Exhibit A - List of Subcontractors

Supplemental General Conditions - Section 00810

**Exhibit "A"
List of Subcontractors**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

See Records

WTCPUA
1340 ELEVATED STORAGE TANK
CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$1,729,000
Net Change by Change Orders:		\$0
Current Contract Price:		\$1,729,000
Total Completed and Stored to Date:		\$30,500
Retainage		
5% Work Completed (D+E):	\$30,500	\$1,525
5% Stored Material (F):	\$0	\$0
Total Retainage::		\$1,525
Amount Eligible to Date:		\$28,975
Less Previous Payments:		\$0
Amount Due this Application:		\$28,975
Balance to Finish, Plus Retainage:		\$1,700,025

Application for Payment No. 2

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$67,706.00
Retainage		
5% Work Completed (D+E):	\$67,706.00	\$3,385.30
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$3,385.30
Amount Eligible to Date:		\$64,320.70
Less Previous Payments:		\$28,975.00
Amount Due this Application:		\$35,345.70
Balance to Finish, Plus Retainage:		\$1,664,679.30

Application for Payment No. 3

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$240,296.00
Retainage		
5% Work Completed (D+E):	\$240,296.00	\$12,014.80
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$12,014.80
Amount Eligible to Date:		\$228,281.20
Less Previous Payments:		\$64,320.70
Amount Due this Application:		\$163,960.50
Balance to Finish, Plus Retainage:		\$1,500,718.80



Murfee Engineering Company

May 30, 2018

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

**Re: WTCPUA RWI Expansion and Rehabilitation
Contractor's Application for Payment No. 5**


Mr. Roberts and Board:

Enclosed is Application for Payment No. 5 from Payton Construction, Inc. for the period ending May 31, 2018. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of one hundred three thousand, two hundred ninety-two and fifty-five cents (\$103,292.55). This application for payment is broken down as follows:

Original Contract Price:	\$1,132,000.00
Change Order(s):	\$0.00
Total Completed and Stored to Date:	\$595,900.00
Retainage (5%):	\$29,795.00
Previous Payments:	\$462,812.45
Amount Due this Application:	\$103,292.55
Balance to Finish, Plus Retainage:	\$565,895.00

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

Sincerely,



Eelhard Meneses, P.E.
Project Manager

cc: Robert Pugh, P.E. – WTCPUA
George Murfee, P.E. – MEC
Dennis Lozano, P.E. – MEC
MEC File No. 11051.108

APPLICATION AND CERTIFICATION FOR PAYMENT

OWNER: West Travis County PUA
12117 Bee Cave Rd., Bldg. 3 Ste. 120
Bee Cave, TX 78738

Engineer Project #: 11051-108

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

PROJECT: WTC Public Utility Agency Intake Expansion
& Rehabilitation

ENGINEER: Murfee Engineering Company, Inc.
1101 Capital of Texas HWY South, Bldg. D, Ste. 110
Austin, TX 78746

AIA DOCUMENT G702

APPLICATION NO: 5
APPLICATION DATE: 5/29/18
PERIOD TO: 05/31/18
PCI JOB NO: 222

Distribution to:

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

NOTICE TO PROCEED: 12/11/2017 **COMPLETION DATE:** 08/15/2018

CONTRACT TIME: 247 CD

CONTRACT TIME USED: 172 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 \$ 1,132,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,132,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 595,900.00
5. RETAINAGE:
 - a. 5% of Completed Work \$ 29,795.00
 - b. 5% of Stored Material \$ 0.00
 Total Retainage (Lines 5a + 5b or Column F on G703)
6. TOTAL EARNED LESS RETAINAGE \$ 29,795.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 566,105.00
8. CURRENT PAYMENT DUE \$ 462,812.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 103,292.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 565,895.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

Contractor's Certification

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

By:  Date: 05/29/2018
Matthew N. Morgan - Project Manager

ENGINEER / OWNER CERTIFICATE FOR PAYMENT

PAYMENT RECOMMENDED BY:

By:  Date: 5/30/18
(Inspector)

PAYMENT RECOMMENDED BY:

By:  Date: 5/30/18
(Engineer)

PAYMENT APPROVED BY:

By: _____ Date: _____
(Owner)

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: West Travis County Public Utility Agency Raw Water Intake Expansion and Rehabilitation

OWNER: West Travis County Public Utility Agency

ENGINEER: Murfee Engineering Company Inc.

CONTRACTOR: Payton Construction, Inc

APPLICATION NO: 5

APPLICATION DATE: 05/29/18

PAYMENT PERIOD TO: 4/31/2018

PCI PROJECT NO: 222

A ITEM NO	B DESCRIPTION OF WORK	C QTY	D UNITS	E SCHEDULED VALUE	F WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	G WORK COMPLETED THIS PERIOD	H MATERIALS PRESENTLY STORED (NOT IN D O R E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+H)	J % (G - C)	K BALANCE TO FINISH (C - G)	
W1	1ea - 9 MGD Pump & 1,000 HP Motor	1	EA	\$384,000.00	\$7,680.00	\$0.00	\$0.00	\$7,680.00	2.00%	\$376,320.00	
W2	Demolition and Removal Work	1	LS	\$14,000.00	\$11,900.00	\$0.00	\$0.00	\$11,900.00	85.00%	\$2,100.00	
W3	3ea - 16" Cla-Val Pump Control Valve Model 60-31	3	EA	\$111,000.00	\$104,740.00	\$0.00	\$0.00	\$104,740.00	94.36%	\$6,260.00	
W4	3ea - 4" Cla-Val Air Release & Vacuum Breaker	3	EA	\$12,000.00	\$11,500.00	\$0.00	\$0.00	\$11,500.00	95.83%	\$500.00	
W5	3ea - 16" AFC Gate Valve	3	EA	\$33,000.00	\$31,220.00	\$0.00	\$0.00	\$31,220.00	94.61%	\$1,780.00	
W6	1ea - 10" AFC Gate Valve	1	EA	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	
W7	1ea - 10" Cla-Val Press. Relief & Surge Anticipator Mod. 52-03	1	EA	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	100.00%	\$0.00	
W8	Pipes, Fittings, & Appurtenances for Pumps 1,2,&3	1	LS	\$87,000.00	\$78,300.00	\$0.00	\$0.00	\$78,300.00	90.00%	\$8,700.00	
W9	18 MGD 42" Johnson Intake Screen & 500 gal Hydroburst	1	LS	\$155,000.00	\$7,750.00	\$75,950.00	\$0.00	\$83,700.00	54.00%	\$71,300.00	
W10	10'X7'5" Concrete Baffle Walls	1	LS	\$12,000.00	\$1,000.00	\$11,000.00	\$0.00	\$12,000.00	100.00%	\$0.00	
W11	Cleaning of PS, Blast & Re-Coat Piping Inside Bldg	1	LS	\$27,000.00	\$540.00	\$0.00	\$0.00	\$540.00	2.00%	\$26,460.00	
B1	48"X83" Entrance Door & Frame	1	LS	\$3,000.00	\$60.00	\$2,940.00	\$0.00	\$3,000.00	100.00%	\$0.00	
B2	2ea - 34"X34" Exhaust Fans	2	EA	\$6,000.00	\$120.00	\$0.00	\$0.00	\$120.00	2.00%	\$5,880.00	
B3	1ea - 8'-7"X4'-7" Roof Hatch w/ Skylight	1	EA	\$6,000.00	\$974.00	\$2,926.00	\$0.00	\$3,900.00	65.00%	\$2,100.00	
B4	3ea - 14'-8"X5'-7" Roof Hatch w/ Skylight	3	EA	\$21,000.00	\$1,797.00	\$11,853.00	\$0.00	\$13,650.00	65.00%	\$7,350.00	
B5	3ea - 24" Fanco Roof Vent	3	EA	\$1,500.00	\$30.00	\$0.00	\$0.00	\$30.00	2.00%	\$1,470.00	
EL1	Electrical Lighting Upgrades	1	LS	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	
EL2 A	Electrical Work	1	LS	\$203,000.00	\$178,640.00	\$4,060.00	\$0.00	\$182,700.00	90.00%	\$20,300.00	
EL2 B	SCADA Programming	1	LS	\$31,000.00	\$25,420.00	\$0.00	\$0.00	\$25,420.00	82.00%	\$5,580.00	
				Original Contract Totals	\$1,132,000.00	\$487,171.00	\$108,729.00	\$0.00	\$595,900.00	52.64%	\$536,100.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: WTC Public Utility Agency - Raw Water Intake Expansion and Rehabilitation

On receipt by the signer of this document of a check from West Travis County Public Utility Agency(maker of check) in the sum of \$90,040.05, payable to Payton Construction, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency (owner) located at 12116 Pleasant Panorama View, Austin, Texas 78738(location) to the following extent Raw Water Intake Expansion and Rehabilitation(job description).

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

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

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

Date May 29, 2018

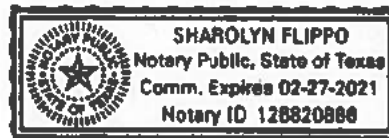
Payton Construction, Inc. (Company name)

By Wendell W. Payton (Signature)
Wendell W. Payton

President (Title)

SUBSCRIBED AND SWORN TO BEFORE ME on this May 29, 2018 to certify
Which witness my hand and official seal of office.

Sharolyn Flippo
Notary Public, State of Texas
Sharolyn Flippo
Printed Name of Notary
My Commission Expires February 27, 2021



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

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

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

- I. 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 General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

- II. 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.

- III. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Raw Water Intake Expansion and Rehabilitation (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 May 30, 2018.

- IV. 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 April 30, 2018 (the "Release Date").

- V. 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.

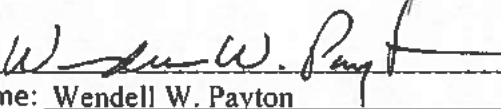
Bidding Requirements, Contract Forms & Conditions of the Contract
Supplementary Conditions Forms – Section 00810

VI. 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 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.

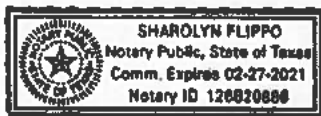
EXECUTED on this the 30th day of May, 2018.

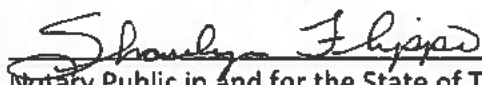
CONTRACTOR:

Payton Construction, Inc.

By: 
Name: Wendell W. Payton
Title: President

SWORN TO AND SUBSCRIBED BEFORE ME on this 30th day of May, 2018.




Notary Public in and for the State of Texas
Printed Name: Sharolyn Flippo
My Commission Expires: February 27, 2021

Mec Records

WTCPUA
RAW WATER INTAKE EXPANSION AND REHABILITATION

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 5		
Original Contract Price:		\$1,132,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,132,000.00
Total Completed and Stored to Date:		\$595,900.00
Retainage		
5% Work Completed (D+E):	\$595,900.00	\$29,795.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$29,795.00
Amount Eligible to Date:		\$566,105.00
Less Previous Payments:		\$462,812.45
Amount Due this Application:		\$103,292.55
Balance to Finish, Plus Retainage:		\$565,895.00

SECTION 00 62 76
APPLICATION FOR PAYMENT FORM


Contractor's Application for Payment No. 5

Contract Time: <u>240</u> Days	Project No.: <u>23008.33</u>
Elapsed Time: <u>182</u> Days	Period: <u>5/1/2018</u> To: <u>6/6/2018</u>
Project Name: <u>Tank and Pump Station Coating Imp.</u>	Engineer: <u>CP&Y, Inc.</u>
Owner: <u>West Travis County PUA</u>	Contractor: <u>CFG Industries, LLC</u>

1.	Original Contract Amount.....	\$	654,500.00
2.	Owners Change Orders Thru No. 2	\$	57,682.00
3.	Total Current Contract Amount	\$	712,182.00
4.	Total Completed To Date	\$	407,019.00
5.	Total Materials Stored To Date	\$	-
6.	Total Completed And Stored To Date	\$	407,019.00
7.	Retainage (5% Of Line 6)	\$	20,350.95
8.	Total Completed, Less Retainage	\$	386,668.05
9.	Less Amount Of Previous Estimates	\$	271,158.50
10.	Amount Due This Application	\$	115,509.55
11.	Balance To Finish, Plus Retainage (Line 3 - Line 6)	\$	325,513.95
12.	Percent Completed To Date (Line 6 : Line 3)	\$	57.15%

Contractor's Certification

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

By: 	Date: <u>6/6/18</u>
---	---------------------

Payment of: \$ 115,509⁵⁵ Robert Asmund 06/07/2018
 (Line 10 or other - attach explanation of the other amount) Inspector's Approval of Quantities

Recommended by:  6/8/2018
 (Engineer) (Date)

Payment of: \$
 (Line 10 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

West Travis County PUA
Tank and Pump Station Coating Improvements
PROJECT NUMBER: 17-060-0137
CFG INDUSTRIES, LLC.
PAYMENT APPLICATION No. 5
Work Completed Through: 06/06/2018

ITEM	QTY	UNIT	DESCRIPTION OF ITEM	UNIT RATE	CONTRACT AMOUNT	COMPL. PREVIOUS	COMPL. TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	BALANCE TO FINISH	RETAINAGE
Base Unit Items											
1.00			General Conditions								
1.01	1	LS	Mobilization, Bonds and Insurance	\$59,500.00	\$59,500.00	1.00	1.00	\$0.00	\$59,500.00	\$0.00	\$2,975.00
1.02	1	LS	Traffic Control, Signs, Barricades and Plan	\$1,500.00	\$1,500.00			\$0.00	\$0.00	\$1,500.00	\$0.00
1.03	1	LS	Errosion Control and Site Containment	\$6,500.00	\$6,500.00		1.00	\$6,500.00	\$6,500.00	\$0.00	\$325.00
2.00			Site Work								
2.01			Bee Cave Pump Station and Storage Tank								
2.01.1	1	LS	Clean all pump station piping, valves, fittings, appurtenances	\$2,000.00	\$2,000.00	1.00	1.00	\$0.00	\$2,000.00	\$0.00	\$100.00
2.01-1	1	LS	Paint all pump station piping, valves, fittings, appurtenances	\$4,000.00	\$4,000.00	1.00	1.00	\$0.00	\$4,000.00	\$0.00	\$200.00
2.01.2	1	LS	0.5 MG GST logo removal	\$1,500.00	\$1,500.00	0.50	0.50	\$0.00	\$750.00	\$750.00	\$37.50
2.01.3	1	LS	Blast and Coat Tank piping, valves, and appurtenances painting	\$4,500.00	\$4,500.00			\$0.00	\$0.00	\$4,500.00	\$0.00
2.01.3-1	1	LS	Blast and Coat Tank piping, valves, and appurtenances painting	\$3,000.00	\$3,000.00			\$0.00	\$0.00	\$3,000.00	\$0.00
2.01.4	1	LS	Blast and Paint GST Overflow Pipe	\$3,600.00	\$3,600.00		0.50	\$1,800.00	\$1,800.00	\$1,800.00	\$90.00
2.02			County Line Pump Stations and Storage Tank								
2.02.1	1	LS	Clean all pump station piping, valves, fittings, appurtenances, etc	\$9,250.00	\$9,250.00	0.80	0.80	\$0.00	\$7,400.00	\$1,850.00	\$370.00
2.02.1-1	1	LS	Paint all pump station piping, valves, fittings, appurtenances, etc	\$12,250.00	\$12,250.00	0.80	0.80	\$0.00	\$9,800.00	\$2,450.00	\$490.00
2.02.2	1	LS	Building repair/improvements	\$15,000.00	\$15,000.00			\$0.00	\$0.00	\$15,000.00	\$0.00
2.02.3	1	LS	Blast one (1) 0.5 MG GSTs (interior)	\$36,000.00	\$36,000.00	1.00	1.00	\$0.00	\$36,000.00	\$0.00	\$1,800.00
2.02.3-1	1	LS	Paint one (1) 0.5 MG GSTs (interior) Reactamine	\$47,780.00	\$47,780.00	1.00	1.00	\$0.00	\$47,780.00	\$0.00	\$2,389.00
2.02.3-2	1	LS	Blast one (1) 0.5 MG GSTs (exterior)	\$24,000.00	\$24,000.00			\$0.00	\$0.00	\$24,000.00	\$0.00
2.02.3-3	1	LS	Paint one (1) 0.5 MG GSTs (exterior)	\$16,000.00	\$16,000.00			\$0.00	\$0.00	\$16,000.00	\$0.00
2.02.4	1	LS	Blast one (1) 0.5 MG GSTs piping /valves & appurtenances	\$10,000.00	\$10,000.00			\$0.00	\$0.00	\$10,000.00	\$0.00
2.02.4-1	1	LS	Paint one (1) 0.5 MG GSTs piping /valves & appurtenances	\$7,000.00	\$7,000.00			\$0.00	\$0.00	\$7,000.00	\$0.00
2.02.5	1	LS	Blast one (1) 0.5 MG GSTs (interior)	\$36,000.00	\$36,000.00	0.6	1.00	\$14,400.00	\$36,000.00	\$0.00	\$1,800.00
2.02.5-1	1	LS	Paint one (1) 0.5 MG GSTs (interior) Reactamine	\$45,402.00	\$45,402.00		1.00	\$45,402.00	\$45,402.00	\$0.00	\$2,270.10
2.02.5-2	1	LS	Blast one (1) 0.5 MG GSTs (exterior)	\$24,000.00	\$24,000.00			\$0.00	\$0.00	\$24,000.00	\$0.00

2.02.5-3	1	LS	Paint one (1) 0.5 MG GSTs (exterior)	\$16,000.00	\$16,000.00			\$0.00	\$0.00	\$16,000.00	\$0.00
2.02.6	1	LS	Blast one (1) 0.5 MG GSTs piping /valves & appurtenances	\$10,000.00	\$10,000.00			\$0.00	\$0.00	\$10,000.00	\$0.00
2.02.6-1	1	LS	Paint one (1) 0.5 MG GSTs piping /valves & appurtenances	\$7,000.00	\$7,000.00			\$0.00	\$0.00	\$7,000.00	\$0.00
2.02.7	1	LS	Remove and Replace Pipe Supports	\$1,000.00	\$1,000.00			\$0.00	\$0.00	\$1,000.00	\$0.00
2.03			Crystal Mountain Elevated Storage Tank								
2.03.1	1	LS	Power wash and clean tank and pedestal exterior	\$13,000.00	\$13,000.00		1.00	\$13,000.00	\$13,000.00	\$0.00	\$650.00
2.03.2	1	LS	Repair Overflow Flapper	\$500.00	\$500.00			\$0.00	\$0.00	\$500.00	\$0.00
2.03.3	1	LS	Remove all Debris and Staining	\$8,000.00	\$8,000.00		1.00	\$8,000.00	\$8,000.00	\$0.00	\$400.00
2.03.4	1	LS	Mild Soap and Bleach Cleaning on EST	\$4,500.00	\$4,500.00		1.00	\$4,500.00	\$4,500.00	\$0.00	\$225.00
2.04			Dripping Springs Elevated Storage Tank								
2.04.1	1	LS	Power wash and clean tank roof to remove all debris and staining	\$8,500.00	\$8,500.00	1.00	1.00	\$0.00	\$8,500.00	\$0.00	\$425.00
2.04.2	1	LS	Remove 'LCRA' panel/sign from pedestal	\$500.00	\$500.00	1.00	1.00	\$0.00	\$500.00	\$0.00	\$25.00
2.05			Hamilton Pool Road Pump Station and Storage Tank								
2.05.1	1	LS	Clean all pump station piping, valves, fittings, appurtenances	\$2,500.00	\$2,500.00	1.00	1.00	\$0.00	\$2,500.00	\$0.00	\$125.00
2.05.1-1	1	LS	Paint all pump station piping, valves, fittings, appurtenances	\$4,000.00	\$4,000.00	1.00	1.00	\$0.00	\$4,000.00	\$0.00	\$200.00
2.05.2	1	LS	Repair/Replace GST screen on tank vent	\$500.00	\$500.00	1.00	1.00	\$0.00	\$500.00	\$0.00	\$25.00
2.06			Home Depot Pump Station and Storage Tanks								
2.06.1	1	LS	Clean all pump station skid/platform, piping, valves, fittings, appurtenances	\$6,000.00	\$6,000.00	1.00	1.00	\$0.00	\$6,000.00	\$0.00	\$300.00
2.06.1-1	1	LS	Paint all pump station skid/platform, piping, valves, fittings, appurtenances	\$4,000.00	\$4,000.00	1.00	1.00	\$0.00	\$4,000.00	\$0.00	\$200.00
2.06.2	1	LS	Building Repairs/Improvements	\$10,000.00	\$10,000.00	0.20	0.20	\$0.00	\$2,000.00	\$8,000.00	\$100.00
2.06.3	1	LS	Blast one (1) 0.105 MG GSTs (interior)	\$14,000.00	\$14,000.00	1.00	1.00	\$0.00	\$14,000.00	\$0.00	\$700.00
2.06.3-1	1	LS	Paint one (1) 0.105 MG GSTs (interior) Reactamine	\$19,900.00	\$19,900.00		1.00	\$19,900.00	\$19,900.00	\$0.00	\$995.00
2.06.3-2	1	LS	Blast one (1) 0.105 MG GSTs (exterior)	\$11,000.00	\$11,000.00		1.00	\$11,000.00	\$11,000.00	\$0.00	\$550.00
2.06.3-3	1	LS	Paint one (1) 0.105 MG GSTs (exterior)	\$7,000.00	\$7,000.00		1.00	\$7,000.00	\$7,000.00	\$0.00	\$350.00
2.06.4	1	LS	Blast one (1) 0.105 MG GSTs (exterior)	\$11,000.00	\$11,000.00			\$0.00	\$0.00	\$11,000.00	\$0.00
2.06.4-1	1	LS	Paint one (1) 0.105 MG GSTs (exterior)	\$7,000.00	\$7,000.00			\$0.00	\$0.00	\$7,000.00	\$0.00
2.06.5	1	LS	Blast one (1) 0.105 MG GSTs (exterior)	\$11,000.00	\$11,000.00			\$0.00	\$0.00	\$11,000.00	\$0.00
2.06.5-1	1	LS	Paint one (1) 0.105 MG GSTs (exterior)	\$7,000.00	\$7,000.00			\$0.00	\$0.00	\$7,000.00	\$0.00
2.06.6	1	LS	Clean 12k-gal hydro-pneumatic tank (interior)	\$3,400.00	\$3,400.00	1.00	1.00	\$0.00	\$3,400.00	\$0.00	\$170.00
2.06.6-1	1	LS	Paint 12k-gal hydro-pneumatic tank (interior)	\$6,000.00	\$6,000.00	1.00	1.00	\$0.00	\$6,000.00	\$0.00	\$300.00
2.06.6-2	1	LS	Clean 12k-gal hydro-pneumatic tank (exterior)	\$2,000.00	\$2,000.00	1.00	1.00	\$0.00	\$2,000.00	\$0.00	\$100.00
2.06.6-3	1	LS	Paint 12k-gal hydro-pneumatic tank (exterior)	\$4,200.00	\$4,200.00	1.00	1.00	\$0.00	\$4,200.00	\$0.00	\$210.00

2.06.7	1	LS	Blast fill/discharge piping valves & appurtenances	\$3,600.00	\$3,600.00		0.30	\$1,080.00	\$1,080.00	\$2,520.00	\$54.00
2.06.7-1	1	LS	Paint fill/discharge piping valves & appurtenances	\$2,400.00	\$2,400.00		0.30	\$720.00	\$720.00	\$1,680.00	\$36.00
2.06.8	3	EA	Replace 3 fill lines with new sch 40 pipe	\$5,500.00	\$16,500.00		1.00	\$5,500.00	\$5,500.00	\$11,000.00	\$275.00
2.06.9	1	LS	Welding Repairs with 3/16" plate	\$3,900.00	\$3,900.00		0.33	\$1,287.00	\$1,287.00	\$2,613.00	\$64.35
2.06.10	3	EA	Remove exterior check valves	\$2,500.00	\$7,500.00		1.00	\$2,500.00	\$2,500.00	\$5,000.00	\$125.00
2.06.11	1	LS	Replace South Tank Vent	\$4,500.00	\$4,500.00		1.00	\$4,500.00	\$4,500.00	\$0.00	\$225.00
2.07			Seven Oaks Pump Station and HPT								
2.07.1	1	LS	Clean one 3k-gal hydro-pneumatic tank (interior)	\$2,880.00	\$2,880.00			\$0.00	\$0.00	\$2,880.00	\$0.00
2.07.1-1	1	LS	Paint one 3k-gal hydro-pneumatic tank (interior)	\$1,920.00	\$1,920.00			\$0.00	\$0.00	\$1,920.00	\$0.00
2.07.1-2	1	LS	Clean one 3k-gal hydro-pneumatic tank (exterior)	\$1,920.00	\$1,920.00			\$0.00	\$0.00	\$1,920.00	\$0.00
2.07.1-3	1	LS	Paint one 3k-gal hydro-pneumatic tank (exterior)	\$1,280.00	\$1,280.00			\$0.00	\$0.00	\$1,280.00	\$0.00
2.07.2	1	LS	Clean all pump station piping, valves, fittings, appurtenances,	\$2,000.00	\$2,000.00	1.00	1.00	\$0.00	\$2,000.00	\$0.00	\$100.00
2.07.2-1	1	LS	Paint all pump station piping, valves, fittings, appurtenances,	\$2,500.00	\$2,500.00	1.00	1.00	\$0.00	\$2,500.00	\$0.00	\$125.00
2.08			Southwest Pump Station and Storage Tank								
2.08.1	1	LS	Clean 0.5 MG GST (exterior only)	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
2.08.1-1	1	LS	Paint 0.5 MG GST (exterior only)	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
2.08.2	1	LS	Clean all pump station piping, valves, fittings, appurtenances	\$3,600.00	\$3,600.00	1.00	1.00	\$0.00	\$3,600.00	\$0.00	\$180.00
2.08.2-1	1	LS	Paint all pump station piping, valves, fittings, appurtenances	\$5,400.00	\$5,400.00	1.00	1.00	\$0.00	\$5,400.00	\$0.00	\$270.00
2.08.3	1	LS	Building repairs/improvements	\$8,000.00	\$8,000.00			\$0.00	\$0.00	\$8,000.00	\$0.00
2.08.4	1	LS	Remove and Replace Concrete Pipe Supports	\$4,000.00	\$4,000.00			\$0.00	\$0.00	\$4,000.00	\$0.00
3.00			Electrical/Controls/SCADA								
3.00.1	1	LS	Bee Cave Pump Station	\$18,000.00	\$18,000.00			\$0.00	\$0.00	\$18,000.00	\$0.00
3.00.2	1	LS	Hamilton Pool Pump Station	\$18,000.00	\$18,000.00			\$0.00	\$0.00	\$18,000.00	\$0.00
3.00.3	1	LS	Seven Oaks Pump Station	\$18,000.00	\$18,000.00			\$0.00	\$0.00	\$18,000.00	\$0.00
3.00.4	1	LS	County Line Pump Station	\$18,000.00	\$18,000.00			\$0.00	\$0.00	\$18,000.00	\$0.00
			Total Base Unit Prices		\$712,182.00			\$147,089.00	\$407,019.00	\$305,163.00	\$20,350.95
Extra Unit Price Table											
					\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
					\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
			Total Extra Unit Prices		\$0.00			\$0.00	\$0.00	\$0.00	\$0.00
			Total Contract Price		\$712,182.00			\$147,089.00	\$407,019.00	\$305,163.00	\$20,350.95

Original Contract:	\$	654,500.00	Value of Work Performed to Date	\$407,019.00
Plus Additions:	\$	93,582.00	Plus Materials Stored at Close of Period	\$ -
Less Deductions:	\$	35,900.00	Net Amt Earned to Date	\$ 407,019.00

Adjusted Contract: \$

712,182.00

Less 5% Retainage	\$	20,350.95
Subtotal	\$	386,668.05
Less Previous Pay Applications	\$	271,158.50
Amount Due this Application	\$	115,509.55

ITEM D



Murfee Engineering Company

June 6, 2018

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

**Re: WTCPUA RWI Expansion and Rehabilitation
Change Order #1 Evaluation and Recommendation
MEC File: 11051.108**

Mr. Roberts and Board:

Attached please find Change Order #1 from Payton Construction, Inc. for additional items not included in the original Contract. These items include: 1) the addition of a temporary, contingency, diesel-powered pump to be on stand-by service as requested by WTCPUA management, the purpose of the pump was to provide supplemental raw water supply in the event that demand mitigation measures were insufficient to keep demand below the capacity of PS #2; 2) unforeseen concrete removal behind and beneath the intake screen in the lake; 3) changes to the air burst connection on the intake screen due to the existing air lines being compromised by corrosion and needing to be abandoned; and 4) cleaning of the wet well due to silt accumulation over time. The total net for Change Order #1 is an increase in the contract price. No contract time extension is given as these items are not on the critical path.

We have reviewed the proposals submitted by the Contractor as well as supplemental information sent at our request, and find them to be fair and reasonable. We recommend that Change Order #1 be approved accordingly for an amount of \$74,263.00. The total contract price if CO #1 is approved will be revised to \$1,206,263.00.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Eelhard Meneses', is written over a blue rectangular stamp or box.

**Eelhard Meneses, P.E.
Project Manager**

P:\West Travis County PUA - MEC\Raw Water Intake\Expansion and Rehab 2017\CONSTRUCTION ADMIN\CHANGE ORDER\CO #1\Recommendation CO #1.docx

CHANGE ORDER

No. 1

DATE OF ISSUANCE June 6, 2018

EFFECTIVE DATE June 6, 2018

OWNER WTCPUA
 CONTRACTOR Payton Construction, Inc.
 Contract: WTCPUA RWI Expansion and Rehabilitation
 Project: WTCPUA RWI Expansion and Rehabilitation
 OWNER's Contract No. _____ MEC File No. 11051.108
 ENGINEER Murfee Engineering Company

You are directed to make the following changes in the Contract Documents:
 Description: **This change order is for an increase in the Contract Price for unforeseen items during underwater work in the lake. Also included in this change order is an increase in the Contract Price due to temporary pumping requested by Owner. No Contract Time extension is given.**

Reason for Change Order:
Temporary pumping requested by Owner in the event that water production goes above PS #2 capacity during PS #1 shut-down (increase). Concrete removal at the lake intake screen (increase). Changes to the Air Burst connection on the intake screen due to need to abandon existing air lines (increase). Cleaning of Wet Well due to silt accumulation (increase)

Attachments: (List documents supporting change)
 Engineer recommendation letter of approval (1 page).
 Payton Construction, Inc. change proposal request including Chapman Marine, Inc. invoice as supporting evidence (5 pages).
 Payton Construction, Inc. original proposal for temporary-pumping (2-pages).

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$1,132,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>0</u> : <u>\$0</u>
Contract Price prior to this Change Order: <u>\$1,132,000.00</u>
Net increase (decrease) of this Change Order: <u>\$74,263.00</u>
Contract Price with all approved Change Orders: <u>\$1,206,263.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)

RECOMMENDED:
 By: [Signature]
 ENGINEER (Authorized Signature)

APPROVED:
 By: _____
 OWNER (Authorized Signature)

ACCEPTED:
 By: [Signature]
 CONTRACTOR (Authorized Signature)

Date: June 6, 2018

Date: _____

Date: 6/6/18

PAYTON CONSTRUCTION, INC.
GENERAL CONTRACTOR SERVING TEXAS
P.O. BOX 1734 · WIMBERLEY, TEXAS 78876
OFF. (512) 847-3702 · FAX (512) 847-1108

05/30/2018

Murfee Engineering Company, Inc.
ATTN: Mr. Eelhard Meneses, P.E.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, TX 78746

Re: West Travis County Public Utility Agency – Raw Water Intake Expansion and Rehabilitation
Project - **Change Order Proposal No. 1**

Dear Eelhard,

Payton Construction, Inc. is providing pricing per your request for the following changes in the scope of work: Temporary Pumping while the Wet Well was shut down, Removing concrete from underneath and around the Raw Water Intake Screen, Rotating the 90-degree Bend on the new Raw Water Intake Screen to accommodate the new Air Burst Piping, and finally, Cleaning the silt and shell from the Wet Well.

Temporary Pumping

A letter was sent to Murfee Engineering Company, Inc. via email on April 23, 2018, which explained pricing for the Temporary Pumping Equipment. Pricing that was agreed upon prior to mobilization is as follows: Mobilization of the Temporary Pumping Equipment, which included but was not limited to, delivery of Temporary Pumps, disconnecting and removing a portion of the Surge Anticipator Piping, and installation of the Pumps, Hoses, Electrical Equipment, etc. for \$8,000.00. Also included was a weekly rental rate of \$7,500.00/week for the Pumping Equipment. The rental period lasted 2 weeks long, therefore, the total rental is \$15,000.00. Last, the Demobilization of all Pumping Equipment which included but was not limited to, removal of all Pumps, Hoses, Electrical Equipment, etc., and installation and reconnecting the Surge Anticipator Piping. The total agreed upon demobilization cost is \$6,000.00. In total, the price for the Temporary Pumping Equipment during the Baffle Wall work is \$29,000.00

Concrete Removal at Raw Water Intake Screen

During the removal of the existing Intake Screen, installation of the Temporary Blind Flange, and installation of the new, larger, Johnson Intake Screen, our Subcontractor, Chapman Marine, encountered an extensive amount of concrete that needed to be broken out in order to remove the existing Intake Screen, install the Blind Flange, and install the new Intake Screen. The additional cost for this work is broken down as follows:

Chapman Marine (See Attached Invoice) -	\$27,713.00
2 Days - Project Manager -	\$800.00
1 Day - Superintendent -	\$400.00
Labor Overburden (40%) -	\$480.00

Equipment Rental (Air Compressor) -	\$1,200.00
<u>Vehicle Expense (2 Trips) -</u>	<u>\$300.00</u>
Subtotal -	\$30,893.00
Overhead & Profit on Subcontractor (5%) -	\$1385.00
Overhead & Profit (15%) -	\$477.00
Insurance (2%) -	\$655.00
<u>Performance & Payment Bonds (1%) -</u>	<u>\$337.00</u>
TOTAL -	\$33,747.00

Rotate Air Burst Connection on Raw Water Intake Screen

During the Baffle Wall work, when the Wet Well was down, it was determined that the existing 4" Air Burst piping was corroded. Upon further investigation, our subcontractor, Chapman Marine, inspected the existing Air Burst Pipe in the lake, and found many holes in it due to corrosion. In order to accommodate the new, proposed Air Burst Piping, the 90-degree bend on the new Intake Screen needed to be rolled up from the horizontal position, to the vertical position. The additional cost for modifying the 90-degree bend is as follows:

Labor (Hauling & Welding) -	\$600.00
1 day - Project Manager -	\$400.00
Labor Overburden (40%) -	\$400.00
Welding Equipment & Expendables -	\$100.00
<u>Vehicle Expense (2 Trips) -</u>	<u>\$300.00</u>
Subtotal -	\$1,800.00
Overhead & Profit (15%) -	\$270.00
Insurance (2%) -	\$41.00
<u>Performance & Payment Bonds (1%) -</u>	<u>\$21.00</u>
TOTAL -	\$2,132.00

Clean Wet Well

Last, once the Wet Well was pumped down to begin the Baffle Wall work, Payton Construction reported that there was significant silt and shells in the bottom of the Wet Well. It was requested that Payton Construction clean the Wet Well prior to removing the blind flange and completing the Baffle Wall work. The following is a break down of the added cost to clean the Wet Well:

Labor (4 Man Crew for 4 Days) -	\$2,450.00
2 Days - Project Manager -	\$800.00
2 Days - Superintendent -	\$800.00
Labor Overburden (40%) -	\$1,620.00
Confined Space Equipment -	\$900.00
Haul Off / Dispose Spoil Material -	\$600.00
<u>Vehicle Expense (5 Trips) -</u>	<u>\$750.00</u>
Subtotal -	\$7,920.00
Overhead & Profit (15%) -	\$1,188.00
Insurance (2%) -	\$182.00
<u>Performance & Payment Bonds (1%) -</u>	<u>\$94.00</u>
TOTAL -	\$9,384.00

To recap to total Change Order No. 1 Proposal, see as follows:

Temporary Pumping -	\$29,000.00
Concrete Removal at Raw Water Intake Screen -	\$33,747.00
Rotate Air Burst Connection on Raw Water Intake Screen -	\$2,132.00
Clean Wet Well -	\$9,384.00
TOTAL COP No. 1 -	\$74,263.00

In closing, Payton Construction, Inc. respectfully asks that 10 additional days be added to the Contract Duration. These 10 days covers the aforementioned additional work that was described above.

Should you have any questions, concerns, or require an explanation, please feel free to give us a call.

Sincerely,



Matt Morgan
Project Manager
Payton Construction, Inc.

Invoice

Chapman Marine Inc.
5107 Beacon Dr.
Austin, TX 78734

Date Created	Invoice #
5/21/2018	14-3513

Bill To
Payton Construction, Inc. P.O. Box 1734 Wimberly, TX 78676

P.O. No.	Terms	Date Sent
	Net 30	5/21/2018

Item	Quantity	Description	Rate	Amount
		All work associated with the unforeseen issue of concrete around the bottom of the flange & water flow through the 6" pipe for the air burst for removal of existing 42" diameter Raw Water Intake Screen and installation of temporary 42" Blind Flange. Then Remove blind flange and install new screen. See report for details.		
4 man dive team 8 hrs	1.625	1 May 18- Removing concrete from the around the flange 4 man dive team - 8 hour day - 1 supervisor, 2 divers, 1 tender - personnel only	2,400.00	3,900.00
Surface supplied dive pack...	1	Surface supplied shallow water dive package 0'-60' including hairline communication and video, 8 hour day	600.00	600.00
32' Rio Work Barge	1	16'x32' Rio Work Barge with Electric Crane, 8 Hour Day	700.00	700.00
		2 May 18- Removing concrete from around the flange, burning bolts, installation of the blind flange		
4 man dive team 8 hrs	1.75	4 man dive team - 8 hour day - 1 supervisor, 2 divers, 1 tender - personnel only	2,400.00	4,200.00
Surface supplied dive pack...	1	Surface supplied shallow water dive package 0'-60' including hardline communication and video, 8 hour day	600.00	600.00
32' Rio Work Barge	1	16'x32' Rio Work Barge with Electric Crane, 8 Hour Day	700.00	700.00
Fabrication	1	Fabrication including welding, cutting, burning, drilling, 8 hour day	500.00	500.00
		3 May 18- Removing concrete from the bottom of the flange enabling installation of the bottom four bolts. Crew change conducted in an effort to reduce overtime. 4 man crew was on site-2 men went into over time		
2 Man Dive Crew	1.5	2 Man Dive Crew, 8 Hour Day	1,200.00	1,800.00
2 Man Dive Crew	1	2 Man Dive Crew, 8 Hour Day	1,200.00	1,200.00

Total

Payments/Credits

Phone #	Fax #
512-266-3483	512-266-6473

Invoice

Chapman Marine Inc.
5107 Beacon Dr.
Austin, TX 78734

Date Created	Invoice #
5/21/2018	14-3513

Bill To
Payton Construction, Inc. P.O. Box 1734 Wimberly, TX 78676

P.O. No.	Terms	Date Sent
	Net 30	5/21/2018

Item	Quantity	Description	Rate	Amount
2 Man Dive Crew	4	2 Man Dive Crew, Overtime per hour	225.00	900.00
32' Rio Work Barge	1	16'x32' Rio Work Barge with Electric Crane, 8 Hour Day	700.00	700.00
Surface supplied dive pack...	1	Surface supplied shallow water dive package 0'-60' including hardline communication and video, 8 hour day	600.00	600.00
4 man dive team 8 hrs	4	4 May 18- Remove airburst pipe; diving stopped due to thunderstorms 4 man dive team - overtime per hour- 1 supervisor, 2 divers, 1 tender - personnel only	450.00	1,800.00
3 man dive team 8 hrs	1.8125	7 May 18- Break concrete and remove a portion of the 4" air burst pipe enabling the hole to be plugged in the wet well 3 man dive team- 8 hour day - 1 supervisor, 1 diver, 1 tender personnel only	1,800.00	3,262.50
32' Rio Work Barge	1	16'x32' Rio Work Barge with Electric Crane, 8 Hour Day	700.00	700.00
Surface supplied dive pack...	1	Surface supplied shallow water dive package 0'-60' including hairline communication and video, 8 hour day	600.00	600.00
Fabrication	0.5	Fabrication including welding, cutting, burning, drilling, 8 hour day	500.00	250.00
3 man dive team 8 hrs	1.75	17 May- Removal of the blind flange and installation of the new screen-removal of concrete to enable the installation. Burning of the remaining 4" airburst pipe that was protruding from the lakeside hole to enable it to be plugged. 3 man dive team- 8 hour day - 1 supervisor, 1 diver, 1 tender personnel only	1,800.00	3,150.00
32' Rio Work Barge	1	16'x32' Rio Work Barge with Electric Crane, 8 Hour Day	700.00	700.00
Surface supplied dive pack...	1	Surface supplied shallow water dive package 0'-60' including hardline communication and video, 8 hour day	600.00	600.00
Fabrication	0.5	Fabrication including welding, cutting, burning, drilling, 8 hour day	500.00	250.00
Total				\$27,712.50
Payments/Credits				\$0.00

Phone #	Fax #
512-266-3483	512-266-6473

PAYTON CONSTRUCTION, INC.
GENERAL CONTRACTOR SERVING TEXAS
P.O. BOX 1734 · WIMBERLEY, TEXAS 78676
OFF. (512) 847-3702 · FAX (512) 847-1108

Murfee Engineering Company, Inc.
ATTN: Mr. Eelhard Meneses, P.E.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, TX 78746

Re: West Travis County Public Utility Agency – Raw Water Intake Expansion and Rehabilitation Project

Dear Eelhard,

Payton Construction, Inc. is providing pricing for the supplemental pumps that will be used to help West Travis County meet their customers demands during the construction of the Baffle Walls for the above referenced project. We are giving you prices for the four main “tasks” of the added work to help break it down.

The first major task is the mobilization of the Godwin Pumps to the jobsite. This price includes a delivery fee from Xylem Dewatering Solutions and Payton Construction disconnecting a portion of the surge piping that was already installed to allow Xylem Dewatering Solutions to connect the discharge hoses from their pumps to the header. Additionally, Xylem will supply 3 Pump/Piping Technicians to install pumps and make up all required piping and appurtenances. Due to the limited accessibility to the area where the Skid Mounted Diesel Pump will need to be placed, a crane must also be rented to set the diesel pump. The total cost of the mobilization is \$8,000.00.

The second portion of the pricing is strictly for the rental of all pumping equipment. The total price is based on a per week rate. Included in the weekly rental rate is the following equipment: Model 2201 Electric Submersible Pump, 75HP Variable Frequency Drive, Model HL160M Skid Mounted Diesel Pump, Suction Hoses for both pumping units, Discharge Hoses, and various fittings. Additionally, and assuming the pumping units will run 24/7, a maintenance will need to be preformed by Xylem Dewatering Solutions. The Diesel Pump will require an oil change when it reaches 250 hours of operation. The total price for the aforementioned equipment on a “per week” rate is \$7,500.

Third, is the cost for demobilizing the pumping equipment once the baffle walls are completed. This price includes a pickup fee, as well as 3 pump/piping technicians to disassemble piping from Xylem Dewatering Solutions. Once again, a crane must be rented in order to remove the Skid Mounted Diesel Pump. Once the supplemental pumps and piping have been removed, Payton Construction will reassemble the Surge Anticipator Piping. Total price for Demobilization of Pumping Units is \$6,000.00

Last, is the Accelerated Work Schedule that Payton Construction, Inc. will be working by to complete the baffle work as soon as we can. This additional cost is strictly for the “premium time” hours that were not included in the normal 40-hour work week which was in our bid. Based on 12-

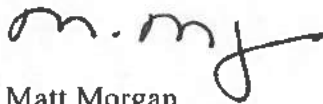
hour work days, which amounts to 10 hours on site each day, there will be approximately 32 additional hours worked by our employees Monday through Saturday. Those additional 32 hours will be billed at \$175/crew hour. Any work performed by Payton Construction, Inc. employees on Sundays will be billed at double time. The 12 hours that will be worked on Sunday will be billed at \$225/crew hour. Payton Construction feels that this is the fairest way to give you this portion of the price. There are many unknowns that we will face during the construction of the Baffle Walls, and until we get to them, it is difficult to quantify the number of hours it will take. The only way we feel we could give you a "hard number" is to base it on 3 weeks of work which we do not think is fair nor will take that long.

In closing, we want to apologize to you and let you know that these prices are inflated compared to what was told to you last week due to the miscommunication or hidden fees from the pump supplier that we were not privy to. Some of these hidden fees include, but are not limited to, delivery charges, pickup charges, rates being quoted on 8-hour pump days, service fees, and Pump/Piping Technician fees.

West Travis County will be responsible for, but not limited to, all pump monitoring, refueling of diesel pump, and connecting Variable Frequency Drive to the local panel in Pump Station No. 2.

Please feel free to give us a call should you have any questions, concerns, or would like an explanation on any of the aforementioned prices.

Sincerely,

A handwritten signature in black ink, appearing to read 'm. morgan', with a long horizontal stroke extending to the right.

Matt Morgan
Project Manager
Payton Construction, Inc.



Murfee Engineering Company

June 6, 2018

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

**Re: WTCPUA RWI Expansion and Rehabilitation
Change Order #2 Evaluation and Recommendation
MEC File: 11051.108**

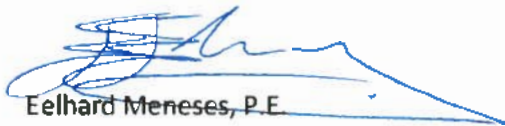
Mr. Roberts and Board:

Attached please find Change Order # 2 from Payton Construction, Inc. for additional work not included in the original Contract. Included are the addition of new air burst piping above ground and to plug the existing air burst piping, partially demolishing the existing piping, and abandoning the rest in place (underground). The total net for Change Order #2 is an increase in the contract price. No contract time extension is given as these items are not on the critical path.

We have reviewed the proposals submitted by the Contractor as well as supplemental information sent at our request, and find them to be fair and reasonable. We recommend that Change Order #2 be approved accordingly for an amount of \$52,000.00. The total contract price if CO #2 is approved will be revised to \$1,258,263.00.

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

Sincerely,



Eelhard Meneses, P.E.
Project Manager

P:\West Travis County P.U.A. - MEC\Raw Water Intake\Expansion and Rehab 2017\CONSTRUCTION ADMIN\CHANGE ORDER\CO #2\Recommendation CO #2.docx

CHANGE ORDER

No. 2

DATE OF ISSUANCE June 6, 2018

EFFECTIVE DATE June 6, 2018

OWNER WTCPUA
 CONTRACTOR Payton Construction, Inc.
 Contract: WTCPUA RWI Expansion and Rehabilitation
 Project: WTCPUA RWI Expansion and Rehabilitation
 OWNER's Contract No. _____ MEC File No. 11051.108
 ENGINEER Murfee Engineering Company

You are directed to make the following changes in the Contract Documents:
 Description: **This change order is for an increase in the Contract Price for air burst piping installation not included in the original Contract Price. No Contract Time extension is given.**

Reason for Change Order:
 During work in the lake and wet well at PS #1, it was found that the existing air burst piping integrity had been compromised due to corrosion. Hence, the existing air burst piping is being abandoned in place and plugged, and a new air burst piping above ground will be installed.

Attachments: (List documents supporting change)
 Engineer recommendation letter of approval (1 page).
 Payton Construction, Inc. change proposal request including Cost Breakdown (2 pages).
 Murfee Engineering drawings showing proposed work (1 page).

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$1,132,000.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : <u>\$74,263.00</u>
Contract Price prior to this Change Order: <u>\$1,206,263.00</u>
Net increase (decrease) of this Change Order: <u>\$52,000.00</u>
Contract Price with all approved Change Orders: <u>\$1,258,263.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>233 days (August 1, 2018)</u> Ready for final payment: <u>247 days (August 15, 2018)</u> (days or dates)

RECOMMENDED:
 By: [Signature]
 ENGINEER (Authorized Signature)
 Date: June 6, 2018

APPROVED:
 By: _____
 OWNER (Authorized Signature)
 Date: _____

ACCEPTED:
 By: [Signature]
 CONTRACTOR (Authorized Signature)
 Date: 6/6/18

PAYTON CONSTRUCTION, INC.
GENERAL CONTRACTOR SERVING TEXAS
P.O. BOX 1734 · WIMBERLEY, TEXAS 78676
OFF. (512) 847-3702 · FAX (512) 847-1108

06/01/2018

Murfee Engineering Company, Inc.
ATTN: Mr. Eelhard Meneses, P.E.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, TX 78746

Re: West Travis County Public Utility Agency – Raw Water Intake Expansion and Rehabilitation
Project – **Change Order Proposal # 2**

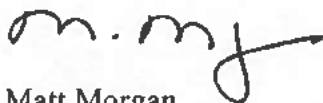
Dear Eelhard,

Payton Construction, Inc. is providing pricing for the demolition and installation of a new, 4”
Ductile Iron Air Burst Pipe.

Per Murfee Engineering Company, Inc.’s drawing, sent to us via email on May 17, 2018, we are
pleased to offer to preform this work for the amount of \$52,000.00. This includes, but is not limited
to, partial demolition of the existing air burst piping, plugging the carrier pipe as well as the air
burst pipe in the wet well and the lake, installation of a new air burst pipe that will be connected to
the new Hydroburst Receiver and run to the modified connection on the new Raw Water Intake
Screen, pipe supports, and paint and protective coatings.

Should you have any questions, please feel free to give us a call.

Sincerely,



Matt Morgan
Project Manager
Payton Construction, Inc.

PAYTON CONSTRUCTION, INC.
 GENERAL CONTRACTOR SERVING TEXAS
 P.O. BOX 1734 - WIMBERLEY, TEXAS 78676
 OFF. (512) 847-3702 - FAX (512) 847-1108

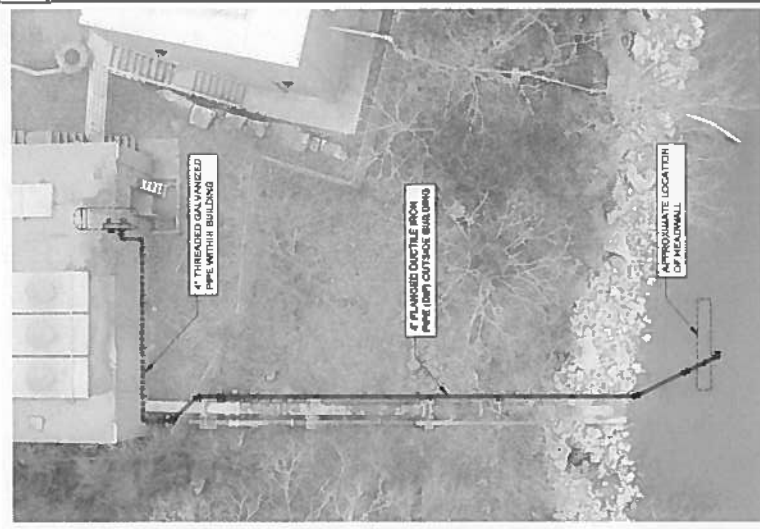
PROPOSAL COST NO. COP No. 2

DATE : 6/4/2018
CONTRACTOR: PAYTON CONSTRUCTION, INC
PROJECT : West Travis County Public Utility Agency - Raw Water Intake Expansion & Rehabilitation
JOB NO. : 222

COST BREAKDOWN

ITEMS	UNIT OF MEASURE	UNIT PRICE	QTY	UNITS	COST
<u>MATERIALS</u>					
PIPE / FITTINGS / APPURTENANCES	MATL	\$5,371.00	1	LS	\$5,371
6" PNEUMATIC PLUG	MATL	\$225.00	1	LS	\$225
<u>LABOR</u>					
FIELD CREW	LABOR	\$625.00	12	DAY	\$7,500
FIELD SUPERINTENDENT	LABOR	\$400.00	12	DAY	\$4,800
PROJECT MANAGER	LABOR	\$400.00	12	DAY	\$4,800
LABOR BURDEN		\$17,100.00	40%		\$6,840
<u>EQUIPMENT</u>					
225 CFM AIR COMPRESSOR	EQUIP	\$150.00	6	DAY	\$900
<u>SUBCONTRACTS</u>					
CHAPMAN MARINE	SUB	\$7,400.00	1	LS	\$7,400
AUS-TEX SANDBLASTING & COATING	SUB	\$4,900.00	1	LS	\$4,900
<u>OTHER</u>					
VEHICLE (12 TRIPS FOR CREW / SUPT & 3 TRIPS FOR P.M.)	EQUIP	\$150.00	15	TRP	\$2,250
					<u>\$44,986</u>

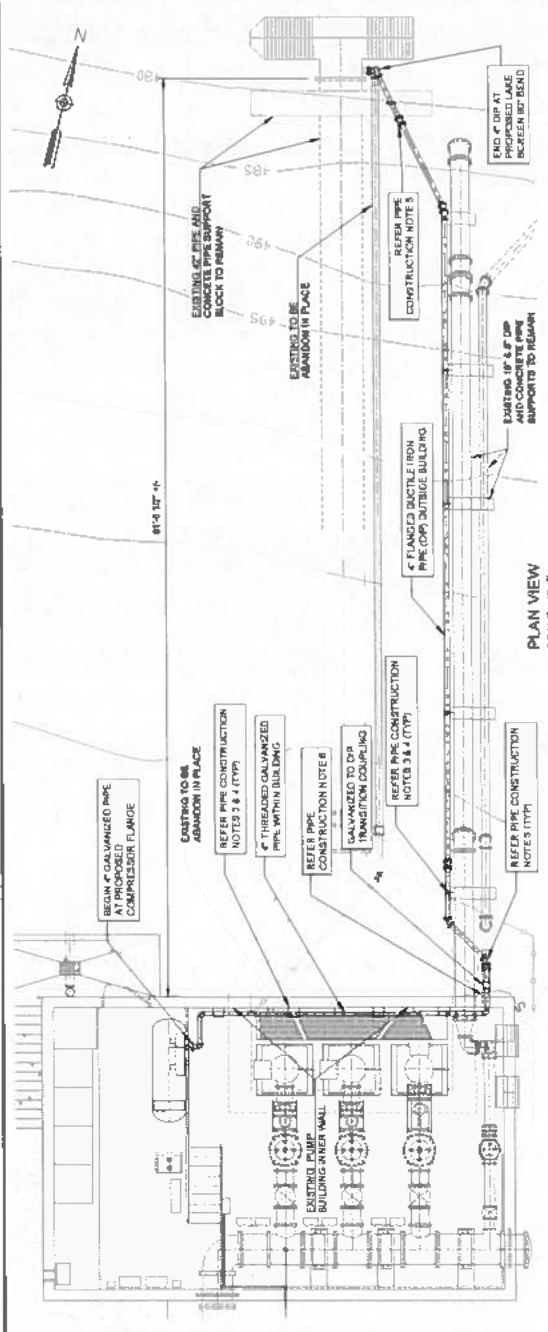
1. SUBTOTAL FOR WORK PERFORMED BY PRIME CONTRACTOR	\$32,686
OVERHEAD AND PROFIT 15%	\$4,903
SUBTOTAL	\$37,589
2. SUBTOTAL FOR WORK PERFORMED BY SUBCONTRACTOR	\$12,300
SUBTOTAL	\$12,300
3. 5% COMMISSION ON SUBCONTRACTORS	\$615
COMBINED SUBTOTALS OF ITEMS 1, 2 & 3	\$50,504
INSURANCE (2%)	\$1,010
PERFORMANCE AND PAYMENT BONDS(1%)	\$515
TOTAL PROPOSED COST	<u>\$52,029</u>



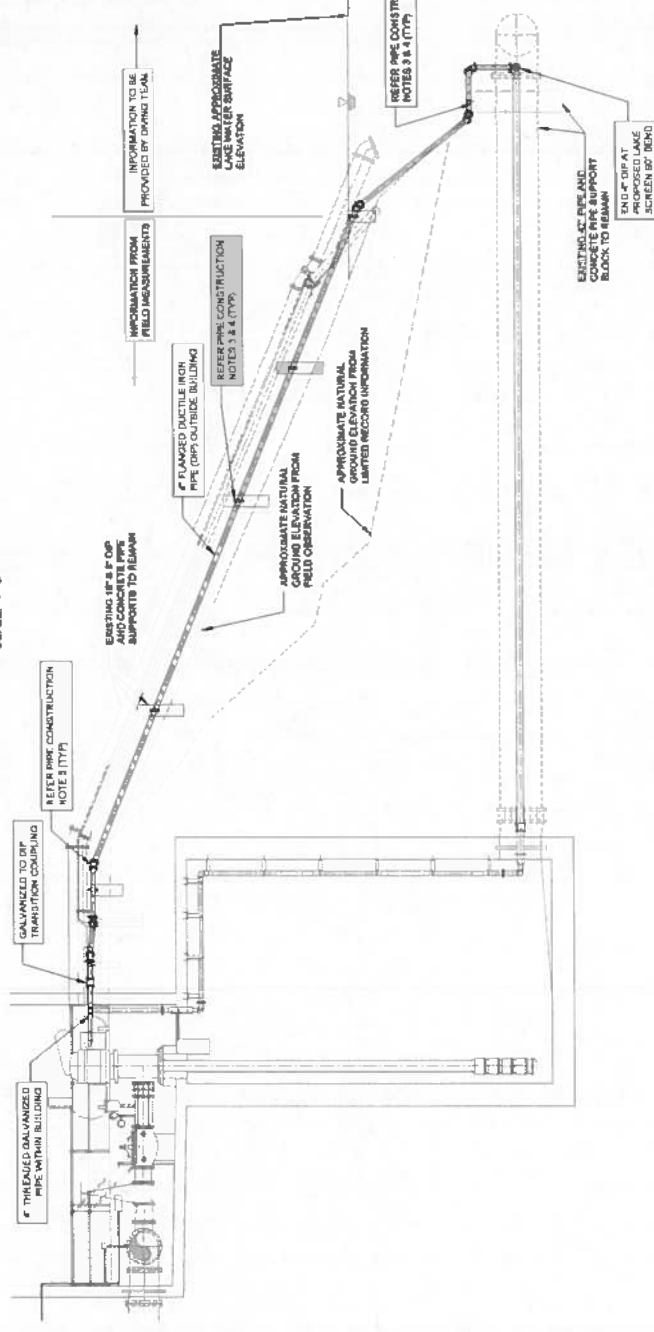
AERIAL PLAN VIEW
SCALE: NTS
(FOR REFERENCE ONLY)

- GENERAL NOTES**
1. INFORMATION PROVIDED WAS OBTAINED FROM LIMITED RECORDED INFORMATION, FIELD OBSERVATION AND MEASUREMENT. CONSTRUCTION SHALL USE INFORMATION FOR REFERENCE ONLY. CONSTRUCTION SHALL VERIFY ALL FIELD DATA, EXISTING PIPE, AND CONSTRUCTION OF ALL UTILITIES AND RECORD THE INFORMATION.
 2. ALL PIPES SHALL BE INSTALLED WITHIN THE CONCRETE CURB AND SHALL BE PROTECTED BY A 12" MINIMUM THICKNESS CONCRETE CURB. THE CURB SHALL BE 12" MINIMUM THICKNESS AND SHALL BE 12" MINIMUM WIDTH. THE CURB SHALL BE 12" MINIMUM THICKNESS AND SHALL BE 12" MINIMUM WIDTH.
 3. ALL PIPES SHALL BE INSTALLED WITHIN THE CONCRETE CURB AND SHALL BE PROTECTED BY A 12" MINIMUM THICKNESS CONCRETE CURB. THE CURB SHALL BE 12" MINIMUM THICKNESS AND SHALL BE 12" MINIMUM WIDTH.
 4. PIPE SUPPORTS SHALL BE 12" DIA. 2" WIDE WITH GALVANIZED OR BRASS 2" DIA. STEEL PLATE. SUPPORTS SHALL BE 12" DIA. 2" WIDE WITH GALVANIZED OR BRASS 2" DIA. STEEL PLATE. SUPPORTS SHALL BE 12" DIA. 2" WIDE WITH GALVANIZED OR BRASS 2" DIA. STEEL PLATE.
 5. APPROXIMATE NATURAL GROUND ELEVATION FROM FIELD OBSERVATION.
 6. APPROXIMATE NATURAL GROUND ELEVATION FROM LIMITED RECORDED INFORMATION.

WTC PUBLIC UTILITY AGENCY	
APPROVED PROJECT NUMBER: 01000000000000000000	
DATE: 01/01/2018	
PROJECT: 01000000000000000000	SCALE: 1" = 10'
DATE: 01/01/2018	PROJECT: 01000000000000000000
DATE: 01/01/2018	PROJECT: 01000000000000000000
DATE: 01/01/2018	PROJECT: 01000000000000000000



PLAN VIEW
SCALE: 1"=5'



SECTION VIEW
SCALE: 1"=5'

**PRELIMINARY DRAWING
FOR PLANNING PURPOSES ONLY**

ITEM E

**SECOND AMENDMENT TO
AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(LIVE OAK SPRINGS)**

This Second Amendment to Agreement for the Provision of Nonstandard Retail Water Service (the “Second Amendment”) 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 David Knapp (the “Developer”).

WHEREAS, Developer plans to develop approximately 164.6 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”);

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

WHEREAS, Developer and the WTCPUA entered into the Agreement for the Provision of Nonstandard Retail Water Service on April 4, 2016 (the “Agreement”) and First Amendment on October 19, 2016, pursuant to which the WTCPUA agreed to provide 86 LUEs of retail water service to the Proposed Development;

WHEREAS, Developer has requested to extend the Reservation Period agreed upon in the First Amendment;

WHEREAS, the WTCPUA agrees to extend the Reservation Period and termination of LUEs for which impact fees have not been paid by five (5) years;

WHEREAS, Developer and the WTCPUA desire to enter into this Second Amendment to set forth additional 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 Second Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Agreement as follows:

1. Definition of Terms.

Section 1.1 is amended as follows:

(1) “Reservation Period” shall mean a renewed five (5) year period commencing on April 4, 2018 ~~the Effective Date of this Agreement~~.

2. Term; Termination

Section 5.1 is amended as follows:

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 86 LUEs for which water impact fees have not be credited or paid, pursuant to this Agreement or Chapter 395 of the Texas Local Government Code, by April 4, 2023 ~~the fifth 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.

3. Defined Terms.

All capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Agreement.

4. Effect on Agreement.

The terms of the Agreement are hereby modified and amended pursuant to the terms of this Second Amendment. Except as otherwise expressly amended by this Second Amendment, all other terms and conditions of the Agreement remain in full force and effect, and are hereby confirmed and ratified.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment which is effective as of the date of the last signature to this Second Amendment.

[Signature pages to follow]

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

Second Amendment to Agreement for the
Provision of Nonstandard Retail Water Service
(Live Oak Springs)

DAVID KNAPP

By: _____

Name: _____

Title: _____

Date: _____

ITEM F

**FIRST AMENDMENT TO
AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(The Terrace Project)**

This First Amendment to Agreement for the Provision of Nonstandard Retail Water Service (the “First Amendment”) 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 Terrace Partners, LLC, a Delaware limited liability company (the “Developer”).

WHEREAS, Developer and the WTCPUA entered into the Agreement for the Provision of Nonstandard Retail Water Service on December 16, 2016 (the “Agreement”), pursuant to which the WTCPUA agreed to provide 199 LUEs of retail water and wastewater service to the 19.52-acre Development Tract for the Proposed Development;

WHEREAS, Developer has requested that the WTCPUA adjust the Developer’s reserved water capacity for the Development Tract from 199 LUEs to 202 LUEs of retail water service to provide median landscaping irrigation in the Proposed Development;

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

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

1. Amendment to Agreement.

Section 2.1 is amended as follows:

For and in consideration of Developer’s obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 199 LUEs of retail wastewater service and 202 LUEs of retail water service ~~of retail water and wastewater service~~ for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA’s Rules and Policies. In no event shall WTCPUA be obligated to provide retail ~~water or~~ wastewater service to Retail Customers located within the Proposed Development that collectively exceeds 199 LUEs, or provide retail water service to Retail Customers located within the Proposed Development that collectively exceeds 202 LUEs.

Developer may re-plot tracts of land within the Proposed Development, but the combined service commitment of any such re-plot within the Proposed Development shall at no time collectively exceed 199 LUEs of retail wastewater service, or 202 LUEs or retail water service. If such re-plot results in the Proposed Development collectively needing more than 199 LUEs of retail wastewater service, or 202 LUEs of retail water service ~~water~~

~~and/or wastewater service~~, the Developer must submit a new service extension request and additional water and/or wastewater impact fees may be due in accordance with the WTCPUA's Tariff in effect at the time of the request for additional service.

Section 4.2 is amended as follows:

Developer shall pay water and wastewater Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water and wastewater Impact Fees for a total of 199 LUEs for retail wastewater service, and 202 LUEs for retail water service. Notwithstanding the above, WTCPUA agrees that Developer may submit to the WTCPUA staff for review and consideration documentation evidencing that all or a portion of the land within the Proposed Development was final platted prior to November 1, 2012 and therefore should be allowed to pay the impact fees that were in effect prior to November 1, 2012 (the "Historic Rate"). If WTCPUA staff determines that the Historic Rate does apply to some or all of the LUEs for the Proposed Development, then the WTCPUA shall issue a letter providing the same and such letter shall serve as a supplement to this Agreement.

Section 4.3 is amended as follows:

Developer shall annually pay Reservation Fees for water and wastewater service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the 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 and wastewater LUEs. Annual payments of Reservation Fees shall be due upon each annual anniversary of the commencement of the Reservation Period. Upon each annual payment of Reservation Fees, 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 within thirty (30) days of the anniversary of commencement of the Reservation Period, 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, such consent which may not be unreasonably withheld.

~~Reservation Fees for the initial year of the Reservation Period shall 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 and wastewater meter or meters having up to 199 LUEs of water and~~

~~wastewater service has not been installed in accordance to WTCPUA Tariff 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 199 LUEs of retail wastewater service and 202 LUEs of retail water service ~~water and wastewater service~~ runs with and is assigned to the Proposed Development.

Section 5.1 is amended as follows:

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 199 LUEs of retail wastewater service and 202 LUEs of retail water service 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.

2. Defined Terms.

All capitalized terms that are not otherwise defined herein shall have the meanings set forth in the Agreement.

3. Effect on Agreement.

The terms of the Agreement are hereby modified and amended pursuant to the terms of this First Amendment. Except as otherwise expressly amended by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect, and are hereby confirmed and ratified.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment which is effective as of the date of the last signature to this First Amendment.

[Signature pages to follow]

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
M. Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

TERRACE PARTNERS, LLC

By: _____
Chris Milam
President

Date: _____

ITEM G

**AGREEMENT FOR THE PROVISION OF
NONSTANDARD RETAIL WATER SERVICE
(ANTHEM AT LEDGE STONE APARTMENT HOMES)**

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 **Anthem at Ledge Stone Apartment Homes LLC**, a Texas limited liability company ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 16.72 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, the Proposed Development is subject to the "Existing Agreements affecting the Ledge Stone Development (formerly known as the Bush Ranch) related to the provision of retail water service from WTCPUA, including the acquisition of Living Unit Equivalents of retail water service ("LUEs").

WHEREAS, the Developer prepaid impact fees for 62 LUEs from WTCPUA pursuant to the 2015 Waterline Agreement; and

WHEREAS, the Developer desires to reserve and pay impact fees for an additional 5 LUEs of retail water service from WTCPUA pursuant to this Agreement based upon the "LUE Equivalency Table for the Remaining Tract" set forth in Section 2.B.3 of the 2013 Settlement to facilitate WTCPUA's provision of retail water service for a total of 67 LUEs to 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 – [Anthem at Ledge Stone Apartment Homes]

- (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 **Anthem at Ledge Stone Apartment Homes 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.

- (o) "WTCPUA System" shall mean the WTCPUA's existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank 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. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 67 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 67 LUEs.

The 67 LUEs for the Proposed Development shall come from the maximum LUE allocation 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 67 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

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 a total of 67 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 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.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 67 LUEs of water has not been installed, or for which impact fees have not been paid, in accordance to WTCPUA Tariff 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 67 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 67 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, 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 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 12117
 Bee Cave Rd
 Bldg 3 Ste 120
 Bee Cave, Texas 78738

E-mail: rpugh@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: Bonner Carrington
 Barton Oaks Plaza
 901 Mopac Expressway South
 Building V, Suite 100
 Austin, Texas 78746

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

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

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

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

[Signature pages to follow]

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

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

By: _____
Scott Roberts
President

Date: _____

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

ATTEST:

**ANTHEM AT LEDGE STONE APARTMENT
HOMES LLC**

By: _____

Name: Stuart Shaw

Title: Chief Executive Officer

Date: _____

DRAFT

EXHIBIT A

DRAFT



LEGEND

	LOT LINE
	PROPERTY BOUNDARY
	EASEMENT
	BUILDING SETBACK
	100YR
	100YR
	100 YEAR FLOODPLAIN

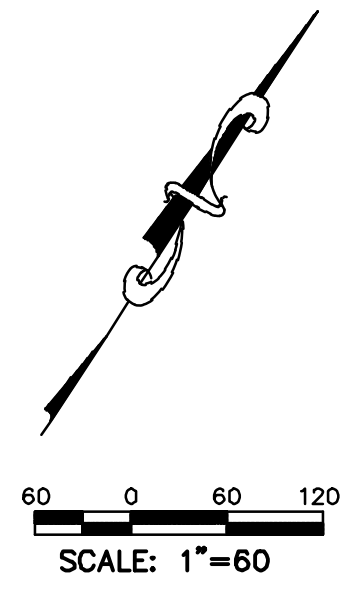
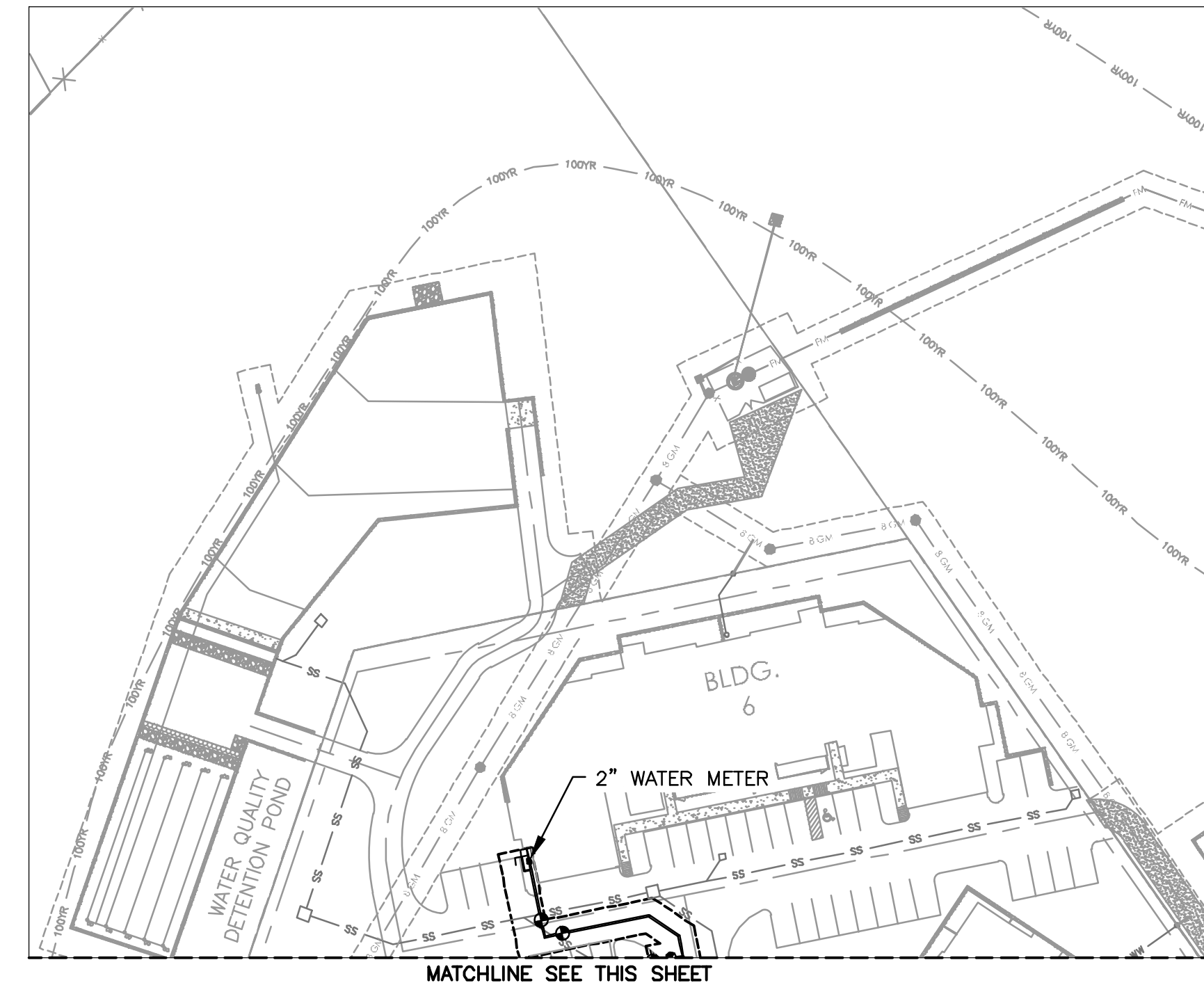
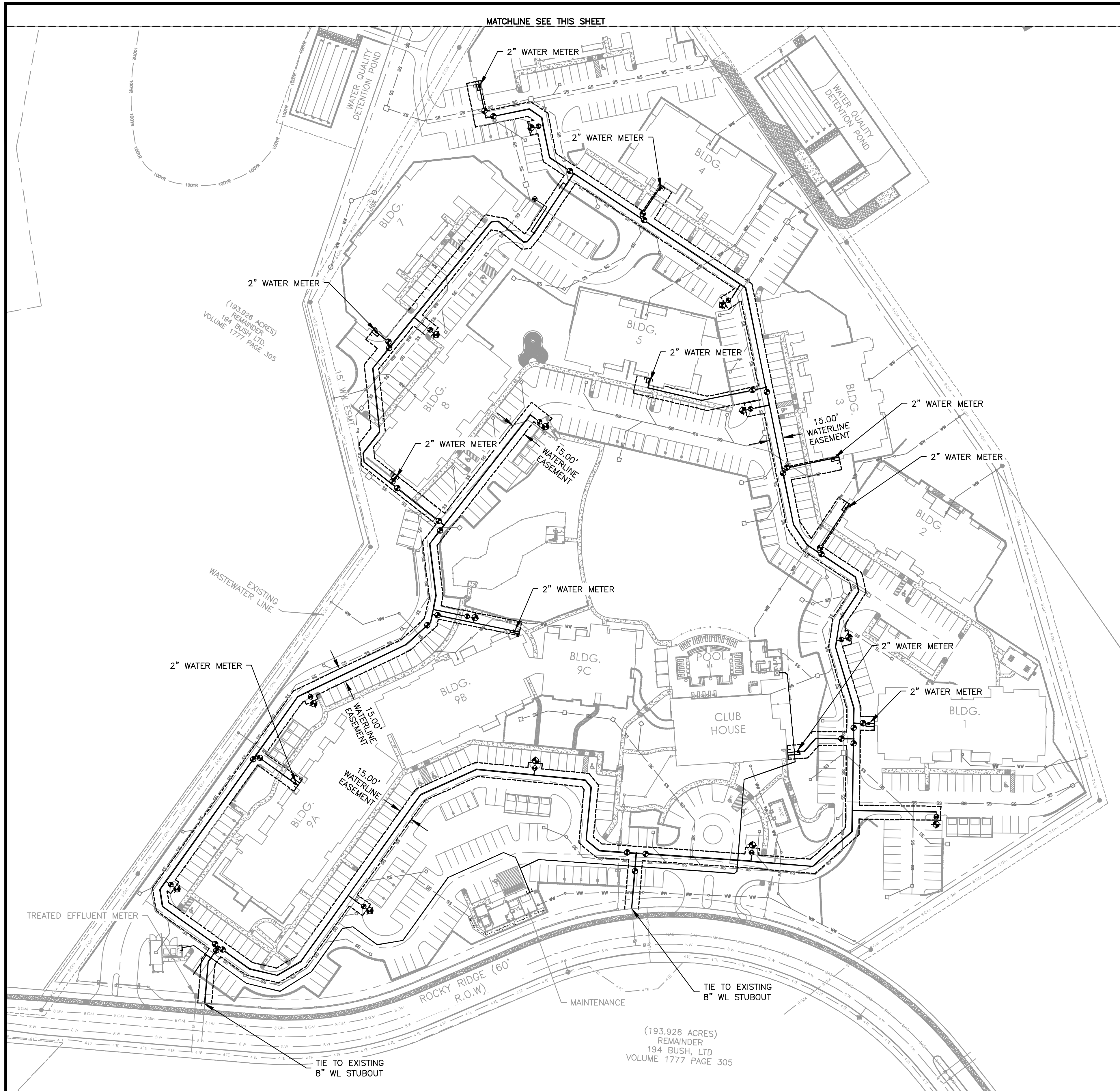
EXHIBIT
A

ANTHEM AT LEDGE STONE
SITE PLAN

CMA ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737 (512) 432-1000
Registration # F-3053

EXHIBIT B
DEVELOPER FACILITIES

DRAFT



LEGEND

	PROPERTY BOUNDARY
	EASEMENT
	PROPOSED WATER EASEMENT
	PROPOSED WATER LINE
	PROPOSED STORMSEWER MANHOLE
	PROPOSED STORMSEWER INLET
	PROPOSED GATE VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED AIR RELEASE VALVE
	PROPOSED STORMSEWER LINE
	PROPOSED WASTEWATER LINE
	100 YEAR FLOODPLAIN

EXHIBIT
B

ANTHEM AT LEDGE STONE
UTILITY PLAN

CMA ENGINEERING, INC.
235 LEDGE STONE DRIVE
AUSTIN, TEXAS 78737 (512) 432-1000
Registration # F-3053

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(LEDGESTONE PHASE 2)**

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 **Ledgestone Property LLC**, a Texas limited liability company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 15.67 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 **Ledgestone Property LLC** or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.

- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the Effective Date of this Agreement.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) “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.
- (n) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities.

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

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

ARTICLE II
SERVICE COMMITMENT

Section 2.1 **WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 28 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 28 LUEs.

The 28 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 WTCPUA. All terms and conditions of the Compromise and Settlement Agreement shall apply to these 28 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
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 a total of 28 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 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.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 28 LUEs of water has not been installed in accordance to WTCPUA Tariff 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 28 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 28 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

Email: _____

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

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

By: _____
Scott Roberts
President

Date: _____

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

ATTEST:

LEDGESTONE PROPERTY LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

ITEM H

PASSED AND APPROVED this ____ day of June, 2018.

Scott Roberts, President,
Board of Directors

ATTEST:

Ray Whisenant, Jr., Secretary
Board of Directors

ITEM I

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(FITZHUGH 83)**

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 Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 83 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 Clayton Properties Group, Inc., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes, 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 Effective Date of this Agreement.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) “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.
- (n) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities.

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

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 **WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to 73 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 73 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 **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 a total of 73 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 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.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to 73 LUEs of water has not been installed in accordance to WTCPUA Tariff 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 73 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 73 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

6720 Vaught Ranch Road, Suite 200
Austin, Texas 78730

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

ATTEST:

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, formerly known, and qualified to do business in Texas, as **CMH PARKS, INC.**, doing business as **BROHN HOMES**

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPOSED DEVELOPMENT

TRACT 1: 11.80 acres of land, more or less, out of the B.D. BASSFORD SURVEY NO. 625, ABSTRACT NO. 84, in Travis County, Texas, and being that same property conveyed in Special Warranty Deed to Sam Williams, Trustee, dated August 27, 1999, and recorded in Document No. 1999096311, Official Public Records, Travis County, Texas; being more particularly described by metes and bounds description in Exhibit A-1 attached hereto and made a part hereof; and

TRACT 2: 71.10 acres of land, more or less, out of the B.D. BASSFORD SURVEY NO. 625, ABSTRACT NO. 84, in Travis County, Texas, and being a portion of that certain 100.00 acre tract conveyed in General Warranty Deed to Sam Williams, dated March 4, 1996, and recorded in Volume 12666, Page 117, Real Property Records, Travis County, Texas; being more particularly described by metes and bounds description in Exhibit A-2 attached hereto and made a part hereof.

Exhibit A-1
DESCRIPTION OF TRACT 1

BEING 11.80 ACRES OF LAND, OUT OF THE B. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS, TRUSTEE 11.799 ACRE TRACT RECORDED IN DOCUMENT NUMBER 1999096311, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 11.800 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found at the southwest corner of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of that certain Stoneridge Capital partners, LTD. 182.917 acre tract recorded in Document Number 2005210732, Official Public Records, said county, same being the northwest corner of said 11.799 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract and the northerly line of said 11.799 acre tract, the following 3 calls,

1. South 62 degrees 06 minutes 05 seconds East, 248.88 feet to an iron pipe found,
2. South 61 degrees 45 minutes 20 seconds East, 53.31 feet to an iron rod found,
3. South 61 degrees 38 minutes 40 seconds East, 65.50 feet to an iron rod found in said line, being in the northerly line of the remaining portion of that certain Sam Williams 100 acre tract recorded in Volume 12210, Page 2284, real property Records, said county, same being the northeast corner of said 11.799 acre tract, for the northeast corner hereof;

THENCE through said 100 acre tract, along the easterly line of that certain Anthony Powell 5.001 acre tract recorded in Document Number 1999135507, Official Public Records, said county, along the easterly line of said 11.799 acre tract, the following 3 calls,

1. South 14 degrees 04 minutes 42 seconds West, 864.70 feet to an iron rod found,
2. South 28 degrees 17 minutes 58 seconds West, 1,112.88 feet to an iron rod found,
3. South 28 degrees 19 minutes 57 seconds West, 676.80 feet to an iron rod found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 5.001 acre tract, same being the southeast corner of said 11.799 acre tract, for the southeast corner hereof;

THENCE North 62 degrees 05 minutes 59 seconds West, along said right-of-way line and the southerly line of said 11.799 acre tract, 60.14 feet to an iron rod found in said line, at the southeast corner of that certain Dreams Openly Lived Liberate You, LLC. 14.905 acre tract recorded in Document Number 2014052179, Official Public Records, said county, same being the southwest corner of said 11.799 acre tract, for the southwest corner hereof;

THENCE along the easterly and northerly line of said 14.905 acre tract, along the westerly line of said 11.799 acre tract, the following 3 calls,

1. North 28 degrees 19 minutes 14 seconds East, 641.49 feet to an iron rod found,
2. North 28 degrees 19 minutes 12 seconds East, 1,128.93 feet to an iron pipe found,
3. North 61 degrees 39 minutes 59 seconds West, 518.20 feet to an iron pipe found in the easterly line of said 182.917 acre tract, at the northwest corner of said 14.905 acre tract, same being an angle corner in the westerly line of said 11.799 acre tract, for an angle corner in the westerly line hereof;

THENCE along the easterly line of said 182.917 acre tract, continuing along the westerly line of said 11.799 acre tract, the following 4 calls,

1. North 28 degrees 02 minutes 14 seconds East, 65.28 feet to an iron pipe found,
2. North 28 degrees 11 minutes 08 seconds East, 223.06 feet to an iron pipe found,
3. North 28 degrees 12 minutes 44 seconds East, 246.58 feet to an iron pipe found,
4. North 28 degrees 08 minutes 21 seconds East, 320.91 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0509917-2

11/02/2017
Date



Exhibit A-2

DESCRIPTION OF TRACT 2

BEING 71.10 ACRES OF LAND, OUT OF THE B. D. BASSFORD SURVEY NUMBER 625, ABSTRACT NUMBER 84, TRAVIS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SAM WILLIAMS 100 ACRE TRACT RECORDED IN VOLUME 12666, PAGE 117, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THOSE CERTAIN TRACTS CONTAINING 7.00 ACRES RECORDED IN DOCUMENT NUMBER 1999096310, 11.799 ACRES RECORDED IN DOCUMENT NUMBER 1999096311, 5.092 ACRES RECORDED IN DOCUMENT NUMBER 1999096312, AND 5.001 ACRES RECORDED IN DOCUMENT NUMBER 1999096313, ALL OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 71.10 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pipe found in the southerly line of Hillside Springs, a subdivision recorded in Volume 41, Page 50, Plat Records, said county, at the northwest corner of Tanglewood west, a subdivision recorded in Volume 77, Page 337, Plat Records, said county, same being the northeast corner of said 100 acre tract, for the northeast corner hereof;

THENCE along the westerly line of said Tanglewood west and the easterly line of said 100 acre tract, the following 9 calls,

1. South 28 degrees 11 minutes 48 seconds West, 67.85 feet to an iron rod found,
2. South 28 degrees 16 minutes 08 seconds West, 335.56 feet to an iron rod found,
3. South 28 degrees 21 minutes 25 seconds West, 198.04 feet to an iron rod found,
4. South 28 degrees 21 minutes 25 seconds West, 198.02 feet to an iron rod found,
5. South 28 degrees 21 minutes 25 seconds West, 197.99 feet to an iron rod found,
6. South 28 degrees 18 minutes 56 seconds West, 197.73 feet to an iron rod found,
7. South 28 degrees 17 minutes 20 seconds West, 258.45 feet to an iron rod found,
8. South 28 degrees 29 minutes 31 seconds West, 192.39 feet to an iron pipe found,
9. South 27 degrees 54 minutes 50 seconds West, 60.52 feet to an iron pipe found in said line, at the northeast corner of that certain Lynn Brown 6.739 acre tract recorded in Document Number 2009159936, Official Public Records, said county, same being an angle corner in the easterly line of said 100 acre tract, for an angle corner in the easterly line hereof;

THENCE along the northerly and westerly line of said 6.739 acre tract, continuing along the easterly line of said 100 acre tract, North 73 degrees 20 minutes 35 seconds West, 231.42 feet to an iron pipe found and South 41 degrees 51 minutes 25 seconds West, 898.37 feet to an iron pipe found in the northerly right-of-way line of Fitzhugh Road, at the southwest corner of said 6.739 acre tract, same being the southeast corner of said 100 acre tract, for the southeast corner hereof;

THENCE along said right-of-way line and the southerly line of said 100 acre tract, North 62 degrees 28 minutes 27 seconds West, 65.24 feet to an iron pipe found and North 62 degrees 05 minutes 00 seconds West, 78.28 feet to an iron rod found in said line, at the southeast corner of said 7.00 acre tract, for an angle corner in the southerly line hereof;

THENCE along the easterly and northerly line of said 7.00 acre tract, along the northerly line of said 5.092 acre tract and said 5.001 acre tract, through said 100 acre tract, the following 5 calls,

1. North 28 degrees 52 minutes 43 seconds East, 865.75 feet to an iron rod found at the northeast corner of said 7.00 acre tract,
2. North 73 degrees 16 minutes 21 seconds West, 276.20 feet to an iron rod found,
3. North 72 degrees 52 minutes 04 seconds West, 98.63 feet to an iron rod found,
4. North 72 degrees 52 minutes 08 seconds West, 299.03 feet to an iron rod found,
5. North 73 degrees 15 minutes 01 seconds West, 314.11 feet to an iron rod found at the northwest corner of said 5.001 acre tract, in the easterly line of said 11.799 acre tract, for the southwest corner hereof;

THENCE along the easterly line of said 11.799 acre tract, continuing through said 100 acre tract, North 28 degrees 17 minutes 58 seconds East, 1,112.88 feet to an iron rod found and North 14 degrees 04 minutes 42 seconds East, 864.70 feet to an iron rod found in the southerly line of that certain James Knight 10.00 acre tract recorded in Document Number 2000025674, Official Public Records, said county, at the northeast corner of said 11.799 acre tract, same being in the northerly line of said 100 acre tract, for the northwest corner hereof;

THENCE along the southerly line of said 10.00 acre tract, that certain James Knight 7.53 acre tract recorded in Volume 6292, Page 828, deed Records, said county, and of said Hillside Springs, along the northerly line of said 100 acre tract, the following 4 calls,

1. South 61 degrees 36 minutes 36 seconds East, 309.62 feet to an iron rod found,
2. South 62 degrees 01 minutes 08 seconds East, 665.51 feet to an iron pipe found,
3. South 62 degrees 04 minutes 35 seconds East, 368.21 feet to an iron pipe found,
4. South 61 degrees 49 minutes 35 seconds East, 410.12 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



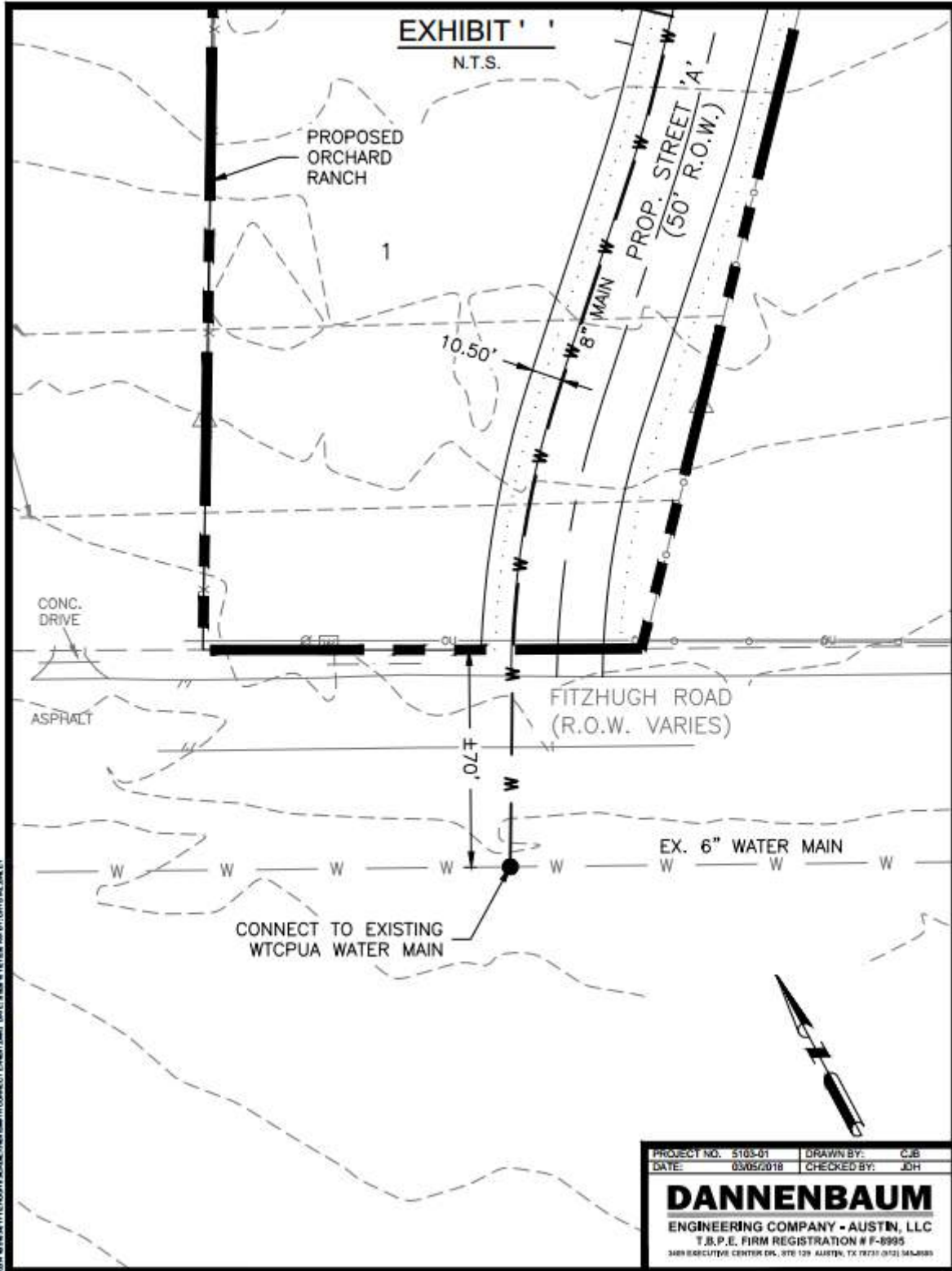
EDWARD RUMSEY
TX R.P.L.S. No. 5729
Job No. A0509917

11/02/2017
Date

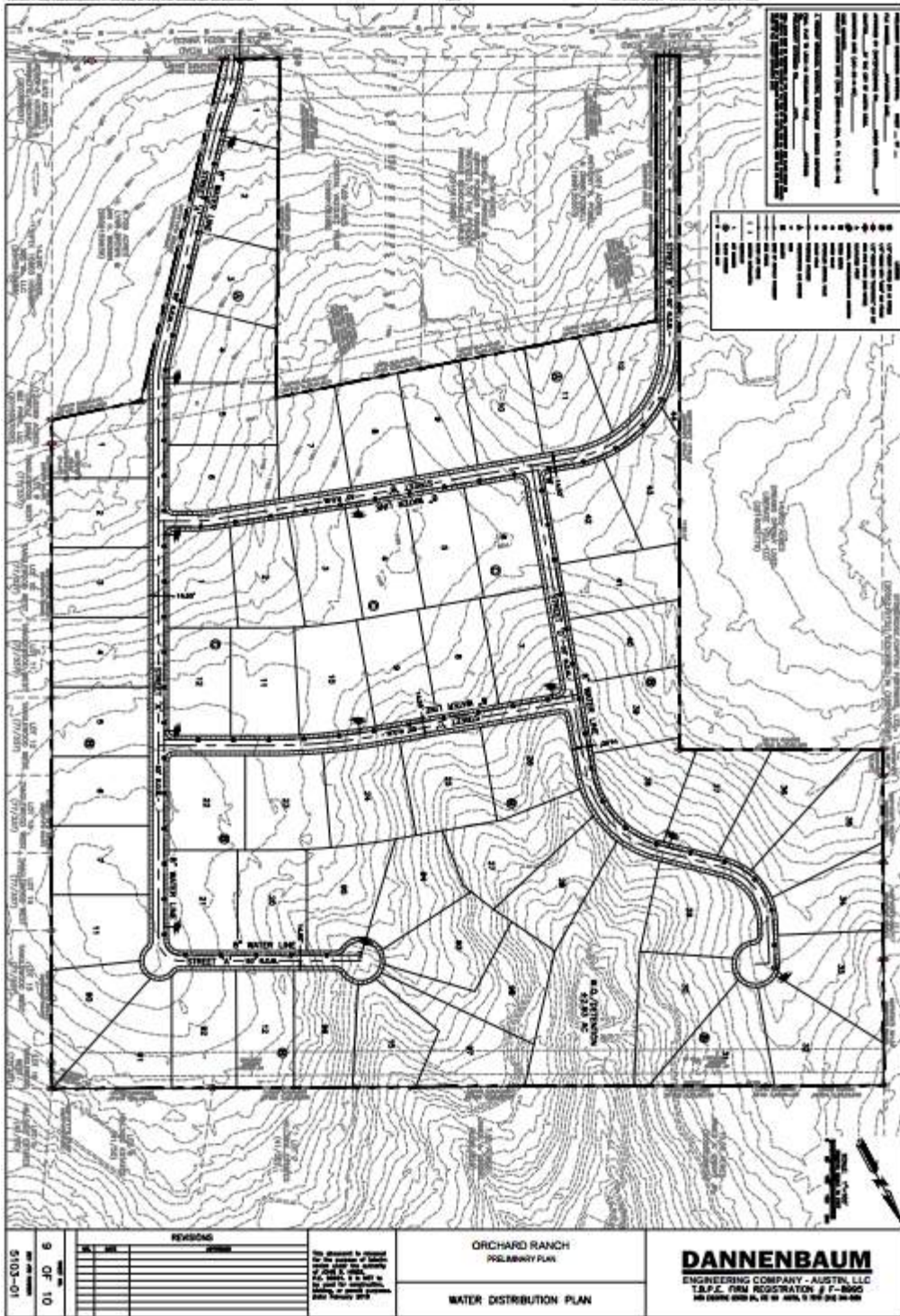


EXHIBIT B

DEVELOPER FACILITIES



PROJECT NO. 5103-01	DRAWN BY: CJB
DATE: 03/05/2018	CHECKED BY: JOH
DANNENBAUM	
ENGINEERING COMPANY - AUSTIN, LLC	
T.J.P.E. FIRM REGISTRATION # F-8995	
3408 EXECUTIVE CENTER DR., STE 129 AUSTIN, TX 78731-0121 (512) 344-8883	



10-2012 DATE OF PLAN	9 OF 10 SHEETS	REVISIONS	
		NO.	DESCRIPTION

ORCHARD RANCH
PRELIMINARY PLAN

WATER DISTRIBUTION PLAN

DANNENBAUM
ENGINEERING COMPANY - AUSTIN, LLC
T.E.P.C. FIRM REGISTRATION # F-8602
M.B. ENGINEERING INC. 16160 ROAD 13 WEST 2ND DEGREE

V. STAFF REPORTS

ITEM A

General Manager's Report
June 21, 2018

1. Bi-Weekly Engineering Staff Meeting, May 10, 2018.
2. Completed review of CCNG Conveyance Agreement for East Village, May 11, 2018.
3. Meeting with Developers for Headwaters Commercial Project, May 11, 2018.
4. Meeting with MEC to discuss Raw Water Pump Station Project, May 11, 2018.
5. Completed review of Galleria Oaks Building B Office Lease with LG, May 11, 2018, and final review May 30, 2018.
6. Completed review of ESRI ARC GIS proposal for possible staff water and wastewater mapping operations, May 14, 2018.
7. Received comments back from City of Bee Cave on design plans for Bohl's wastewater treatment plant expansion and beneficial water recycling facility, May 15, 2018.
8. Completed draft development of FY2019 Budget, Impact Fee Study and Rate Study calendar, May 16, 2018.
9. Meeting with Stan Nelke to review VT Scada implementation project, May 16, 2018. Project scheduled to be complete by June 30, 2018. Converting from old Wonderware system at Raw Water Intake Pump Station, Water Treatment Plant, Pump Stations, Water Tanks, Wastewater Treatment Plants, Effluent Ponds, and major Lift Stations.
10. Introductory meeting with Terry Booth of Bee Cave, May 18, 2018.
11. Meeting with Jacqui Dodson, architect, to select floor, cabinet, counter, and wall finishes for new office at Galleria Oaks Building B, May 18, 2018.
12. Completed Agreement with City of Austin for Emergency Interconnect, May 18, 2018.
13. U.S. Fish and Wildlife public notice issued for second raw water line, May 21, 2018.
14. Sent thank you letters to DSWSC, TCMUD 12, and TCWCID 20 for assistance with the Raw Water Pump Intake expansion and upgrade project, May 21, 2018.
15. Sent letter to Travis County Commissioners requesting plat note addition of MOU compliance for Longhorn Development in Deer Creek Ranch Water Co. LLC service territory, May 21, 2018.
16. Provided monthly progress update to Lakepointe Customers on WWTP upgrade project, May 21, 2018.

17. Completed review of Jerry Kyle proposed Bond Services Engagement Letter for Orrick, Herrington, and Sutcliffe, LLP, May 22, 2018.
18. Completed execution of Parten Ranch NSSA Amendment 2, Highpointe UFAA Amendment 3, Springhollow MUD Lease Agreement for Parten Ranch, and Springhollow MUD Billing Services Agreement for Parten Ranch, May 24, 2018. Received \$996,226 in pre-paid Impact Fees for Parten Ranch Phase 1, 77 LUEs, May 7, 2018
19. Received and reviewed TCEQ TLAP Major Amendment processing procedures from Lloyd Gosselink, including contested case hearings, May 24, 2018.
20. Monthly Customer Service Meeting, May 25, 2018.
21. Toured pump stations to review water tank and pump painting projects, May 30-31, 2018.
22. Meeting with Morgan Tract of Bee Cave to discuss SER review process, May 31, 2018.
23. Conference call with MEC, Inc. and ACI Group to review USFWL permitting requirements of Second Raw Water Line Project, June 4, 2018.
24. Conference call with MEC, Inc. and LG regarding Lakepointe MUD easement for Second Raw Water Line Project, June 4, 2018
25. Completed review of draft mutual release Agreement with LSM Ranch, LTD, June 4, 2018.
26. Bi-weekly Engineering Staff Meeting June 4, 2018.
27. Lakepointe Manhole Rehabilitation Project bid June 5, 2018:
 - Austin Underground - \$278,000.00
 - JBS Underground - \$286,462.65
 - TGray Utility - \$496,435.00

 - Engineer's cost estimate - \$377,100.00.
28. Customer Academy, June 8, 2018.
29. Review of Annual Management Staff Goals, June 11-15, 2018.
30. Meeting with MEC and Heddin Consultants to review Impact Fee Study and Budget and Rate Planning Calendar, June 11, 2018.
31. Capital Project update meetings with Engineering Consultants June 11-15, 2018.
32. Continuing audit of Wholesale Customers for number of reported connections and corresponding Impact Fee payments.

33. Continuing audit of Belterra Commercial Project for Hays WCID No. 1 compliance with water allocation and Impact Fee requirements.

ITEM C

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – JUNE 21, 2018
Page 1 of 5

SER UPDATE(S):

NEW:

- Joseph Dole (1 LUE) – 14630 Sawyer Ranch Road

PENDING SERVICE AVAILABILITY LETTER/NSSA EXECUTION:

- Bannockburn Baptist Church (3 LUE's) – 264 American Way
- Jeff and Angela Perry (1 LUE) – 12910 Shoshini Trail
- Locktite Storage (2 LUE's) – 2894 E Hwy 290
- QuikTrip #433 (7 LUE's) – 290/Sawyer Ranch Road
- Ricardo Martinez (1 LUE) – 6818 Caudill Lane
- Salim Solem (1 LUE) – 9000 Atwater Cove

UNDER ENGINEERING REVIEW:

- Allstor (1 LUE)
 - Construction Plan Review in Progress
- Lake Travis Fire Rescue (4 LUE's):
 - Construction Plan Review in Progress
- Parten Ranch Phase II:
 - Construction Plan Review in Progress
- Preserve at Oakhill (17):
 - Construction Plan Review in Progress
- Spillman Ridge (88 LUE's) – W SH 71
 - Modeling underway

PENDING APPLICANT ACTION:

- Bauerle Office Center (3 LUE's)
 - Construction plan review complete, comments provided
 - Resubmittal pending
- Bee Cave Parkway (The Terrace):
 - Plan Resubmittal received, review complete, comments addressed
 - On-going coordination between Design Engineer and City of Bee Cave
- Beerburg Brewery (11 LUE):
 - Construction plan review complete, comments provided
 - Pending fee payment
- Bloom – Building F Project (The Terrace):
 - Plan Resubmittal received, comments addressed
 - On-going coordination between Design Engineer and City of Bee Cave

ENGINEERING PROJECT STATUS UPDATE

BOARD MEETING – JUNE 21, 2018

Page 2 of 5

SER UPDATE(S): (Con't)

PENDING APPLICANT ACTION:

- Darden Hill Storage (1 LUE):
 - Construction plan review complete, comments provided
 - Resubmittal pending
 - NSSA Pending

- Ethan's View (The Terrace):
 - Plan Resubmittal received, comments addressed
 - On-going coordination between Design Engineer and City of Bee Cave

- Mantra Medical (11 LUE's) – 12316 FM Road 1826
 - Board Approval, May
 - Pending Fee Payment
 - NSSA Execution Pending

- Crystal Creek Office (Office Warehouse) (5 LUE's) – 415 Crystal Creek
 - NSSA Execution Pending
 - Construction Plan Submittal pending

- Morgan Tract (83 LUE's)
 - Board Approval, March
 - NSSA Execution Pending
 - Construction Plan submittal pending

UNDER CONSTRUCTION:

- Animal Care Center
- Anthem at Ledgestone Apartments
- Burba
- Code Ranch
- Highpointe Phase I, Section 3A
- Juniper Trace
- Ledgestone Independent Living Phase II
- Rutherford West, Section 5
- Signal Hill Estates (Grumbles Tract)

CLOSE-OUTS:

- Gateway to Falcon Head Office
- Key Ranch Section 3
- Sunset Canyon Baptist Church

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – JUNE 21, 2018
Page 3 of 5

CIP:

CP&Y:

- Lake Pointe Plant Improvements
 - PrimeSpec
 - Construction In-Progress, Construction Progress Meetings on-going
 - Substantial Completion, May 27, 2018
 - Change Order 1 - \$15K – Guide Rails EQ Basins; additional days – 15
 - Change Order 2 - \$6.5K – Sole Plates; additional days – 14
 - Change Order 3 - \$8.4K – Stilling Well; additional days – 22
 - Change Order 4 - \$2,351.13 – Pump No. 4 Repair & Reinstallation
 - Start-up scheduled for early June 19; additional days - 6

- Tank and Pump Station Coating Improvements
 - CFG Industries
 - Construction In-Progress, Construction Progress Meetings on-going
 - Substantial Completion, 9/12/18
 - Change Order 1 – (\$35,900.00) – Add - \$8.1K; Deduct - \$44K – SW Site
 - Change Order 2 - \$93.6K – Additional Tank Repairs; additional days - 12

- Uplands WTP Trident Office Building & Improvements
 - 60% Design Submittal received 03/23/18
 - 60% Design Review meeting held during April 2018
 - 60% comments pending

- MH Rehab:
 - Bid Opening held, June 5
 - Apparent low bidder – Austin Underground - \$278,000.00
 - June Board Approval

- Effluent Line (Park at Bee Cave)
 - Pending design work pending evaluation of the overall effluent system hydraulics

Murfee Engineering:

- Raw Water Intake Expansion and Rehabilitation
 - Payton Construction, Inc. - \$1.13M
 - Construction ongoing
 - Change Order No. 1 – \$74,263 – June Board Approval
 - Change Order No. 2 - \$52,000 – June Board Approval

- 1340 Elevated Storage Tank:
 - Landmark Structures - \$1.66M
 - Project submittal underway,
 - Contractor anticipating mobilization to site during June/
July pending shaft crew availability

ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – JUNE 21, 2018
Page 4 of 5

CIP: (con't)

Murfee Engineering:

- 1340 Transmission Main
 - Bid Opening held on 1/23/18
 - Board Approval, February Board
 - Notice to proceed has been issued
 - Pre-Construction Meeting held 1/24/18
 - Pre-Construction Meeting with various entities (City of Austin, TxDOT, City of Dripping Springs, Hays county) to be held 6/19/18

- Bee Cave 1080 Transmission Main
 - PER received, comments provided, responses received
 - Board Approval, December Board
 - ROE's, easement identification and acquisitions underway
 - SUE work underway

- Beneficial Water Recycling Project
 - Design on-going
 - On-going coordination with City of Bee Cave with the Site/NPS review

- Bohl's WWTP Expansion:
 - Project Design on-going
 - Site plan received 03/09/18, no comments
 - On-going coordination with City of Bee Cave on the Site/NPS Review

- Home Depot Pump Station Conversion and Rehabilitation (1280 Pressure Plane Improvements)
 - Operational strategy has been formulated, discussion with electrical engineer on-going
 - Hydraulic modeling on-going

- Second Raw Water Line No. 2:
 - Design documents pending
 - Public comment period on-going, end of comment period nearing
 - Targeting Construction Phase after Golden-Cheeked Warbler Nesting Season
 - Site plan application to City of Bee Cave in progress

- Southwest Parkway Pump Station Site:
 - Design underway for GST
 - On-going coordination with LCRA and Nature Conservancy to provide City of Austin documentation regarding the site plan application

- Wastewater Permit Major Amendment:
 - Application administratively complete, technical review underway

- West Bee Cave Pump Station Ground Storage Tank No. 2
 - Site Development Permit drawings have been submitted to City of Bee Cave for approval

**ENGINEERING PROJECT STATUS UPDATE
BOARD MEETING – JUNE 21, 2018
Page 5 of 5**

CIP: (con't)

Murfee Engineering:

- Other:
 - 2018 Impact Fee Study

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: June 12th, 2018

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

FROM: Dennis Lozano, P.E.

RE: Capital Improvements Plan Projects Update – June 2018

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

MEC File No.: 11051.120

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

Raw Water Line No. 2

The public comment period on the proposed action (issuance of the ITP) is nearing its close. So far two comments have been received—neither are of concern. Construction plans for the project have reached the 90% milestone and are in preliminary constructability review prior to submittal to the WTCPUA. Preparation of a site plan application package for submittal to the City of Bee Cave is underway.

Wastewater Permit Major Amendment

The Major Amendment Application is currently in technical review. A request for Board approval of an amendment to the engineering services agreement for additional, unanticipated costs is forthcoming.

Beneficial Water Recycling Project

The sampling protocol is complete and results are being catalogued and digitized. We are still waiting on some microbial results from the main analytical lab and their subs so the full source water characterization can be completed and submitted to the TCEQ. Preparation of the source water characterization submittal is nearly complete and the pilot protocol, which we will submit for review simultaneously, is currently in preparation. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between

unit processes and equipment.

1340 Transmission Main

Pre-construction conferences have been conducted with the contractor and WTCPUA staff. The contractor has mobilized in some areas and installation of erosion and sedimentation controls is ongoing in preparation for environmental preconstruction conferences with the City of Dripping Springs, Hays County, and the City of Austin. Though slow to start due to contractor work scheduling and the number of jurisdictional hoops that need to be jumped through, the project is still on schedule and will begin seeing major production in the next couple of months.

1340 Elevated Storage Tank

Submittals processing is ongoing. The contractor has completed the tank foundation and demobilized the excavation and groundwork crew. The shaft crew will mobilize likely following completion of the TCMUD 22 EST shaft, which they are moving through now. That mobilization is likely to occur within two months. The project is currently on schedule.

Raw Water Intake Expansion and Rehabilitation

Mechanical work in the pump station is ongoing. Some additional items of concern have been noted and are being addressed including significant deterioration of the submerged compressed air piping and the presence of zebra mussels in the intake structure. The new expanded pump is scheduled for delivery and installation in July. The pump station is currently capable of producing its full firm capacity of 22 MGD. Coordination with WTCPUA operations is ongoing.

Bohls WWTP Expansion Design

The site development permit application was submitted to the City of Bee Cave and some preliminary comments have been received. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Southwest Parkway Pump Station Expansion

Coordination with the LCRA and The Nature Conservancy is ongoing and we are in the process of securing documentation to provide to the City of Austin that the Nature Conservancy acknowledges and consents to the inclusion of a portion of their property in our site plan application. The property will not be used for construction or included in the limits of construction for any purpose, but will remain an "undisturbed area" in perpetuity. Direction has been received on the tank type and capacity and design is proceeding on schedule.

1080 Transmission Main

Using the recommended alternative alignment from the Preliminary Engineering Report, landowner information has been confirmed and updated and draft Right of Entry (RoE) forms along with transmittal letters have been sent to begin the easement identification and acquisition process. Many RoEs have been received and conversations with landowners are ongoing. More in-depth subsurface utility information gathering is underway and additional field work is imminent to begin the detailed alignment establishment.

Home Depot Pump Station Rehabilitation

We have conducted site visits to catalog equipment and document the pump station in detail as well as reviewed original design drawings and all record information. Additionally, an operational strategy has been formulated and discussed with the electrical engineer. Pump alternatives analysis selection is underway.

West Bee Cave Pump Station Ground Storage Tank No. 2

Draft site development permit drawings have been prepared and submitted to the WTCPUA for review. Direction has been received on the tank type and capacity and design is proceeding on schedule.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Raw Water Line No. 2	Permitting	\$495,560	\$52,900	\$548,460	99%	Q1 2018	Q3 2019
	Design	\$350,707	N/A	N/A	90%	Q2 2018	Q3 2019
Wastewater Permit Major Amendment	Technical Review	\$51,000	\$99,000	\$150,000	99%	Q3 2017	2018-2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	N/A	20%	Q3 2018	Q4 2019
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	89%	Q2 2018	Q4 2018
1340 Transmission Main	Construction	\$2,313,549	N/A	N/A	7%	Q4 2018	Q4 2018
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	15%	Q1 2019	Q1 2019
RWI Expansion & Rehab	Construction	\$1,132,000	N/A	\$117,480	75%	Q2 2018	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	60%	Q4 2018	Q4 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q4 2017	Q3 2018
Home Depot PS Rehab	Design	\$78,860	N/A	\$78,860	75%	Q2 2018	Q4 2018
West Bee Cave PS GST 2	Permitting & Design	\$162,350	N/A	\$162,350	55%	Q2 2018	Q1 2019

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



Partners for a Better Quality of Life

June 13, 2018

Mr. Robert Pugh, General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

Re: WTCPUA Project Status Summary – June 2018 – Project Nos. 23008 & 1800076

Dear Rob:

Please find the following status report for the active projects that I am project manager for and on which CP&Y (The Wallace Group) is currently working with West Travis County PUA.

1. Lake Pointe WWTP Improvements – The general contractor, Prime Spec Constructors, completed installation of the new pump bases (2) and guiderail systems (2) in Plant #2 EQ on December 2, 2017. They have also completed the new concrete pump bases and sole plates on all four vertical turbine effluent pumps. The chlorine contact basin new baffle walls and work is complete (week of February 5) and operational. The foundation for the new mechanical screen support was poured on March 2. The new mechanical bar screen and conveyor system has been installed. The screen startup is scheduled for June 19, 2018
2. Tank & Pump Station Recoating Project (eight locations) – This project began construction on December 4, 2017. The Contractor, CFG Industries, completed work on the Dripping Springs elevated storage tank (EST) the week of January 29, 2017. They are currently working on six of the tank/pump station sites: County Line, Bee Cave, Hamilton Pool, Home Depot, Seven Oaks and Southwest. The recoating work on the pump stations/piping is complete, with only the tank coatings portion and repair of buildings/supports work remaining. The project has a substantial completion date of September 12, 2018. Provided there are no significant future delays due to inclement weather that prevents tank blasting and painting operations, the Contractor currently anticipates finishing construction by August 2018.
3. Uplands WTP & High Service Pump Station Renovations – This project began in December 2017 with the design team conducting site visits and beginning preliminary design efforts. The Engineer has submitted 60% project design documents and we completed that review meeting with PUA staff on April 23. Staff is currently compiling individual staff 60% review comments and will issue those to CPY soon in order to allow us to proceed with the 90% design documents.

Thank you and should you have any questions please call me at 512-492-6855 or at swetzel@cpyi.com written communications.

Sincerely,

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124
(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com





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

Cc: File 23008 & WTCP1800076

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

Operations Report

June 14, 2018

Executive Summary

Consumer Confidence Reports were delivered to customers the week of June 11th, 2018. TCEQ informed us that an old MCL violation from 2005 was required to be included in the CCR. The violation was from a routine bacteriological sample that TCEQ apparently never received. Unfortunately, we do not have records that far back that would help us invalidate this violation. Therefore, in order to maintain our Superior Water Status we were obligated to issue a public notice.

Critical Issues

Water demand is beginning to increase with the rising temperatures. We are now seeing the early stages of peak season demands, with demand averaging 13 MGD. This additional consumption will be closely monitored as we navigate through 2 important CIP projects. The RWIP Station Project and the Tank Painting and Recoating Project are two critical projects that will be closely monitored to ensure water delivery is not be interrupted.

Noteworthy Events

Mr. Ben Bourland completed his CDL requirements. The PUA now has 3 CDL drivers.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of May 2018. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Process Overview of Month:

Water Treatment Plant	Actual
AVG Raw Water	8.768 MGD
AVG Treated Water	8.574 MGD
PEAK Treated Water	12.096 MGD
AVG CFE Turbidity	0.10 NTU
AVG Chlorine	3.06 mg/l

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.364 MGD	0.675 MGD
MAX Flow	0.616 MGD	
AVG BOD	1.80 mg/l	5 mg/l
AVG Fec.Coli	1.80 mg/l	20 mg/l
AVG NH3	0.06 mg/l	2 mg/l
AVG Turbidity	1.10 mg/l	3 mg/l

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.270 MGD	0.325 MGD
MAX Flow	0.393 MGD	
AVG BOD	2.40 mg/l	5 mg/l
AVG Fec.Coli	1.80 mg/l	20 mg/l
AVG NH3	0.07 mg/l	2 mg/l
AVG Turbidity	1.05 mg/l	3 mg/l

Other Performance Measures

During the month of April approximately 519,000 gallons of water was flushed from different areas of the system. The flushing program moves water through the system and helps improve water quality.

Public Relations

A Customer Academy was held Friday June 8th. Customers had a chance to hear about PUA facts and take a tour of the water plant and wastewater plant facilities. The response from everyone is always positive. People say it was very informative and they enjoyed seeing how the facility operates.

Safety Performance

There were zero reportable injuries for the month of May 2018.

Safety topic(s) this month:

- Animal Awareness
- Chemical Handling and Storage

Personnel

The vacancies for Pump and Motor Operator and Water Plant Operator positions remain open. Advertisements are posted, and we expect to backfill both positions soon.

Miscellaneous

- A 16" water meter was ordered for the Water Treatment Plant. The meter will measure water flow to SWPKY Pump Station. This will improve operations by helping the operators measure the demand and balance the flow between the 290 and the 71 systems.
- The annual HACH calibration service agreement was terminated. Water plant operators will perform the required calibrations and end the \$16,000 annual agreement costs.
- Several Pump Stations have been completed on the Tank and Recoating Project. The project is progressing well. Photos of several pump stations attached.

Southwest Parkway



Hamilton Pool Pump Station



West Bee Cave Pump Station



County Line Pump Station



West Travis County Public Utility Agency Billing Summary Report



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



**Summary of Retail Billed Revenues
Water Utility**

Bee Cave District	April 3/10-4/7	May 4/8-5/9	June 5/10-6/8	July 6/9-7/10	August 7/11-8/8	September 8/9-9/8	October 9/9-10/9	November 10/10-11/9	December 11/10-12/8	January 12/9-1/10	February 1/11-2/9	March 2/10-3/9	April 3/10-4/10	12 Month Total
Commercial Water	\$ 26,176	\$ 23,768	\$ 25,066	\$ -	\$ 32,160	\$ 32,463	\$ 41,543	\$ 35,189	\$ 23,529	\$ 22,947	\$ 24,449	\$ 22,517	\$ 28,570	\$ 338,377
Commercial Base Water	22,071	22,071	22,225	-	23,369	23,420	23,536	23,844	24,004	24,254	24,408	24,431	24,455	\$ 282,088
Fire Hydrant Water	4,787	13,093	8,460	-	7,805	22,384	22,296	20,222	11,841	8,377	9,900	10,508	12,713	\$ 152,386
Multi Use Water	51,252	48,805	50,937	-	49,764	54,361	48,143	52,308	47,418	49,020	50,142	45,968	47,626	\$ 595,745
Residential Base Water	118,567	118,891	118,979	-	119,439	119,843	119,951	120,107	121,119	122,407	123,023	123,270	124,543	\$ 1,450,137
Residential Water	168,779	271,360	306,364	-	484,033	443,527	353,714	288,006	213,128	141,241	128,794	102,210	190,478	\$ 3,091,634
Irrigation Water	50,628	61,039	74,031	-	96,201	105,463	103,193	66,024	54,196	26,908	23,130	23,122	27,954	\$ 711,889
TOTALS	\$ 442,259	\$ 559,027	\$ 606,062	\$ -	\$ 812,771	\$ 801,460	\$ 712,377	\$ 605,700	\$ 495,236	\$ 395,154	\$ 383,846	\$ 352,026	\$ 456,339	\$ 6,622,256

Bee Cave South	April 3/30-4/28	May 4/29-5/30	June 5/31-6/29	July 6/30-7/31	August 8/1-8/30	September 8/31-9/29	October 9/30-10/30	November 10/31-11/30	December 12/1-12/29	January 12/30-1/31	February 2/1-3/1	March 3/2-3/29	April 3/30-4/30	12 Month Total
Commercial Water	\$ 25,138	\$ 26,373	\$ 32,232	\$ 31,963	\$ 28,654	\$ 25,715	\$ 25,710	\$ 26,367	\$ 23,262	\$ 29,974	\$ 23,419	\$ 22,285	\$ 26,524	\$ 347,617
Commercial Base Water	7,026	6,972	6,972	6,972	7,026	7,026	7,026	7,035	7,026	7,031	7,026	7,109	7,222	\$ 91,473
Fire Hydrant Water	932	1,254	2,215	2,200	593	784	735	574	431	688	2,411	5,601	5,601	\$ 24,021
Residential Base Water	74,968	75,013	75,266	75,498	75,519	75,498	75,507	75,592	75,646	75,768	75,764	75,865	75,902	\$ 981,807
Residential Water	88,508	118,857	163,190	230,883	198,023	131,733	97,370	66,024	63,363	79,713	55,708	69,080	94,908	\$ 1,486,276
TOTALS	\$ 196,573	\$ 228,469	\$ 279,875	\$ 347,517	\$ 309,816	\$ 240,756	\$ 206,349	\$ 204,509	\$ 169,729	\$ 193,174	\$ 164,328	\$ 179,941	\$ 210,158	\$ 2,931,194

Homestead / Meadow Fox	April 3/21-4/19	May 4/20-5-18	June 5/19-6/19	July 6/20-7/19	August 7/20-8/17	September 8/18-9/18	October 9/19-10/18	November 10/19-11/17	December 11/18-12/18	January 12/19-1/17	February 1/18-2/16	March 2/17-3/19	April 3/20-4/18	12 Month Total
Residential Base Water	\$ 6,915	\$ 6,913	\$ 6,923	\$ 6,911	\$ 6,915	\$ 6,918	\$ 6,969	\$ 6,957	\$ 6,957	\$ 6,957	\$ 6,957	\$ 6,932	\$ 6,915	\$ 90,138
Residential Water	10,417	10,379	9,614	10,852	12,656	10,331	9,553	8,103	7,661	5,778	5,203	7,054	7,478	\$ 115,079
TOTALS	\$ 17,331	\$ 17,292	\$ 16,537	\$ 17,763	\$ 19,570	\$ 17,250	\$ 16,522	\$ 15,060	\$ 14,618	\$ 12,735	\$ 12,160	\$ 13,985	\$ 14,393	\$ 205,217

290 / HPR	April 3/23-4/21	May 4/22-5/22	June 5/23-6/21	July 6/22-7/21	August 7/22-8/21	September 8/22-9/20	October 9/21-10/20	November 10/21-11/21	December 11/22-12/20	January 12/21-1/19	February 1/20-2/20	March 2/21-3/21	April 3/22-4/20	12 Month Total
Commercial Water	\$ 4,505	\$ 4,402	\$ 5,283	\$ 4,030	\$ 5,449	\$ 8,123	\$ 5,685	\$ 8,738	\$ 3,602	\$ 3,109	\$ 3,537	\$ 3,670	\$ 3,380	\$ 63,513
Commercial Base Water	2,295	2,295	2,295	2,295	2,295	2,277	2,295	2,550	2,509	2,509	2,509	2,509	2,524	\$ 31,155
Fire Hydrant Water	4,844	13,084	11,901	49,445	39,348	9,526	7,773	7,336	5,431	3,052	3,550	7,701	12,312	\$ 175,304
Residential Base Water	112,022.26	112,597	113,150	113,970	114,465	115,214	115,667	116,382	117,206	117,622	118,121	118,991	119,896	\$ 1,393,281
Residential Water	168,533	263,441	265,167	400,311	454,912	300,979	215,523	194,262	139,479	91,126	94,224	111,789	196,602	\$ 2,896,348
Irrigation Water	6,065	13,488	42,958	41,197	60,731	38,682	21,991	32,011	12,918	2,357	2,354	6,588	16,331	\$ 297,670
TOTALS	\$ 186,242	\$ 409,306	\$ 440,753	\$ 611,247	\$ 677,199	\$ 474,801	\$ 368,934	\$ 361,280	\$ 281,143	\$ 219,774	\$ 224,295	\$ 251,249	\$ 351,046	\$ 4,857,271

GRAND TOTALS	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Water	\$ 55,818	\$ 54,543	\$ 62,581	\$ 35,993	\$ 66,264	\$ 66,301	\$ 72,939	\$ 70,295	\$ 50,393	\$ 56,031	\$ 51,405	\$ 48,473	\$ 58,474	\$ 749,508
Commercial Base Water	\$ 31,392	\$ 31,338	\$ 31,493	\$ 9,267	\$ 32,690	\$ 32,723	\$ 32,858	\$ 33,429	\$ 33,539	\$ 33,793	\$ 33,943	\$ 34,048	\$ 34,202	\$ 404,715
Fire Hydrant Water	\$ 10,564	\$ 27,431	\$ 22,576	\$ 51,646	\$ 47,747	\$ 32,694	\$ 30,804	\$ 28,132	\$ 17,702	\$ 12,117	\$ 15,861	\$ 23,811	\$ 30,626	\$ 351,711
Multi Use Water	\$ 51,252	\$ 48,805	\$ 50,937	\$ -	\$ 49,764	\$ 54,361	\$ 48,143	\$ 52,308	\$ 47,418	\$ 49,020	\$ 50,142	\$ 45,968	\$ 47,626	\$ 595,745
Residential Base Water	\$ 200,450	\$ 313,413	\$ 314,318	\$ 196,379	\$ 316,338	\$ 317,472	\$ 318,094	\$ 319,038	\$ 320,927	\$ 322,754	\$ 323,865	\$ 325,057	\$ 327,257	\$ 3,915,362
Residential Water	\$ 436,236	\$ 403,704	\$ 744,335	\$ 642,046	\$ 1,149,623	\$ 886,571	\$ 676,161	\$ 585,311	\$ 423,632	\$ 317,858	\$ 283,929	\$ 290,133	\$ 489,467	\$ 7,329,004
Irrigation Water	\$ 56,693	\$ 74,527	\$ 116,988	\$ 41,197	\$ 156,932	\$ 144,145	\$ 125,184	\$ 98,035	\$ 67,114	\$ 29,265	\$ 25,484	\$ 29,710	\$ 44,285	\$ 1,009,560
TOTALS	\$ 842,405	\$ 953,762	\$ 1,343,227	\$ 976,527	\$ 1,819,357	\$ 1,534,267	\$ 1,304,183	\$ 1,186,548	\$ 960,725	\$ 820,838	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 14,355,605

FYE 2016 Budgeted Revenues

Retail Water



**Summary of Retail Billed Revenues
Wastewater Utility**

Bee Cave District	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Sewer	\$ 58,628	\$ 55,186	\$ 56,944	\$ -	\$ 58,290	\$ 60,568	\$ 64,797	\$ 64,362	\$ 65,815	\$ 51,670	\$ 52,217	\$ 58,377	\$ 59,069	\$ 705,923
Multi Use Sewer	\$ 62,614	\$ 61,776	\$ 64,003	\$ -	\$ 62,835	\$ 67,697	\$ 61,198	\$ 65,537	\$ 61,096	\$ 62,409	\$ 63,732	\$ 59,408	\$ 61,148	\$ 753,452
Grinder Surcharge	\$ 1,000	\$ 998	\$ 974	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 1,000	\$ 12,970
Residential Sewer	\$ 199,311	\$ 205,609	\$ 204,646	\$ -	\$ 209,080	\$ 209,016	\$ 206,721	\$ 205,249	\$ 199,723	\$ 193,359	\$ 190,646	\$ 182,804	\$ 204,255	\$ 2,410,419
TOTALS	\$ 321,553	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 307,595	\$ 301,587	\$ 325,472	\$ 3,882,764

FYE 2016 Budgeted Revenues

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

	April	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	11,353	10,504	15,537	-	17,729	17,194	14,839	19,895	19,895	9,657	10,300	10,402	9,357
Bee Cave South	2,001	1,297	2,162	2,959	4,042	2,965	1,167	1,272	1,865	1,080	1,329	2,041	1,803
Homestead / Meadow Fox	4,212	4,295	4,476	4,443	4,515	4,476	4,541	4,444	4,490	4,425	4,339	4,508	4,477
290 / HPR	4,970	4,406	6,193	6,472	10,966	12,627	6,323	5,123	6,260	3,685	2,944	3,313	4,014
TOTALS	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847	\$ 18,913	\$ 20,264	\$ 19,651

FYE 2016 Budgeted Revenues

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

Hays MUD 4	April	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	8,093	8,193	8,552	8,615	8,583	8,421	8,279	8,065	7,458	7,542	7,321	7,810	7,806
TOTALS	\$ 8,093	\$ 8,193	\$ 8,552	\$ 8,615	\$ 8,583	\$ 8,421	\$ 8,279	\$ 8,065	\$ 7,458	\$ 7,542	\$ 7,321	\$ 7,810	\$ 7,806

TC MUD 16	April	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	24,106	24,723	24,740	26,098	26,483	26,435	26,143	26,200	23,434	23,564	23,708	25,055	26,669
TOTALS	\$ 24,106	\$ 24,723	\$ 24,740	\$ 26,098	\$ 26,483	\$ 26,435	\$ 26,143	\$ 26,200	\$ 23,434	\$ 23,564	\$ 23,708	\$ 25,055	\$ 26,669



Summary of Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	April	May	June	July	August	September	October	November	December	January	February	March	April
	4/16-5/15	5/16-6/15	6/16-7/15	7/16-8/15	8/16-9/15	9/16-10/15	10/16-11/15	11/16-12/15	12/16-1/15	1/16-2/15	2/16-3/15	3/16-4/15	4/15-5/15
Barton Creek West	\$ 32,282	\$ 31,685	\$ 37,409	\$ 45,461	\$ 37,493	\$ 32,279	\$ 30,155	\$ 24,954	\$ 22,837	\$ 19,338	\$ 18,943	\$ 27,024	\$ 28,328
Headwaters	17,600	20,490	21,504	25,553	22,241	19,361	18,082	17,306	16,085	16,101	16,272	16,947	17,931
City of Dripping Springs (Blue Blazes)										681	2,590	432	432
Crystal Mountain HOA	3,617	5,073	5,899	6,773	5,436	4,795	4,836	4,579	4,502	3,897	3,677	4,745	4,805
Deer Creek Ranch	16,399	16,872	18,257	20,035	17,255	16,378	15,865	14,846	13,764	13,862	12,914	15,296	16,699
Dripping Springs WSC	53,360	48,138	54,200	61,483	48,681	46,455	47,295	41,943	39,657	41,696	38,307	49,405	45,689
Eanes ISD	1,760	1,497	1,354	1,833	2,039	1,655	1,563	1,447	1,146	1,335	1,162	1,801	1,565
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	45,303	41,021	50,036	58,082	45,503	42,576	41,038	36,167	30,648	32,411	30,532	37,760	42,558
Hays WCID 2	37,715	39,835	44,667	52,531	41,286	37,713	36,655	31,566	26,566	27,483	26,810	34,552	39,140
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	28,410	28,903	29,987	35,361	32,072	33,620	29,844	28,844	22,306	23,081	21,995	30,219	31,624
Masonwood	10,966	12,547	12,978	15,004	14,735	13,046	12,775	11,056	9,331	9,555	6,702	20,241	13,980
Reunion Ranch	14,891	15,212	18,403	24,261	19,892	18,758	18,061	12,586	9,856	10,464	9,723	13,750	19,303
Senna Hills	18,919	18,320	20,700	24,860	20,973	18,574	16,779	14,725	13,784	13,774	12,557	15,545	18,375
Travis County MUD 12	52,234	54,396	55,278	62,835	57,548	53,965	54,823	49,671	46,111	48,305	43,770	52,476	57,884
TOTALS	\$ 333,456	\$ 333,989	\$ 370,672	\$ 434,070	\$ 365,154	\$ 339,175	\$ 327,770	\$ 289,690	\$ 256,595	\$ 261,983	\$ 245,955	\$ 320,191	\$ 338,314

FYE 2016 Budgeted Revenues

Wholesale Water

Wholesale Wastewater

Revenue	April	May	June	July	August	September	October	November	December	January	February	March	April
Masonwood Wastewater	\$ 19,690	\$ 21,775	\$ 20,629	\$ 23,441	\$ 23,181	\$ 22,279	\$ 23,563	\$ 23,234	\$ 23,074	\$ 24,824	\$ 23,976	\$ 26,344	\$ 24,602
WCID 17 Wastewater	18,659	32,137	30,227	32,044	31,803	30,925	32,427	30,740	34,127	30,357	30,314	33,156	31,401
TOTALS	\$ 38,349	\$ 53,912	\$ 50,856	\$ 55,485	\$ 54,984	\$ 53,205	\$ 55,990	\$ 53,974	\$ 57,201	\$ 55,180	\$ 54,289	\$ 59,500	\$ 56,003

FYE 2016 Budgeted Revenues

Wholesale Wastewater

Effluent/Raw Water/Raw Water Deliver

Revenue	April	May	June	July	August	September	October	November	December	January	February	March	April
Brinker Texas (Chillis) Effluent	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Effluent / Raw	-	41,717	35,064	36,711	22,923	16,159	18,529	18,021	10,245	-	-	-	14,884
Connel Falconhead Apts	-	4,870	4,028	5,051	3,004	4,237	2,869	1,591	629	-	-	-	3,921
FalconHead HOA (Spillman) Effluent	-	5,799	7,332	8,125	9,416	3,720	3,670	3,008	629	-	-	-	6,413
Fire Phoenix (Falconhead Golf) Effluent	-	17,826	29,386	42,166	10,956	10,956	19,630	9,408	9,454	-	-	-	24,994
First Star Bank Effluent	-	-	25	29	16	12	25	-	-	-	-	-	16
Lake Travis ISD Effluent / Raw	1,278	653	271	797	715	649	723	715	477	115	119	53	551
WTCMUD3 Raw Water Delivery Chrg	2,031	-	1,375	1,516	-	3	-	1,399	4	16	-	512	976
Embrey Partners	-	789	1,060	1,171	1,356	1,180	1,307	1,171	719	-	-	-	1,163
Ash Creek Homes	-	1,739	1,233	2,261	2,445	1,854	2,088	1,911	41	-	-	-	1,517
Lakeway Dermatology	-	210	267	436	518	41	-	415	53	-	-	-	251
PF Falconhead Retail, LLC.	-	-	-	-	-	-	-	-	-	-	-	-	1,311
TOTALS	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131	\$ 119	\$ 565	\$ 55,997

FYE 2016 Budgeted Revenues

Effluent/Raw Water

TOTAL	\$ 375,114	\$ 461,503	\$ 501,570	\$ 587,819	\$ 471,489	\$ 431,190	\$ 432,600	\$ 381,305	\$ 336,046	\$ 317,294	\$ 300,363	\$ 380,257	\$ 450,314
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FYE 2016 Budgeted Revenues

TOTAL Wholesale/Effluent



Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Water	\$ 842,405	\$ 953,762	\$ 1,343,227	\$ 976,527	\$ 1,819,357	\$ 1,534,267	\$ 1,304,183	\$ 1,186,548	\$ 960,725	\$ 820,838	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 14,355,605
Wholesale Water	333,456	333,989	370,672	434,070	365,154	339,175	327,770	289,690	256,595	261,983	245,955	320,191	338,314	\$ 4,217,014
TOTALS	\$ 1,175,861	\$ 1,287,751	\$ 1,713,899	\$ 1,410,597	\$ 2,184,512	\$ 1,873,442	\$ 1,631,953	\$ 1,476,238	\$ 1,217,320	\$ 1,082,820	\$ 1,030,585	\$ 1,117,392	\$ 1,370,250	\$ 18,572,620

Wastewater Utility	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Wastewater	\$ 321,553	\$ 323,570	\$ 326,567	\$ 1,000	\$ 331,205	\$ 338,280	\$ 333,715	\$ 336,148	\$ 327,634	\$ 308,437	\$ 307,595	\$ 301,587	\$ 325,472	\$ 3,882,764
Wholesale Wastewater	38,349	53,912	50,856	55,485	54,984	53,205	55,990	53,974	57,201	55,180	54,289	59,500	56,003	\$ 698,929
TOTALS	\$ 359,902	\$ 377,482	\$ 377,423	\$ 56,485	\$ 386,189	\$ 391,485	\$ 389,706	\$ 390,123	\$ 384,834	\$ 363,618	\$ 361,884	\$ 361,087	\$ 381,475	\$ 4,581,693

Other	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Other Fees - Retail	\$ 22,537	\$ 20,503	\$ 28,368	\$ 13,874	\$ 37,251	\$ 37,262	\$ 26,869	\$ 30,734	\$ 32,510	\$ 18,847	\$ 18,913	\$ 20,264	\$ 19,651	\$ 327,581
Raw Water/Effluent	\$ 3,309	\$ 73,602	\$ 80,042	\$ 98,264	\$ 51,351	\$ 38,811	\$ 48,840	\$ 37,640	\$ 22,251	\$ 131	\$ 119	\$ 565	\$ 55,997	\$ 510,921
TOTALS	\$ 25,846	\$ 94,105	\$ 108,410	\$ 112,137	\$ 88,602	\$ 76,073	\$ 75,708	\$ 68,374	\$ 54,761	\$ 18,978	\$ 19,032	\$ 20,829	\$ 75,649	\$ 838,502

TOTAL	\$ 1,561,609	\$ 1,759,338	\$ 2,199,732	\$ 1,579,219	\$ 2,659,302	\$ 2,341,000	\$ 2,097,367	\$ 1,934,734	\$ 1,656,915	\$ 1,465,416	\$ 1,411,501	\$ 1,499,308	\$ 1,827,373	\$ 23,992,815
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FYE 2016 Budgeted Revenues



Summary of Total Billed Consumption (1,000 Gallons)
Water Utility

	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Bee Cave	37,813	50,370	53,765	64,715	73,405	70,294	62,622	54,805	43,644	33,513	31,618	27,475	40,193	644,232
Bee Cave South	17,524	21,234	26,643	33,270	30,055	22,869	18,466	18,368	13,762	12,681	14,824	14,824	18,601	264,585
Homestead / Meadow Fox	1,394	1,587	1,559	1,647	1,825	1,629	1,414	1,288	1,246	1,004	938	1,098	1,253	17,882
HPR / Z90	26,828	39,228	40,717	56,427	61,674	45,115	34,725	32,152	23,938	16,610	16,628	20,335	31,716	446,093
Total Retail	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	61,865	63,732	91,763	1,372,792

Wholesale Water	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Barton Creek West	9,454	9,206	11,581	14,922	11,615	9,452	8,571	9,413	5,535	4,083	3,919	7,272	7,813	112,836
City of Dripping Springs (Blue Blazes)	-	-	-	-	-	-	-	-	-	136	-	-	-	136
Headwaters	1,462	3,041	3,595	5,808	3,998	2,424	1,725	1,301	834	15,662	736	1,105	1,643	43,134
Crystal Mountain HOA	577	1,184	1,528	1,892	1,335	1,068	1,085	978	946	694	602	1,047	1,072	14,008
Deer Creek Ranch	5,054	5,342	6,187	7,271	5,576	5,041	4,728	4,107	3,447	3,507	2,929	4,381	5,237	62,807
Dripping Springs WSC	22,689	19,543	23,195	27,582	19,870	18,529	19,035	15,811	14,434	15,662	13,621	20,306	18,068	248,345
Eanes ISD	607	452	368	650	771	545	491	423	246	357	255	631	492	6,288
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	15,344	12,840	18,112	22,817	15,461	13,749	12,850	10,001	6,774	7,905	6,706	10,933	13,739	167,131
Hays WCID 2	10,417	11,527	14,057	18,174	12,257	10,416	9,862	7,198	4,580	5,060	4,708	8,761	11,163	128,210
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lady Nine 1A	8,377	8,662	9,289	12,395	10,494	11,389	9,206	8,628	4,849	5,297	4,669	9,423	10,235	112,913
Masonwood	3	4	5	5	5	4	5	4	2	2,553	803	9,108	5,268	17,770
Reunion Ranch	4,950	5,121	6,818	9,934	7,610	7,007	6,836	3,724	2,272	2,595	2,201	4,343	7,297	70,508
Senna Hills	6,780	6,410	7,879	10,447	8,048	6,567	5,459	4,191	3,610	3,604	2,853	4,697	6,444	76,989
Travis County MUD 12	11,210	12,460	12,970	17,338	14,282	12,211	12,707	9,729	7,671	8,939	6,318	11,350	14,476	151,661
Total Wholesale	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	50,320	93,358	102,947	1,212,736

Effluent Water	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC	11,220	10,150	16,309	17,075	10,661	7,516	8,618	8,382	4,765	10,143	5,705	4,875	6,923	122,342
Connel Falconhead Apartm	621	1,185	980	1,229	731	1,031	698	387	153	324	284	822	954	9,399
Fire Phoenix, LLC	76,994	8,291	13,668	19,612	13,686	9,440	9,130	4,376	4,397	12,268	15,080	11,298	11,625	209,865
First State Bank	-	-	6	7	4	3	6	-	-	-	3	1	4	34
Lake Travis ISD	311	159	66	194	174	158	176	174	116	28	29	33	134	1,732
Spillman Ranch Community	1,328	1,411	1,784	1,977	2,291	1,730	1,707	1,395	641	253	1,479	699	2,983	19,662
Ash Creek Homes (Wildwood)	85	423	300	550	595	451	506	465	10	223	245	305	369	4,499
Embrey Partners (Estates)	320	192	258	285	330	287	318	285	175	111	97	334	283	3,275
Lakeway Dermatology	72	51	65	106	126	10	-	101	13	15	13	29	61	662
PFP Falconhead Retail, LLC	-	-	-	-	-	-	-	-	-	-	-	-	319	319
Total Wholesale	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	22,935	18,376	23,655	371,490

System Summary	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Retail	83,559	112,419	122,684	156,059	166,959	139,907	117,227	106,613	82,590	67,415	61,865	63,732	91,763	1,372,792
Total Wholesale	96,924	95,792	115,584	149,235	111,352	98,402	92,360	75,508	55,000	75,954	50,320	93,358	102,947	1,212,736
Effluent Water	90,921	21,862	33,436	41,035	28,598	20,626	21,161	15,569	10,270	23,365	22,935	18,376	23,655	371,809
TOTAL WATER	271,404	230,073	271,704	346,329	306,909	258,935	230,748	197,690	147,860	166,734	135,120	175,466	218,365	2,585,528

Retail Percent of Total	31%	49%	45%	45%	54%	54%	51%	54%	56%	40%	46%	36%	42%	53%
Wholesale Percent of Total	36%	42%	43%	43%	36%	38%	40%	38%	37%	46%	37%	53%	47%	47%



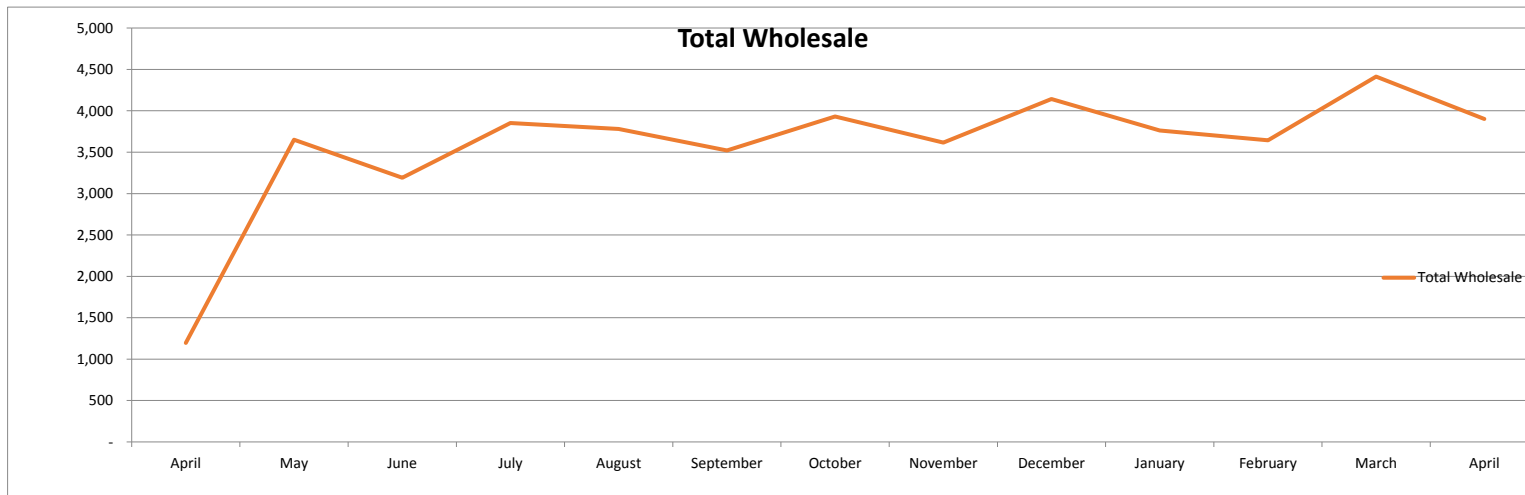
**Summary of Total Billed Consumption (1,000 Gallons)
Wastewater**

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

Wholesale Wastewater	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Masonwood Wastewater	987	1,260	1,110	1,478	1,444	1,326	1,494	1,451	1,430	1,659	1,548	1,858	1,630	18,675
WCID 17 Wastewater	209	2,390	2,081	2,375	2,336	2,194	2,437	2,164	2,712	2,102	2,095	2,555	2,271	27,921
TOTALS	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	4,413	3,901	46,596

System Summary	April	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Retail											-	-	-	-
Total Wholesale	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	4,413	3,901	46,596
TOTAL WASTEWATER	1,196	3,650	3,191	3,853	3,780	3,520	3,931	3,615	4,142	3,761	3,643	4,413	3,901	46,596

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

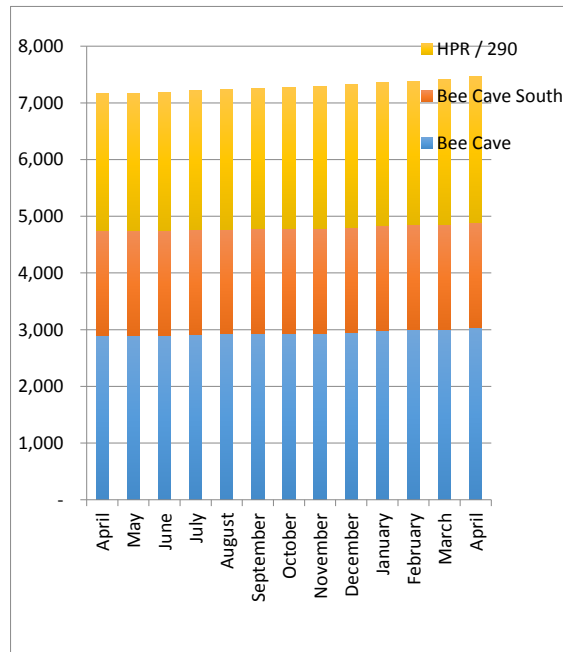




**Summary of Total Retail Customer Count
Water**

Meters	April	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	2,902	2,905	2,904	2,914	2,926	2,932	2,931	2,937	2,958	2,982	2,997	3,002	3,031
Bee Cave South	1,839	1,843	1,846	1,848	1,849	1,848	1,849	1,847	1,852	1,855	1,856	1,859	1,861
Homestead / Meadow Fox	156	156	155	156	156	156	157	157	157	157	157	156	156
HPR / 290	2,417	2,423	2,442	2,453	2,467	2,477	2,483	2,501	2,518	2,523	2,533	2,557	2,565
TOTALS	7,314	7,327	7,347	7,371	7,398	7,413	7,420	7,442	7,485	7,517	7,543	7,574	7,613

Customer Growth	32	13	20	24	27	15	7	22	43	32	26	31	39
Monthly Growth Rate	0.44%	0.18%	0.27%	0.33%	0.37%	0.20%	0.09%	0.30%	0.58%	0.43%	0.35%	0.41%	0.51%
Annual Growth	251	224	224	232	236	232	208	218	271	292	301	349	371
Annual Growth Rate	4%	3%	3%	3%	3%	3%	3%	3%	4%	4%	4%	5%	5%



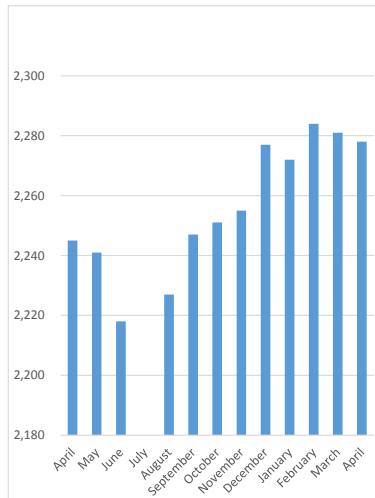


Summary of Total Retail Customer Count

Wastewater

Meters	March	April	May	June	July	August	September	October	November	December	January	February	March	April	Annual Growth Rate
Wastewater Customers	2,226	2,245	2,241	2,218		2,227	2,247	2,251	2,255	2,277	2,272	2,284	2,281	2,278	2%

Customer Growth	(20)	19	(4)	(23)	(2,218)	2,227	20	4	4	22	(5)	12	(3)	(3)
Monthly Growth Rate	-0.89%	0.85%	-0.18%	-1.03%	-100.00%	#DIV/0!	0.90%	0.18%	0.18%	0.98%	-0.22%	0.53%	-0.13%	-0.13%
Annual Growth	24	45	61	45	(2,211)	41	29	27	26	43	33	43	35	52
Annual Growth Rate	1%	2%	3%	2%	-101%	2%	1%	1%	1%	2%	1%	2%	2%	2%

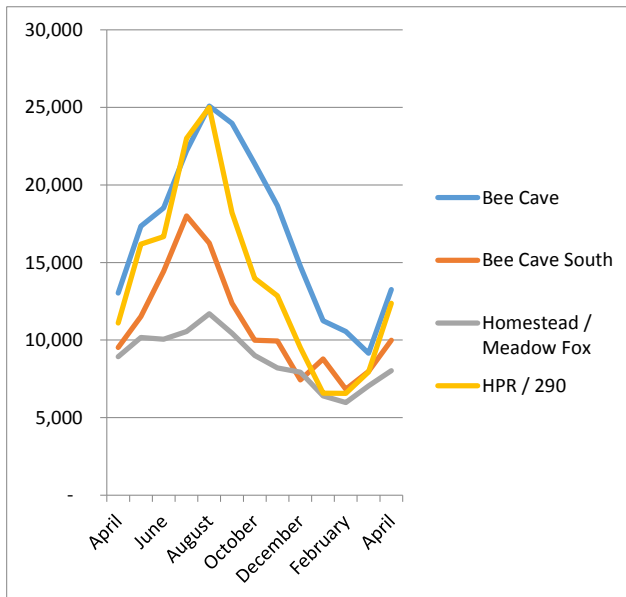




Retail Customer Average Use Analysis
Average Water Usage per Connection, per Month (Gallons)

	March	April	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	11,212	13,030	17,339	18,514	22,208	25,087	23,975	21,365	18,660	14,755	11,238	10,550	9,152	13,261
Bee Cave South	7,889	9,529	11,521	14,433	18,003	16,255	12,375	9,987	9,945	7,431	8,781	6,832	7,974	9,995
Homestead / Meadow Fox	6,474	8,936	10,173	10,058	10,558	11,699	10,442	9,006	8,204	7,936	6,395	5,975	7,038	8,032
HPR / 290	8,512	11,100	16,190	16,674	23,003	25,000	18,214	13,985	12,856	9,507	6,583	6,565	7,953	12,365
System Wide Average	9,384	11,425	15,343	16,699	21,172	22,568	18,873	15,799	14,326	11,034	8,968	8,202	8,415	12,053

12-Month Average	14,692	14,653	14,618	14,583	14,547	14,511	14,475	14,444	14,411	14,370	14,326	14,281	13,194	14,187
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**Retail Customer Average Use Analysis
Summary of Customer Contacts/Payment Processing**

Customer Contacts	April	May	June	July	August	September	October	November	December	January	February	March	April
Date of	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31
Calls	678	804	692	692	701	620	601	580	827	741	535	603	623
Emails	178	109	63	121	169	91	94	68	141	97	112	140	236
In Office	254	248	245	258	233	244	205	199	217	167	230	250	243
TOTALS	1,110	1,161	1,000	1,071	1,103	955	900	847	1,185	1,005	877	993	1,102

Payments	April	May	June	July	August	September	October	November	December	January	February	March	April
Date of Payments	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31
Mail	1,617	1,402	1,736	1,601	1,743	1,747	1,454	1,577	1,347	1,001	2,068	1,466	1,396
Walk In/Dropbox Payments	332	314	352	322	200	358	305	244	316	230	350	243	283
Online Payments Credit Cards	461	391	457	364	346	419	353	367	456	379	378	355	334
Online Payments Echeck	423	397	438	409	356	512	306	431	454	394	389	346	370
Ureceivables	1,830	1,513	1,977	2,097	1,831	2,062	1,796	1,807	2,028	1,653	2,080	1,915	2,046
TOTALS	4,663	4,017	4,960	4,793	4,476	5,098	4,214	4,426	4,601	3,657	5,265	4,325	4,429



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	122	14	98
Bee Cave South	28	2	7
Homestead / Meadow Fox	11	3	2
290 HPR	196	32	14
TOTAL	357	51	121

DOLLARS	31-60	61-90	91+
Bee Cave	44,710	3,190	95,855
Bee Cave South	1,135	127	29,682
Homestead / Meadow Fox	764	759	11,339
HPR / 290	94,368	5,053	116,911
TOTAL	140,977	9,128	253,787

Delinquent Letters	Date Sent	Total Del
Bee Cave	2-May	166
Bee Cave South	14-May	89
Homestead / Meadow Fox	9-May	9
290 HPR	9-May	126
TOTAL		390

Disconnects	Date	How Many
Bee Cave	15-May	28
Bee Cave South	30-May	9
Homestead / Meadow Fox	22-May	0
HPR / 290	22-May	17

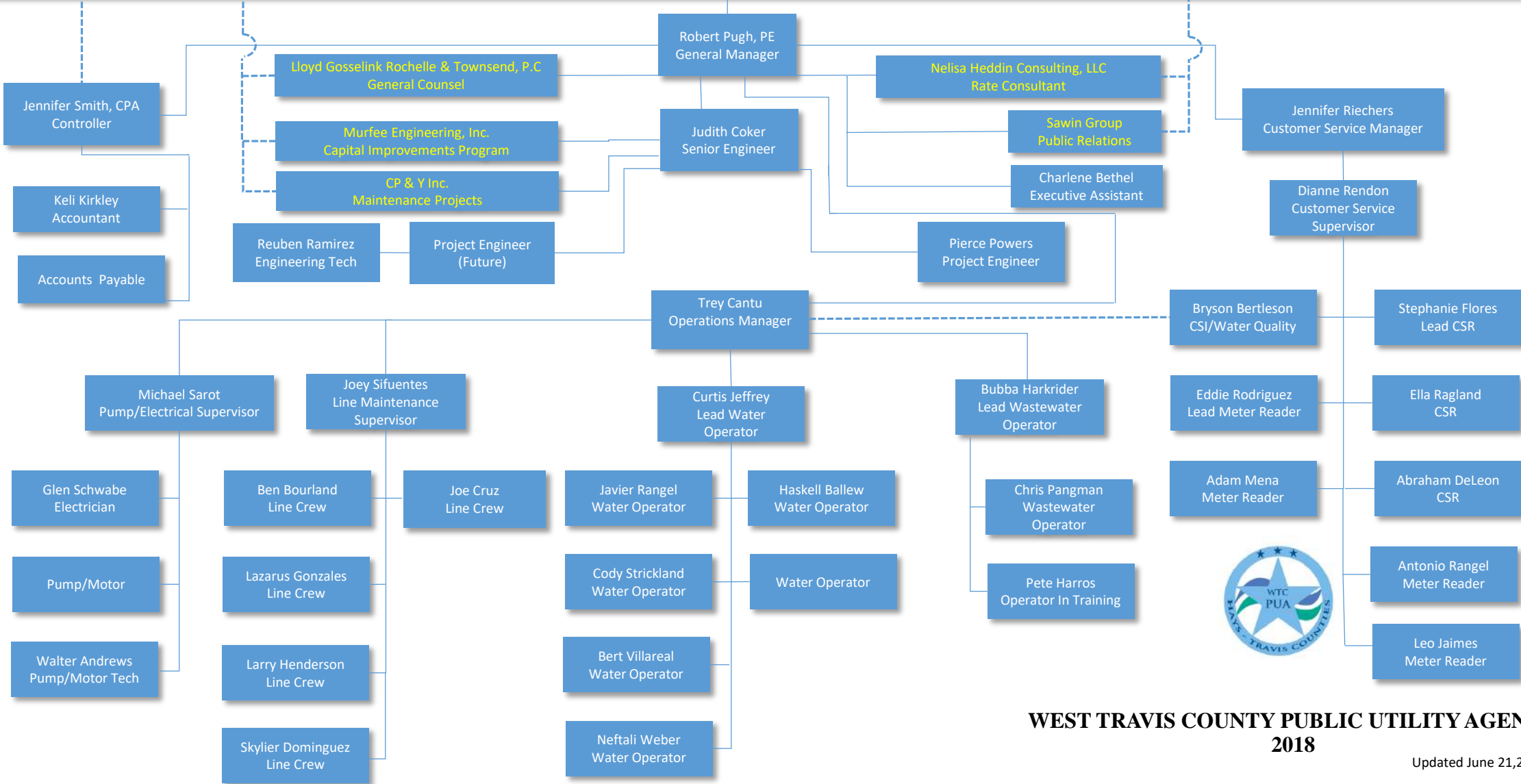
Still Off
2
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VII. NEW BUSINESS

ITEM B

BOARD OF DIRECTORS

- Ray Whisenant** Secretary/Treasurer
- Scott Roberts** President
- Eileen Brzoska** Director
- Bill Goodwin** Director
- Don Walden** Vice President



ITEM C

**ETHICS POLICIES
OF THE
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

**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.

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.

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. 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:
 - (1) an occasional non-pecuniary gift, valued at less than \$50.00; or

- (2) an award publicly presented in recognition of public service.

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 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.

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.

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.

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.

ITEM D



Murfee Engineering Company

June 12th, 2018

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

**Re: WTCPUA RWI Expansion and Rehabilitation
Request for Adjustment to Project Budget
MEC File: 11051.108**

Mr. 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. During the summer of 2016, Pump #2 at the Raw Water Intake Pump Station #1 (RWI PS #1) developed a significant leak from the shaft packing area. WTCPUA operations staff inspected the pump and, once disassembled, discovered a deep groove in the shaft. On August 3, 2016, interim General Manager Curtis Wilson directed Murfee Engineering to conduct an analysis of Pump #2 to identify the repair/replacement options. Understanding the severity of the issue and the potential long lead time of a solution, work began immediately. MEC worked with newly hired General Manager Robert Pugh to formalize the work order and present it to the Board for consideration. The proposal was discussed and approved October 20th, 2016. A Memorandum Report was presented to Curtis Wilson on December 12th, 2016 containing the findings and recommendation options (please see Attachment A). WTCPUA operations began implementing recommendations of the December report almost immediately. Reports were made to the Board at the November 17th and December 15th, 2016 regular meetings.

Discussions regarding the recommendations of the report, as well as the condition of all pumps in the pump station and the necessity of an action plan that involved much more than Pump #2, were conducted with WTCPUA operations and engineering staff into January 2017. MEC was working with staff to support the implementation of recommendations from the previous report, continue gathering information as it became available, and prepare a proposal for implementation of remaining work. MEC and WTCPUA staff reported on the status of the project at the January 19th, 2017 Board meeting and a special WTCPUA Board Meeting was held on January 24th, 2017 primarily to discuss the Raw Water Intake and expedite procurement of a replacement pump. A recommendation for pump purchase was presented by WTCPUA staff at the January 24th meeting and had been prepared without MEC input or knowledge. The Board directed that MEC review and approve the replacement pump to be purchased on an expedited schedule. MEC began that work immediately at the Board direction and worked with WTCPUA

staff and the pump vendor to select an appropriate replacement that would work long term and in the context of the overall CIP expansions plans

The effort to support the purchase was included as Task 1 in a revised draft of the project scope and presented to the Board for approval at the February 9th, 2017 meeting. The overall scope included provision of engineering services necessary to prepare project plans and specifications and to administrate the construction contract for the Raw Water Intake Upgrade and Rehabilitation Project. This revised scope of work was based on the assisting the procurement of a replacement pump and motor, upgrade of one pump and motor and associated electrical components, replacement of mechanical components between the discharge head and common header flange, replacement of surge anticipation system, addition of a second intake screen, lighting improvements, and relocation of air compressor burp tank (please see Attachment B). In retrospect, given the fluidity of the project and haste with which the revised scope was prepared, the original estimated fee of approximately 10% was insufficient. However, the proposal was prepared on a time and materials basis and MEC and the WTCPUA had a long history of cooperative work efforts whereby MEC provided engineering services as needed in good faith and was paid for those efforts by the Board. This relationship is evidenced by MEC moving quickly to assist in the purchase of the replacement pumps to accommodate the project schedule before that work was officially authorized by the Board at the February meeting.

Work on the Pump Station proceeded with implementation of repair, rehabilitation, and replacement work being performed along with investigative and troubleshooting efforts. MEC prepared detailed reports on the work being performed in February and March 2017 during a critical period of coordination and information gathering (please see Attachment C). Based on phone conversations as well as a meeting between MEC and WTCPUA staff, a Memorandum was sent to Curtis Wilson on March 2nd, 2017 with a clarification of the scope of work to form the basis of design (please see Attachment D), including items that had not previously been considered. The updated scope included: 1) pump upgrade from 6MGD to 9MGD, 2) electrical upgrades based on a new 1,000HP motor, 3) installation of baffle walls inside the wet well to prevent vortex formation, 4) replacement of control valves on all three pumps, upgrade of intake screen instead of addition of another screen; and 5) installation of skylights on existing hatches in addition to the lightning improvements. The purpose of this memo was to set in writing a more specific basis and clear understanding for the design work. The need for this meeting and the preparation of the memo offer a window into the lack of clarity and specificity that existed in the scope at the time.

Additional changes in scope continued during meetings with WTCPUA operations and engineering staff. Such changes included: 1) the re-design of the hydroburst system to meet the requirements of a new intake screen sized for ultimate capacity— a change from the addition of second smaller screen, 2) air circulation and heat exchange analysis inside the building as recommended by the facilities conditions and assessments report prepared by The Wallace Group, 3) replacement of electric fans, 4) replacement of all piping between the three pumps to the main header, and 5) analysis of pump control valve alternatives as directed by WTCPUA operations (options analyzed for motor operated valves and hydraulic operated valves, and different manufacturers).


Some of these items were discussed in the RWI Expansion and Rehabilitation PER prepared by MEC and delivered in October 2015. The Preliminary Engineering Report did not lay out the

schedule or expected phasing or scopes of individual improvements projects that would realize the ultimate capacity contemplated in the report. Its purpose was to verify that the Raw Water Intake could be feasibly expanded to meet the capacity of the proposed raw water transmission facilities. At the time of the preparation of the Preliminary Engineering Report, the improvements were not expected to happen before the second Raw Water Transmission Main was installed. However, considering that all three pumps in PS #1 required major repair and/or replacement, it was jointly decided with input from the Board at the January 19th, 2017 meeting that the best course of action was for the WTCPUA to upgrade one of the pumps and to rehabilitate the pump station at this time. Provisions were made for sizing some of the components to match the ultimate capacity such that no further underwater work should be necessary as the future phases of pump stations expansions unfold.

In summary, MEC responded in good faith to the needs of the WTCPUA under a work authorization that was originally prepared on a time and materials basis. The specific work authorization was a part of a bigger ongoing effort including several MEC work authorization and scopes as well as work performed directly by WTCPUA operations and by contractors under the direction of WTCPUA operations staff. The estimated fee for the work authorization under consideration was low in retrospect, but it is difficult to reproduce the perspective I had at the time and discount the benefit of all the subsequent information gained over the past 15 months. Numerous changes to the project scope were accommodated and it was not the practice we had operated under for over five years to come back to the Board for reauthorization of every change to an estimated fee on a time and materials contract. The design tasks discussed above have already been performed by MEC but were not originally budgeted. Please refer to Attachment E for a proposed Manpower and Budget Estimate for your approval that takes into consideration the added work performed to date and work to be performed through project completion. MEC would like to respectfully request an additional \$74,170.00 in engineering fees to finish this project.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Lozano', with a large, stylized flourish extending to the left.


Dennis Lozano, P.E.
Vice President

Attachment A

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: December 12, 2016
TO: Curtis Wilson, P.E. – WTCPUA
FROM: Eelhard Meneses, P.E. 
RE: WTCPUA Raw Water Intake Pump Shaft Failure – Summary and Recommendation
CC: Dennis Lozano, P.E. - MEC

MEC File No.: 11051.10

The purpose of this memo is to present the findings of the investigation for Pump #2 at the Raw Water Intake Facility and to identify repair/replacement options.

The initial directive to conduct the investigation was given by interim General Manager Curtis Wilson, P.E. on August 3rd, 2016.

RECOMMEDATION

It is recommended that the work be performed in two phases. Phase 1 would entail switching the motor of Pump #1 to Pump #3 providing two fully functional pumps. The motor of Pump #3 would be sent to the shop for assessment and once repaired, it would be used as a spare motor. It is recommended that a work order be issued as soon as possible to avoid any potential raw water production deficit in the event that Pump #2 fails.

Phase 2 would entail upgrading Pump #1 including additional items mentioned in this report under “Additional Items for Consideration”. The cost of upgrading Pump #1 and performing upgrades on Raw Water Pump Station #1 (RWPS #1) and Raw Water Pump Station #2 (RWPS #2) would require a public bid.

BACKGROUND

Conversations were held with Gene Chisum, Curtis Jeffrey, and Michael Sarot from U.S. Water Utility Group and Darrel Mize from Smith Pump Company. A site visit was performed on Monday August 15, 2016, with Darrel Mize and Michael Sarot.

Per a conversation with Gene Chisum during the week of August 8, 2016, Pump #2 at the Raw Water Pump Station #1 building had developed a significant leak from the shaft packing area. The operator decided to stop the pump to see if the packing had an issue. Once disassembled, a groove of about an inch in depth was found in the pump's shaft. According to the operator, the diameter of the shaft was approximately 2 inches as it had been worn down to approximately 50% of its original thickness (25% of original area). Since then, the pump has been operated almost 100% of the time due to the concern that the shaft may fail if the pump is cycled on/off. During the site visit the pump was not running, since the operator had just finished packing the shaft. Visual verification of the groove on the shaft was not possible.

The operator believes that this issue with the shaft maybe from many years of inadequate maintenance. As the pump was wearing down, there is the possibility that more packing was added and bolts were overtightened, slowly creating the groove in the shaft.

The Operator would prefer to perform the repairs on the pump during November/December due to lower water demand.

On November 11, 2016, a meeting was held with Michael Sarot from the WTCPUA regarding current status of Pumps #1, #2, and #3 at the RWPS #1 and Pumps #4 and #5 at the RWPS #2. At the time of the meeting, Pump #2 was running non-stop, Pump #1 was found to run but did not produce any water (Good motor, bad pump), and Pump #3 was not running. Pump #3 has not run for a while because the motor does not work, but it is believed that the pump itself is in good working condition. Furthermore, other issues with valves, lighting, and ventilation were brought up.

CONSIDERATIONS

The biggest challenge will be for a crane to gain access to the site, the small space available for setting up the crane, and the requirements to pull the pump from the roof opening. Refer to Exhibit A for Site Location, Exhibit B for Site Layout and Exhibit C for the RWPS #1 Mechanical Plan.

Four options were evaluated to resolve the issue at hand and are discussed in the following sections. One involves repairing the existing pump and the other two involve replacing the pump. Note that all three options will require mobilizing a crane and removal of the existing pump.

Consideration has to be given as to the lead-time for a vertical turbine pump in the case of the replacement option; however, there is also a time consideration for the assessment and repair of the existing pump. The lead-time for a new pump is approximately 21 weeks.

OPTION 1

Hire a contractor to remove the pump, send the pump to a pump shop, perform a repair assessment, get a quote on the repairs, and then proceed with the repairs. Once the repairs are done, the contractor would reinstall the pump.

Option 1 would likely be the cheapest; however, the exact cost of repairs is unknown until the pump damage has been assessed. Something to consider under this scenario is the age of the existing pump. It

is likely that the pump will require more than just a shaft and possibly impeller. It is possible that the assessment could lead to recommending replacement of the pump instead of performing repairs, in which case the assessment cost would be lost.

Darrel Mize at Smith Pump was asked to provide a proposal for the pump removal, delivery to Smith Pump's shop, and assessment of the damage, and recommendation of repairs. The cost for these services is \$8,938.00 (refer to Exhibit D for Smith Pump's Proposal). The price provided does not include any repairs; a separate quote will be provided once the assessment is complete. Please note that the motor assessment will not be performed by Smith Pump and is not included in their proposal. During the site visit, the operator indicated they would have the electric motor assessed by another company of their choosing. Engineering costs (at 15%) and contingency costs (at 10%) should be added in the event this option is selected.

OPTION 2

Replace the existing pump in-kind. The lead time on the pump could be as long as the time required to perform the assessment and repair of Option #1 and the cost may be higher. The benefit of a pump replacement is the ability to run the existing pump until the new pump arrives on site. The down time of Pump #2 would be minimal, allowing the RWI to maintain its firm capacity in the event that raw water demand is high.

Some research has been performed on the existing pumps and Mr. Mize was asked to provide a proposal for Option 2. The new pump would be the same model as the existing one with an estimated cost of \$138,737.00 (refer to Exhibit E for Smith Pump's Proposal). The proposal includes a new electric motor. Engineering costs (at 15%) and contingency costs (at 10%) should be added in the event this option is selected.

OPTION 3

Option 3 is based on the following reports:

- Feasibility Report WTC Regional Water System Raw Water Intake Expansion, PBS&J, July 2002.
- WTC Regional Water System Facilities Condition Assessment, The Wallace Group, August 2015.
- Raw Water Intake Expansion Preliminary Engineering Report, Murfee Engineering, October 2015.

All these reports discuss improvements and expansion of the RWIP #1. Although the expansion is scheduled within the next year or two, consideration needs to be given to the replacement and upgrade of Pump #2. After a review of the reports, it is apparent that minimal electrical upgrades would be needed to replace the current 750 HP pump motor with a 1,000 HP pump motor. The conductor from the switch gear to the pump would need replacement, which would not result in a complete RWPS #1 outage. The onsite transformer, main switch disconnect, and motor controller have enough additional capacity for the upgrade.

Although the intake well should not require structural changes, some changes would be required to upgrade the pump. The existing opening in the pump base concrete pad is limited to 19"; the new pump

would require a larger opening. For this, the pump base would need to be knocked out and removed to allow for installation of a larger slab and opening. Furthermore, the existing sole plates would need to be adjusted or replaced to accommodate the new, larger pump and pump can. Also, separation of the wet well into individual bays to help prevent vortex formation would be recommended and could be accomplished with pre-fabricated walls bolted in place, as indicated in the 2015 MEC report.

To fully utilize the new pump potential and higher flows, the intake screen would need to be replaced or upgraded. This expansion was discussed in both the PBS&J and MEC reports.

The estimated cost of replacing/upgrading the pump, upgrading the intake screen, and installing the wet well baffle to accommodate the proposed new 1,000 HP pump would be approximately \$424,000 with an additional \$10,000 for electrical upgrades, plus engineering costs (at 15%), and contingency (at 10%). These values were taken out of the 2015 MEC report (refer to Exhibit F). Please note that the attached cost estimate taken out of the 2015 MEC report includes costs for replacing all three pumps and other improvements that would not be required at this time. Upgrading the other two pumps could be performed at a later time.

OPTION 4

This option uses the same basis that is discussed in Option 3 above but upgrading Pump #1 instead. Option 4 would entail replacing the motor on Pump #3 (non-working) with the motor on Pump #1 (working). The motor on Pump #3 would be sent to a shop for an assessment of required repairs. Once repaired, the motor would serve as a spare for future use. Option 4 also includes upgrading Pump #1 and its motor.

ADDITIONAL ITEMS FOR CONSIDERATION

Control Valve on Pump #1 is not working properly and needs replacement.

Surge Anticipator valve has been leaking for a while and needs replacement.

Lighting inside the RWPS #1 is not appropriate, as discussed in The Wallace Group report in 2015. It is recommended that new light fixtures be installed. Consideration should be given to LED lights due to longer life-cycles and almost maintenance free characteristics.

There is limited space inside RWPS #1 for expansion and normal maintenance. In order to gain free space inside the building, the existing air compressor burp tank (used to clean the intake screen) could be relocated outside of the building, with the exact location being determined during design.

RWPS #1 is in need of overall cleaning. Infestation of spiders has been a constant issue as discussed in The Wallace Group report. Deep cleaning should be performed with possible "access" points for insects being closed.

Pumps #4 and #5 in RWPS #2 (Exhibit G) are leaking from the shaft seal, with Pump #5 being the worst. Apparently this has been an issue for long time, but is worsening according to the operator.

Isolation Valve on Pump #4 in RWPS #2 has not been working properly and replacement is needed.

RECOMMEDATION

It is recommended that Option 4 be selected as the WTPUA will have three working pumps consisting of two old ones, and one new upgraded pump. Pump #2 could then continue to run until the shaft fails without affecting overall raw water production.

Due to time and current needs, it is recommended that Option 4 be executed in two Phases.

Phase 1:

Lead time on a new pump is at least 21 weeks. Considering that two pumps are currently down and the only running pump has a bad shaft, it is important to have another pump up and running as soon as possible.

Phase 1 would mainly entail work being performed on the pump motors in order to provide another working pump in a quick and efficient manner. Switching the motors from Pump #1 to Pump #3 would be the first step. This would immediately provide one fully functional pump. The motor from Pump #3 would be sent to the shop for assessment and repair. RPM services has provided a quote to switch the pump motors and to perform an assessment on one of the motors. Please note that this price doesn't include any repairs on the motor. Their quote can be found on Exhibit H and it is for an amount of \$8,192.70. It is recommended that a work order be issued for this as soon as possible to avoid a potential raw water production deficit in the event that Pump #2 fails.

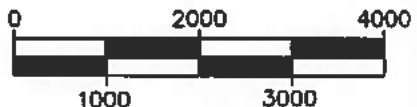
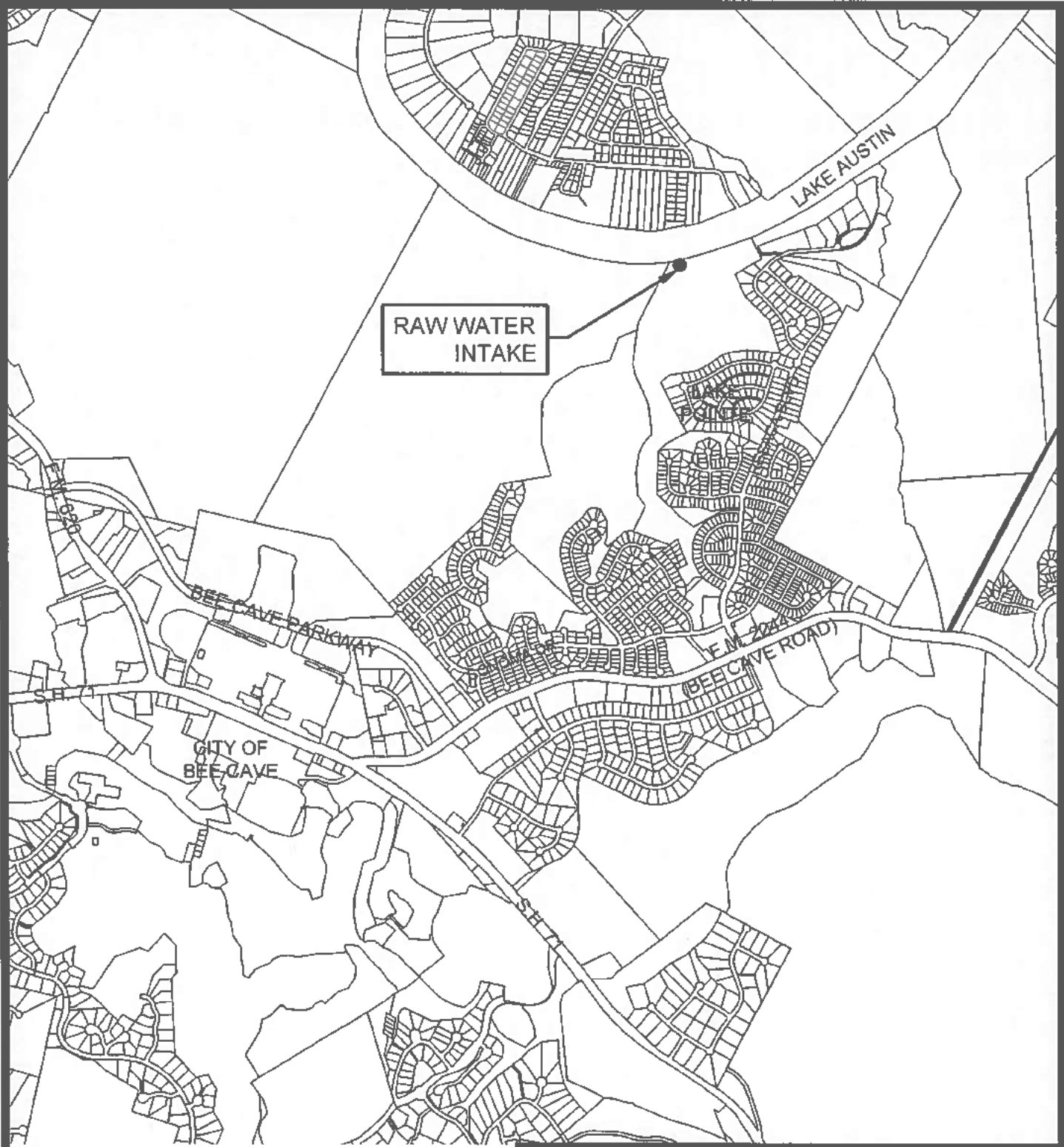
Phase 2:

After Phase 1 is completed, it is expected that Pumps #2 and #3 will be working. This will give the WTCPUA sufficient raw water production capacity while Pump #1 is upgraded.

During the execution of Phase 1, the design for the upgrade of Pump #1 would be underway. Due to the cost of this project, Contract Documents will be required and the project will be publicly bid. The estimated cost can be found on Exhibit F.

During the design and upgrade of Pump #1, it is also recommended that all of the items discussed above under "*Additional Items for Consideration*" be coordinated during Phase 2.

EXHIBIT A



SCALE: 1"=2000'



Murfee Engineering Company

EXHIBIT 'A' LOCATION MAP

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-8264

Texas Registered Engineering Firm F-353

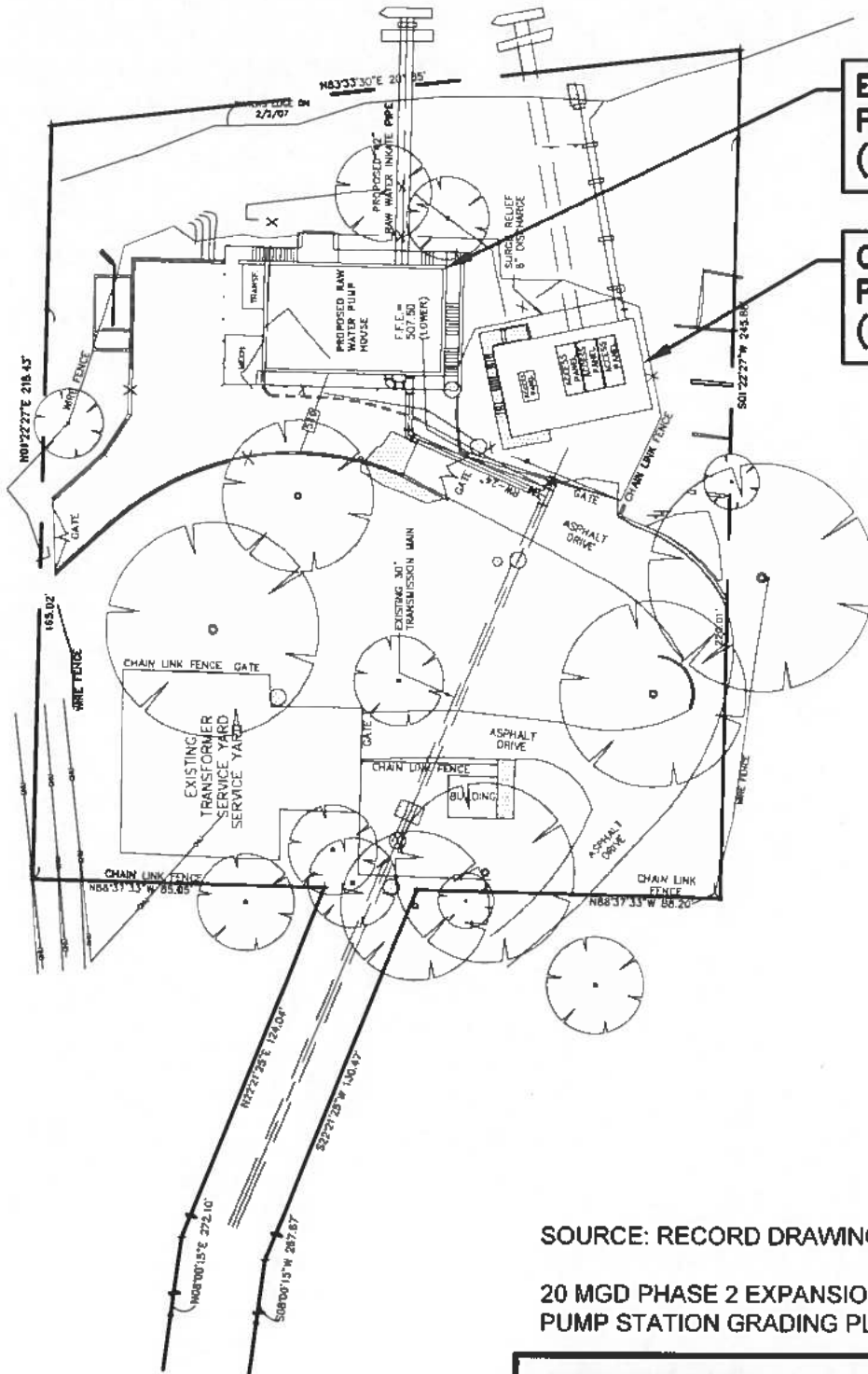
FILE[LAYOUT]: O:\1105108\11-051-05-LOCMAP.dwg(8x11)

DATE: 9/2/15

DRAWN: RWH

EXHIBIT B

LAKE AUSTIN

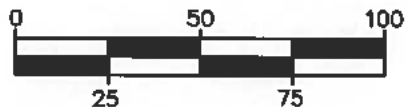


EXPANSION INTAKE PUMP STATION (RWPS #2)

ORIGINAL INTAKE PUMP STATION (RWPS #1)

SOURCE: RECORD DRAWING DATED MARCH 28, 2011.

20 MGD PHASE 2 EXPANSION PROPOSED RAW WATER PUMP STATION GRADING PLAN.



SCALE: 1" = 50'


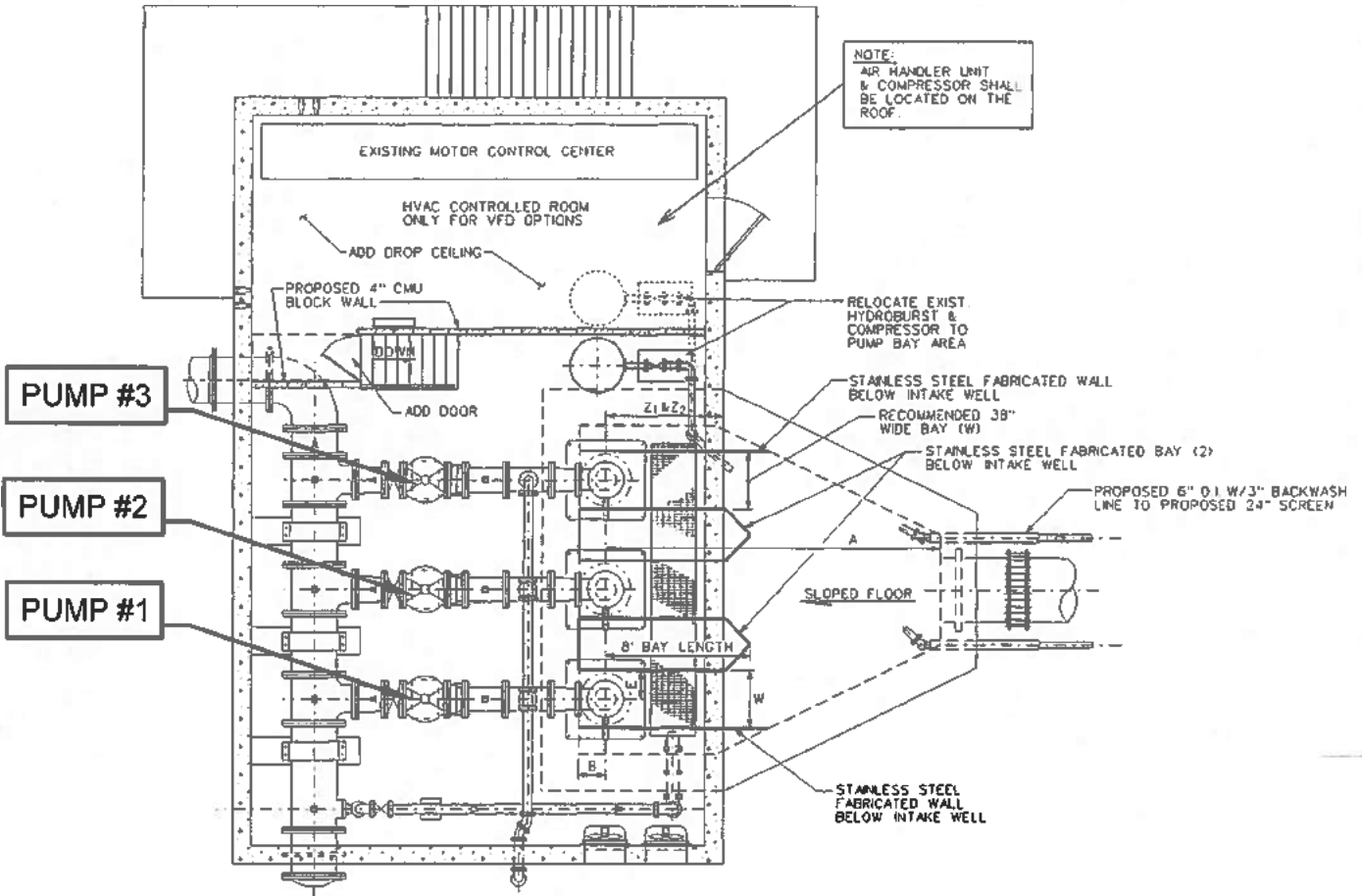
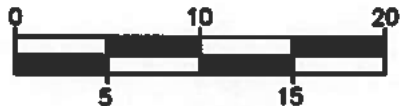
 Murfee Engineering Company	
<h2>EXHIBIT 'B'</h2> <h3>RAW WATER INTAKE SITE LAYOUT</h3>	
<small>1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78748 (512) 327-9294</small>	
<small>Texas Registered Engineering Firm F-353</small>	
<small>FILE(LAYOUT): 0:111851105EXHIBIT B.dwg(6x11 (2))</small>	<small>DATE: 8/26/2016 DRAWN: RWH</small>

EXHIBIT C



SOURCE: PBSJ, DATED JULY 17, 2002
RAW WATER INTAKE BAY WALL & HVAC ROOM IMPROVEMENTS



SCALE: 1" = 10'


 Murfee Engineering Company	
<h1>EXHIBIT 'C'</h1> <h2>RAW WATER INTAKE PUMP STATION #1</h2>	
<small>1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204</small>	
<small>Texas Registered Engineering Firm F-353</small>	
<small>FILE(LAYOUT): 0:11165\1109EXHIBIT C.dwg(Ex11)</small>	<small>DATE: DRAWN: --</small>

EXHIBIT D



**SMITH
PUMP
COMPANY, INC.**

Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744

Phone: (512) 310-1480
Fax: (512) 310-1417

Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746

Contact :
Phone : 512 327 9204
Fax : 512 327 2947

QUOTATION

Number: SQ018437-1	Page : 1 of 5
Sales order	Date : 9/19/2016
Your ref.:	Our ref: 318
Requisition	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term: FOB Destination	Name : Darrel R. Mize

Ship to : LCRA - West Travis Co. - RWPS
West Travis County W.T.P.
12215 Bee Caves Road
Austin, TX 78738

Contact : Eelhard Meneses
Phone : 512 327 9204
Fax : 512 327 2947

*****QUOTATION*****

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Regards,

Shane Wallace
Smith Pump Company, Inc.
254-776-0377
shanew@smithpump.com

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	F.S. PULL & TRANSPORT RWP-2	1.00	5,714.00	5,714.00
	Item of three (3) servicemen to pull motor and set on site. Servicemen to then check the level at the top of the discharge head and then disassemble the pump in the field and set on trailer. After pump has been completely removed, servicemen to check level of soleplate.			
	PRICE INCLUDES:			
	1. Labor for Three (3) Servicemen			
	2. Mileage to and from Job Site			
	3. Crane Charges			
	4. Transportation Charges			
2.0000	DISASSEMBLE & INSPECT RWP-2	1.00	3,224.00	3,224.00
	PUMP INFORMATION:			
	Manufacturer: Fairbanks-Morse			
	Model: 17M Stage: 6			
	S/N: TBD			
	GPM: 4,200 TDH: 510'			
	RPM: 1,770 HP: 700			
	Production Lubricated Bearings			
	Above Grade Discharge			
	VSS Motor w/ 3 Piece Coupling			
	Base to Bell: 419.5"			



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QUOTATION

Number: SQ018437-1 Page : 2 of 5
Sales order: Date : 9/19/2016
Your ref.: Our ref: 318
Requisition: Payme: Credit Check
Quotation deadline : 10/19/2016 Sales : DRM
Delivery Term: FOB Destination Name : Darrel R. Mize

Ship to : LCRA - West Travis Co. - RWPS
West Travis County W.T.P.
12215 Bee Caves Road
Austin, TX 78738

Contact: Eelhard Meneses
Phone : 512 327 9204
Fax : 512 327 2947

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
------	-------------	----------	------------	-------

INSPECTION TO INCLUDE:

1. Completely disassemble pump
2. Photos taken during disassembly and of any damaged components
3. Shaft journals, bearings, and wear rings measured with micrometers
4. Shaft straightness recorded
5. CNC measurement of column pipes and discharge head concentricity and parallelism
6. Detailed report with pictures and conclusion of failure if necessary

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
8,938.00	0.00	0.00	0.00	0.00	8,938.00 USD



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QUOTATION

Number : SQ018437-1	Page : 3 of 5
Sales order	Date : 9/19/2016
Your ref. :	Our ref: 318
Requisition	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term : FOB Destination	Name : Darrel R. Mize

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West Travis County W.T.P.
12215 Bee Caves Road
Austin, TX 78738

Contact : Eelhard Meneses
Phone : 512 327 9204
Fax ... : 512 327 2947

TERMS AND CONDITIONS

1. **Applicability** – These Terms and Conditions of Sale (“Terms”) shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer’s request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company (“SPCO”) and Customer. SPCO’s acknowledgement of Customer’s purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. **Price** – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.
In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer’s account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO’s invoice, which is contractually based on shipment, shall be issued upon SPCO’s readiness to ship the equipment covered by this quotation.
SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. **Warranty** – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO’s sole obligation and Customer’s sole remedy under this warranty is repair or replacement at SPCO’s election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.
Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO’s written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.
SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO’s instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. **Payment** – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



**SMITH
PUMP
COMPANY, INC.**

**Remit to : 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

**Phone : (512) 310-1480
Fax : (512) 310-1417**

Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746

Contact :
Phone : 512 327 9204
Fax ... : 512 327 2947

QUOTATION

Number : SQ018437-1	Page : 4 of 5
Sales order	Date : 9/19/2016
Your ref. :	Our ref: 318
Requisition	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term : FOB Destination	Name : Darrel R. Mize

Ship to : LCRA - West Travis Co. - RWPS
West Travis County W.T.P.
12215 Bee Caves Road
Austin, TX 78738

Contact : Eelhard Meneses
Phone : 512 327 9204
Fax ... : 512 327 2947

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

6. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

7. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

8. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

9. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

10. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

11. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

12. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right. Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

13. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

ACCEPTED BY:
COMPANY NAME: _____



**SMITH
PUMP
COMPANY, INC.**

Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744

Phone: (512) 310-1480
Fax: (512) 310-1417

Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746

Contact :
Phone : 512 327 9204
Fax ...: 512 327 2947

Ship to : LCRA - West Travis Co. - RWPS
West Travis County W.T.P.
12215 Bee Caves Road
Austin, TX 78738

Contact : Eelhard Meneses
Phone : 512 327 9204
Fax ...: 512 327 2947

QUOTATION

Number: SQ018437-1	Page : 5 of 5
Sales order	Date : 9/19/2016
Your ref.:	Our ref: 318
Requisition	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term: FOB Destination	Name : Darrel R. Mize

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

EXHIBIT E



**SMITH
PUMP
COMPANY, INC.**

Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744

Phone: (512) 310-1480
Fax: (512) 310-1417

Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746

Contact:
Phone : 512 327 9204
Fax ...: 512 327 2947

Ship to : LCRA - West Travis Co. - RWPS
12215 Bee Caves Road
Austin, TX 78738

Contact: Eelhard Meneses
Phone : 512 327 9204
Fax ...: 512 327 2947

QUOTATION

Number: SQ018446-2 Page : 1 of 5
Sales order: Date : 9/27/2016
Your ref.: Our ref: 318
Requisition: Payme: Credit Check
Quotation deadline : 10/19/2016 Sales : DRM
Delivery Term: FOB Destination Name : Darrel R. Mize

*****QUOTATION*****

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Regards,

Shane Wallace
Smith Pump Company, Inc.
254-776-0377
shanew@smithpump.com

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.0000	F.S. PULL EXISTING RWP #2 & INSTALL NEW PUMP Item of three (3) servicemen for two (2) days to pull existing pump and install new pump. Servicemen to check the level at the top of the discharge head and then disassemble the existing pump in the field and set on site. After pump has been completely removed, servicemen to check level of soleplate and if all levels are good, to begin installing new pump. After new pump is installed, servicemen to perform start-up which includes monitoring voltage, current, and vibration. PRICE INCLUDES: 1. Labor for Three (3) Servicemen 2. Mileage to and from Job Site 3. Crane Charges 4. Transportation Charges	1.00	9,497.00	9,497.00
2.0000	REPLACEMENT RWP #2 PUMP VERTICAL TURBINE PUMP Raw Water Pump #2 Q=4,200 gpm S=1,770 rpm H=510' TDH P=700 hp Flowsolve 16ENH-6 stage bowl assembly with cast iron bowls, 416SS bowl shaft, Ni-Al bronze impellers, dynamically and statically balanced impellers, and 304SS bar style vortex suppressor. 14" x 24.5" BD fabricated steel discharge head with bleed off	1.00	73,740.00	73,740.00



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QUOTATION

Number: SQ018446-2 Page : 2 of 5
Sales order: Date : 9/27/2016
Your ref.: Our ref: 318
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Delivery Term: FOB Destination Name : Darrel R. Mize

Ship to : LCRA - West Travis Co. - RWPS
12215 Bee Caves Road
Austin, TX 78738

Contact : Eelhard Meneses
Phone : 512 327 9204
Fax: 512 327 2947

UNIT	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
------	-------------	----------	------------	-------

stuffing box, 14" flanged steel column pipes, rubber line shaft bearings, and 416SS threaded line shaft and couplings

Item of blasting and coating per specification, unless otherwise noted
a.) Grit blast parts to SSPC SP-5 white metal
b.) Coat parts with TNEMEC N140 Pota-Pox potable epoxy (7-9 mil dft)
-Top color per customer recommendations

Notes:
1. Items not included: Delivery, unloading at jobsite, installation, suction or discharge piping beyond pumping unit, controls, MCC, VFD, valves, electrical wiring or conduit, concrete, grout, anchor bolts, field painting

LEAD TIME IS 21 WEEKS AFTER RECEIPT OF ORDER

3.0000	REPLACEMENT RWP #2 MOTOR	1.00	55,500.00	55,500.00
--------	--------------------------	------	-----------	-----------

VERTICAL SOLID SHAFT MOTOR
Raw Water Pump #2

P=700 hp S=1,770 rpm E=94.5% V=2,300 V/3 Phase

700 hp, 3 ph / 2,300 volt, 1770 rpm, VSS motor complete with WP-1 enclosure, 115 volt space heater, 1.15 service factor, class F insulation, oversize conduit box, bearing RTDs, winding RTD, and two (2) Bentley Nevada 200150 accelerometers.

ADDERS:
1. Complete Initial Test - Non-Witnessed - \$4,030.00
2. Performance Curves - \$225.00
3. Safe Stall Curve - \$225.00
4. Bearing Life Calculation - \$200.00
5. Special Features Plate - \$125.00

Notes:
1. Items not included: Delivery, unloading at jobsite, installation, controls, MCC, VFD, electrical wiring or conduit, field painting

LEAD TIME IS 14 WEEKS AFTER RECEIPT OF ORDER

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
138,737.00	0.00	0.00	0.00	0.00	138,737.00 USD



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QUOTATION

Number : SQ018446-2 Page : 3 of 5
Sales order : Date : 9/27/2016
Your ref. : Our ref: 318
Requisition : Payme: Credit Check
Quotation deadline : 10/19/2016 Sales : DRM
Delivery Term : FOB Destination Name : Darrel R. Mize

TERMS AND CONDITIONS

1. **Applicability** – These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.

2. **Price** – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.
In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.
SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

3. **Warranty** – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.
Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.
SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. **Payment** – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as



**SMITH
PUMP
COMPANY, INC.**

**Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

**Phone: (512) 310-1480
Fax: (512) 310-1417**

**Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746**

**Contact :
Phone : 512 327 9204
Fax: 512 327 2947**

**Ship to : LCRA - West Travis Co. - RWPS
12215 Bee Caves Road
Austin, TX 78738**

**Contact : Eelhard Meneses
Phone : 512 327 9204
Fax: 512 327 2947**

QUOTATION

Number: SQ018446-2	Page : 4 of 5
Sales order	Date : 9/27/2016
Your ref.	Our ref: 318
Requisition	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term: FOB Destination	Name : Darrel R. Mize

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

6. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

7. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.

8. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

9. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.

10. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

11. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

12. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

13. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

ACCEPTED BY:
COMPANY NAME: _____



**SMITH
PUMP
COMPANY, INC.**

Bill to : MURFEE ENGINEERING
1101 Capital of Texas Highway
Building D
Suite 150
Austin, TX 78746

Contact:
Phone : 512 327 9204
Fax: 512 327 2947

Ship to : LCRA - West Travis Co. - RWPS
12215 Bee Caves Road
Austin, TX 78738

Contact: Eelhard Meneses
Phone : 512 327 9204
Fax: 512 327 2947

**Remit to: 3500 Comsouth Dr. Bldg. 4, Ste 500
Austin, TX 78744**

**Phone: (512) 310-1480
Fax: (512) 310-1417**

QUOTATION

Number: SQ018446-2	Page : 5 of 5
Sales order:	Date : 9/27/2016
Your ref.:	Our ref: 318
Requisition:	Payme: Credit Check
Quotation deadline : 10/19/2016	Sales : DRM
Delivery Term: FOB Destination	Name : Darrel R. Mize

PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

EXHIBIT F

MURFEE ENGINEERING COMPANY, INC.
CONSULTING ENGINEERS

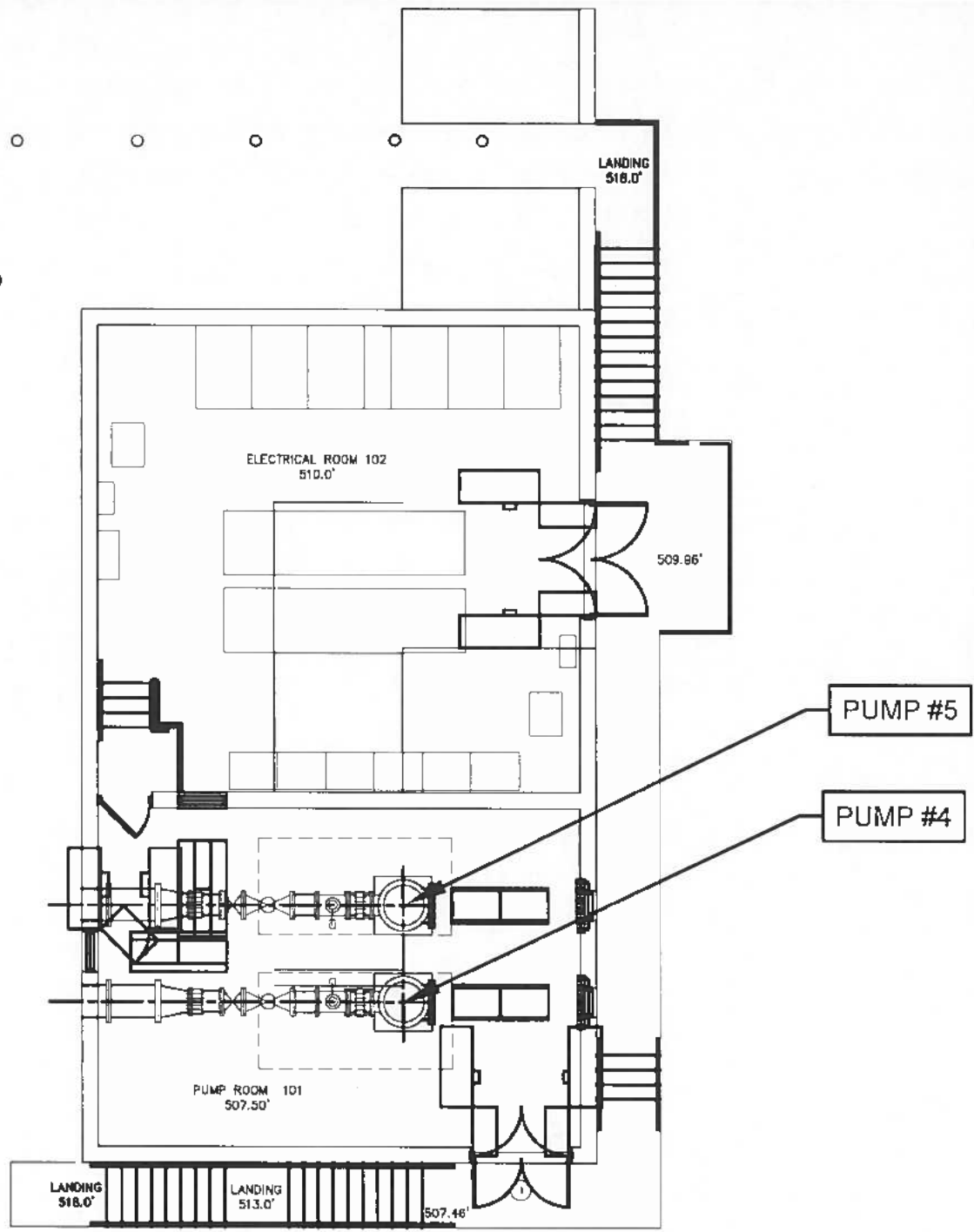
Client: WTCPUA Page: 1/1
 Project: Raw Water Intake Expansion Date: 9/18/15
 MEC File No. 11051.86 By: DL

ENGINEER'S OPINION of PROBABLE CONSTRUCTION COST

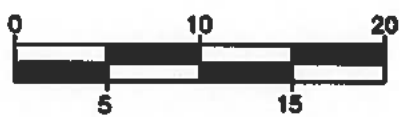
ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	AMOUNT
1	9 MGD Raw Water Replacement Pumps	3	EA	\$ 324,000.00	\$ 972,000.00
2	Intake Screen Expansion	1	LS	\$ 40,000.00	\$ 40,000.00
3	Wet Well Baffle Installation	1	LS	\$ 60,000.00	\$ 60,000.00
4	HVAC Installation	1	LS	\$ 268,493.00	\$ 268,493.00
5	Lighting Improvements	1	LS	\$ 38,700.00	\$ 38,700.00
6	Painting	1	LS	\$ 50,000.00	\$ 50,000.00
7	Architectural Improvements	1	LS	\$ 24,020.00	\$ 24,020.00
				Construction Cost Sub-total	\$ 1,453,213.00
8	Engineering (15%)				\$ 217,981.95
9	Contingency (10%)				\$ 167,119.50
				GRAND TOTAL	\$ 1,838,314.45

Note - Items 4-7 are taken directly from the draft report *West Travis County Regional Water System Facilities Condition Assessment* prepared by The Wallace Group

EXHIBIT G



SOURCE: RECORD DRAWING DATED MARCH 28, 2011.
 20 MGD PHASE 2 EXPANSION NO. 2 RAW WATER PUMP STATION PLAN



SCALE: 1"=10'


 Murfee Engineering Company		
<h2>EXHIBIT 'G'</h2> <h3>RAW WATER INTAKE PUMP STATION #2</h3>		
<small>1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746 (512) 327-9204</small>		
<small>Texas Registered Engineering Firm F-353</small>		
<small>FILE(LAYOUT): O:\11\05116\EXHIBITS G.dwg(Bx1)</small>	<small>DATE:</small>	<small>DRAWN: LDD</small>

EXHIBIT H



RPM SERVICES, INC.
27920 Hwy 288 • Iowa Colony, Texas 77583

e PROPOSAL

DATE: 11/14/16
CUSTOMER: U S Water
ATTENTION: Mike Sarot
LOCATION: Austin, Texas
EMAIL: msarot@uswatercorp.net
PHONE: 254-595-0729
SUBJECT: Motor swap at Water Intake

Quote Reference: Q16-1525-896

Scope of Supply –

- 1 millwright, 1 apprentice, and 1 electrician
- Truck, travel, tools, and labor
- Disconnect electricity to motor 1 and motor 3
- Take out motor 1 and swap with motor 3 and will take motor 3 for disassemble and inspection
- Crane support and transportation

Please note that sales tax is **not** included in this quote, all local and state taxes apply. This quote is based upon a routine installation. Any work outside of the Scope of Supply will be considered extra and will be on T & M.

BUDGETARY T & M TOTAL COST:

\$8,192.70

We appreciate the opportunity to provide this quotation and look forward to assisting with your maintenance needs in the future. If there are any questions, please contact me by either of the methods listed below. Thank You.

Robert Ramirez
RPM Services Inc.
281.595.3165 Office
361-208-3518 Cell
ramirez@rpm-services.com

Standard Terms and Conditions

QUOTATIONS – All quotations subject to acceptance within thirty (30) days from date of issue and are subject to change without notice thereafter. Any variance from the terms and conditions contained herein is subject to the approval and acceptance by an authorized representative of the Seller and is not binding until so approved and accepted in writing.

DELIVERY – Seller shall be excused for any delay in delivery or partial delivery, hereunder, resulting from any cause beyond its reasonable control, including but not limited to fire, explosion, flood, epidemic, war, interruption or delay in transportation or labor troubles. In case of delay caused by Buyer's failure to furnish necessary information as to specific details to be determined by said buyer, Seller may extend date for shipment for a reasonable time, based on period of Buyer's delay and/or conditions at Seller's service center. In case shipment is delayed by Buyer's failure to furnish shipping instructions or other details on request, Seller may at its option invoice material ready for shipment, and payment therefore shall be made in accordance with the terms hereof.

TITLE OF EQUIPMENT – The title to the goods and/or services sold hereunder, and the right of repossession and removal thereof, shall remain with the Seller until payment in full. Buyer agrees to properly care for all equipment and material delivered until the same is fully paid for, and to hold the Seller harmless against any taxes assessed upon the equipment and material, or any part thereof, after shipment.

EQUIPMENT SERVICES SOLD F.O.B. RPM FACILITY – All goods are sold F.O.B. Seller's Service Center. Delivery by Seller to Buyer is completed when the equipment is properly packaged for shipment, including any special shipping instructions from Buyer and handed over to and signed for by Carrier, the goods thereafter being at Buyer's risk. Buyer will make all claims against Carrier for damage incurred during shipment.

INSURANCE – From time of shipment to full payment to Seller, Buyer shall insure for benefit of Seller and Buyer goods furnished hereunder for fire, windstorm, and extended coverage. Buyer hereby waives all rights to recover from Seller for damage or loss for which buyer is protected by insurance. Seller makes no warranty, either expressed or implied in connection with the services of its field service personnel and shall have no liability either direct or indirect or for any loss, damage, injury, or expense resulting from or arising out of their service, and in no event for consequential damage or injury or for any amount in excess of the amount the Buyer paid the Seller for services rendered. The Seller's insurance coverage includes field services personnel while at the job site or traveling to and from the job site. Seller's insurance certificates are available upon request.

EQUIPMENT MODIFICATIONS – The Seller in conjunction with the Buyer will determine the design specifications associated with all equipment alterations and/or modifications to improve operational functionality. All modifications and/or repairs shall comply with acceptable rotating equipment engineering practices and standards. Modifications that may be considered experimental will require approval from the Buyer prior to proceeding.

WARRANTY – Seller warrants the equipment to be as specified herein. It is agreed that there are no other warranties, expressed or implied. Defects, which develop under normal and proper use and maintenance within twelve (12) months from date of shipment, will be corrected (defective parts / service will be performed F.O.B. Service Center), provided Buyer has complied with the Warranty Validation requirements shipped with the equipment item and given prompt notice to Seller of any such defects. Equipment is not guaranteed against chemical attack, corrosion, or abrasion, but all normal precautions will be taken to assure that goods used are of the material grade and analysis specified. No allowance will be made for repairs or replacements not authorized in writing by the Seller. Seller shall be notified of, and reserves the right to be represented at, any tests and/or inspections that Buyer may perform in conducting a root cause failure analysis. It is agreed that Seller shall in no event be held responsible or liable for any loss, damage, injury, or expense resulting from or arising out of their service, and in no event for consequential damage or injury for any amount in excess of the cost of repair or replacement of a specified part that may be found defective. All equipment components manufactured by others, but not included as part of specified equipment, will be subject to the standard warranty as issued by its manufacturer.

TAXES – Any tax, Federal, State or Municipal, levied on the sale of the equipment described herein or on the use or possession thereof after shipment by Seller, shall be borne and paid by Buyer; and if any such tax shall be due and payable and if Seller shall be chargeable by law for collection of same, Buyer will pay same to Seller on demand whether or not this contract of sale shall have been fully performed.

INVOICES – All invoices are due "Net 30" from the invoice date, unless otherwise negotiated. Invoices not paid when due will be subject to 1% interest per month from the date the invoice is due to the date paid. In case a note is accepted, it shall not be deemed payment but only evidence of indebtedness, and if any note, or renewal note, shall not be paid when due, the entire outstanding balance shall at option of holder become immediately due and payable, all fees and costs incurred in connection with the collection of any sum due to be paid by Buyer.

CANCELLATION – Buyer may not cancel any order except upon written notice to Seller and on payment of a reasonable and proper sum to compensate Seller for expenses incurred in processing said order to the date of cancellation, including planning, technical services, expenses and all work performed and other commitments incurred from date of acceptance to date of cancellation.

COMPLETE AGREEMENT – This document shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented, explained, or waived, except in writing, signed by an authorized representative of the Seller. In the case of invalid provisions exist herein, the invalidity or unenforceability of any particular provision of the Terms and Conditions herein shall not affect the other provisions hereof, and the Terms and Conditions herein shall be construed in all respects as if such invalid or unenforceable provision were omitted. This document shall be interpreted and enforced in accordance with the laws of the State of Texas, and Texas shall be the forum state for all disputes herein.

Attachment B

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
Board of Directors
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, Texas 78738

Date: February 9th, 2017 Project No.: 11051.108 WTCPUA Work Order No.
Project Name: Raw Water Intake Upgrade and Rehabilitation Design, Approval & Construction Administration

Scope/Intent and Extent of Services: Murfee Engineering Company, (MEC) proposes to provide the WTCPUA with engineering services necessary to prepare Project Plans and Specifications, assist the Client in securing the required approvals for construction, and to administrate the construction contract for the Raw Water Intake Upgrade and Rehabilitation Project through final completion and acceptance. The Project will include upgrade of Pump #1 and its motor, the associated electrical improvements, replacement of mechanical components between the pump discharge head and common header flange, replacement of the surge anticipation system, relocation of air compressor burp tank, addition of a second intake screen, lighting upgrades, and painting.

Task Detail:

Task 1 – Assist the WTCPUA in expedited procurement of a replacement pump of similar capacity to the existing Pump No. 1.

Task 2 – Prepare a complete set of plans and specifications for construction.

Task 3 – Prepare an exemption request to the TCEQ, respond to staff comments, and secure approval for construction. This task does not include obtaining a permit. Work is expected to be considered as maintenance.

Task 4 – Administrate the construction contract, which task shall include administration of the bidding phase, review of submittals, construction observation, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administrate the construction contract, including engineer's certifications upon completion.

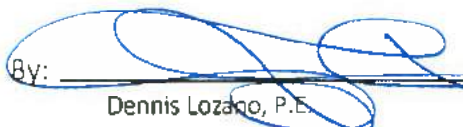
Fee Arrangement: Time and materials in accordance with the approved rate sheet with an estimated fee of \$117,480.00.

The estimated fees does not include any direct reimbursable expenses.

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

Offered By:
Murfee Engineering Co.

Accepted By:
WTC Public Utility Agency

By:  2.9.17
Dennis Lozano, P.E. Date

 2/16/2017
Signature Date

(Printed Name/Title)

Attachment C


MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: February 8th, 2017

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

FROM: Dennis Lozano, P.E. 

RE: Raw Water Intake Status Update – February 2017

CC: Rob Pugh – WTCPUA
Curtis Wilson – WTCPUA
George Murfee, P.E.

MEC File No.: 11051.10

The following status update on the Raw Water Intake (RWI) assessment, repair, rehabilitation, and expansion is provided per Board directive and is current as of the date of this memorandum. As requested, a tabular summary by pump is provided preceding the narrative.

Pump Station	Pump No.	Capacity (MGD)	Status	Action Items	Schedule
RWI No. 1	1	<u>6</u> 9	Offline	Disassembly & <u>inspection</u> Expansion	<u>4 weeks</u> Q4 2017
	2	6	Online	Replacement	21 weeks
	3	6	Online	Replacement with refurbished	8-12 weeks
RWI No. 2	4	5.5	Online	Repair shaft	Q4 2017
	5	5.5	Online	Repair shaft	Q4 2017
TOTAL		22			

Under the existing authorization to perform work on the RWI, Smith Pump mobilized on February 1st to:

1. Remove the motor from Pump No. 3 and load it on a WTCPUA trailer for shipping to Hamilton Electric for evaluation.

2. Remove the motor from Pump No. 1 and relocate it to Pump No. 3.
3. Remove Pump No. 1 and load it on a Smith Pump trailer for shipping to their facility for disassembly and inspection.
4. Start-up Pump No. 3 using the relocated motor and test it for performance.

Items 1 and 2 were completed on February 1st. Upon removal of Pump No. 1 from the wet well, it was discovered that a segment of the pump bowl assembly had separated from the assembly, remaining on the wet well floor. The driver of the 40' trailer onto which Pump No. 1 was to be loaded said that he could not navigate the access drive to the RWI, so a decision was made to disassemble the pump on site and load it onto a shorter trailer. Mr. Sarot of the WTCPUA, who was directing efforts, contacted Chapman Marine (a professional dive team) late February 1st to address the pump bowls and screen remaining on the wet well floor. Owing to the relationship Mr. Sarot has with the company, an expedited mobilization occurred on February 2nd and the diver was able to rig the pump parts for extraction and conducted an inspection of the remaining pumps while he was in the wet well. The screen of Pump No. 2 was found to have separated and also was lying on the wet well floor. The work and inspection was recorded on video, though underwater visibility is such that visual inspection is not possible. Pump No. 1 is scheduled for loading and shipment on February 8th.

Inspection of Pump No. 1 on the yard of the RWI indicates evidence of galvanic corrosion of the bolts holding the components of the assembly together. The corrosion has advanced to such an extent that every bolt in a 12-bolt flange had failed completely, allowing the separation of two of the pump stages as indicated in Figures 1 & 2, below. The pump shaft had also failed completely, but it is unknown whether the failure occurred as a result of or prior to the bowl separation. The corrosion is cause for concern, as it is assumed that the same assembly specifications were used on all three pumps. The separation of the screen on Pump No. 2 as indicated above is further evidence of advanced corrosion present elsewhere in the pump station.



Figure 1: Flange Separation at Stage 2 in Pump No. 1



Figure 2: Pump No. 1 Remaining Pump Assembly



Figure 3: Pump No. 1 Bolt Corrosion Detail

Per Board action at the special meeting held on January 24th, 2017 to order a “like in kind” (similar in capacity but from a different manufacturer) replacement pump, MEC worked closely with Smith Pump to make a selection from the Flowserve line that will perform under all operating conditions, both current, replacement, and expanded future. The purchase order was executed on February 2nd and confirmation from Smith Pump Company received on February 3rd. The 21-week lead time quoted by Smith Pump for delivery places the delivery date on June 30th. We will maintain communication with Smith Pump through the process and monitor manufacturing progress, hopefully capitalizing on opportunities to shorten the lead time for delivery.

The missing screen on Pump No. 2 does not pose an immediate concern in and of itself, but as described above, does indicate advanced corrosion in the assembly. Pump No. 2 also has a severely worn shaft that needs to be addressed, however as one of only two operating pumps in RWI No. 1, it needs to remain in service until a rehabilitated or replacement pump can be installed.

Currently two pumps are able to run and produce raw water in RWI No. 1 – Pump Nos. 2 & 3. Together with Pump Nos. 4 & 5 in RWI No. 2, the total current pumping capacity is the rated firm capacity of 22 MGD. During startup for the reassembled Pump No. 3 a control valve malfunction was discovered. The issue was addressed to the point that the pump can be run manually, and efforts are ongoing under the direction of Mr. Sarot to recommission Pump No. 3 to run in automatic mode.

Due to the advanced corrosion observed and in general keeping with comprehensive preventative maintenance and assessment, it is recommended that Pump No. 1 be refurbished if possible, and replace Pump No. 2, which replacement can likely occur before the replacement for the new like-in-kind

replacement pump is delivered. We recommend that Pump No. 2 be disassembled and evaluated for potential refurbishment as a spare at that time. Also owing to the advanced state of corrosion, it is recommended that the like-in-kind replacement pump be installed in the Pump No. 3 position when it is delivered. Pending the outcome of the previous assessments, the existing Pump No. 3 may be shipped out for assessment and potential refurbishment as a spare.

Following this course of recommended actions, at the end of the like-in-kind replacement RWI No. 1 will have one refurbished and one new pump operating and the total system capacity will remain at 22 MGD. Depending on several factors, the WTCPUA may elect to proceed with maintenance of Pump Nos. 4 & 5 at that time (one at a time), or to wait until demand falls in the cooler months.

The current direction of the Board from the January 24th special meeting was to procure an expansion pump replacement for RWI No. 1 per conventional procurement measures, using public advertisement and bidding for the project as a whole, which includes many aspects in addition to the expanded pump installation. Under the current schedule, that project will be conducted during Q4 2017 and Q1 2018 such that the upgraded capacity is available for service prior to spring and summer demands of 2018.


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: March 8th, 2017

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

FROM: Dennis Lozano, P.E. 

RE: Raw Water Intake Status Update – March 2017

CC: Rob Pugh – WTCPUA
Curtis Wilson – WTCPUA
George Murfee, P.E.

MEC File No.: 11051.10

The following status update on the Raw Water Intake (RWI) assessment, repair, rehabilitation, and expansion is provided per Board directive and is current as of the date of this memorandum. As requested, a tabular summary by pump is provided preceding the narrative.

Pump Station	Pump No.	Capacity (MGD)	Status	Action Items	Schedule
RWI No. 1	1	6 9	Offline	Disassembly & inspection Expansion	<u>complete</u> Q4 2017
	2	6	Online	Replacement	17 weeks
	3	6	Online	Replacement with refurbished	4-8 weeks
RWI No. 2	4	5.5	Online	Repair shaft	Q4 2017
	5	5.5	Online	Repair shaft	Q4 2017
TOTAL		22			

Currently two pumps are able to run and produce raw water in RWI No. 1 – Pump Nos. 2 & 3. Together with Pump Nos. 4 & 5 in RWI No. 2, the total current pumping capacity is the rated firm capacity of 22

MGD. During startup for the reassembled Pump No. 3 a control valve malfunction was discovered. WTCPUA staff has been able to recommission Pump No. 3 in automatic mode.

Smith Pump has completed disassembly and inspection of Pump No. 1 and is finalizing their assessment report. The preliminary recommendation communicated by phone will be “rebowling” of the pump, which involves reusing only the column pipe and discharge head and will require all new cast parts. Cost and schedule will be included in the report.

Following this course of recommended actions, at the end of the like-in-kind replacement RWI No. 1 will have one refurbished and one new pump operating and the total system capacity will remain at 22 MGD. Depending on several factors, the WTCPUA may elect to proceed with maintenance of Pump Nos. 4 & 5 at that time (one at a time), or to wait until demand falls in the cooler months.

Design work on the expansion project is underway and meetings with valve and pump manufacturers are being conducted to clarify technical compatibility. Under the current schedule, that project will be conducted during Q4 2017 and Q1 2018 such that the upgraded capacity is available for service prior to spring and summer demands of 2018.

Attachment 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: March 2, 2017

TO: Curtis Wilson, P.E. – WTCPUA
Michael Sarot – WTCPUA

FROM: Eelhard Meneses, P.E. 

RE: WTCPUA Raw Water Intake Pump Station Upgrade

CC: Robert Pugh – WTCPUA
Dennis Lozano, P.E. - MEC

MEC File No.: 11051.108

The purpose of this memo is to present a list of tasks that are being considered for the Raw Water Intake Pump Station #1 (RWIPS #1) Upgrade Project.

Information was gathered during site visits and meetings with Michael Sarot. The following reports were also used in preparation of the task list:

- Feasibility Report WTC Regional Water System Raw Water Intake Expansion, PBS&J, July 2002.
- WTC Regional Water System Facilities Condition Assessment, The Wallace Group, August 2015.
- Raw Water Intake Expansion Preliminary Engineering Report, Murfee Engineering, October 2015.

The task list considered for the RWIPS #1 Upgrade is as follows:

- Item 1 - Upgrade one pump from 6MGD to 9MGD.
- Item 2 - Upgrade one pump motor from 750hp to 1,000hp.
- Item 3 - Installation of baffle walls inside wet well to prevent vortex effect when two or more pumps run at the same time.
- Item 4 - Replacement of all piping and appurtenances between the upgraded pump to the main header.
- Item 5 - Replacement of control valves on all three pumps.

Item 6 - Replacement of entire surge anticipator system and valves.

Item 7 - Upgrade of the intake screen.

Item 8 - Removal of all piping that is not in-service.

Item 9 - Overall cleaning of the entire RWIPS #1.

Item 10 - Lighting upgrade to LEDs.

Item 11 - Installation of skylight on existing hatches to provide a better working environment.

Item 12 - Relocation of burp tank to outside of the building to free-up space inside building.

Item 13 - Installation of new louver system on access door to RWIPS #1 with new screen and filter.

Item 14 - Blast all piping to SP-10 and recoat.

Item 15 - Repaint entire inside of RWIPS #1 building.

Please review this task list and let us know if there are any additional items that need to be included or if it is believed that certain items should not be considered for this project.

Attachment E

MANPOWER & BUDGET ESTIMATE

Client:		WTCPUA										
Project:		RWI Expansion and Rehabilitation Additional Efforts										
Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Associate / Field Inspector	Engineering Technician II	Senior CAD Design Technician	Technical Administrative Assistant	Total Hours	Labor Cost
	Hourly Rate	\$300	\$250	\$200	\$175	\$145	\$80	\$115	\$165	\$85		
1. Evaluation of Pump #2 and #3 for direct purchase by Owner		1	4		16	6			4		31	\$ 5,630.00
2. Research (review record drawings, submittals, design details, etc.) for Pump #2 and #3. Research of items requested by Operator such as motor operated valves as opposed to hydraulic control valves			2	4	10	16			4		36	\$ 6,030.00
3. Meetings with Owner, Operator, and Manufacturers			8		12						20	\$ 4,100.00
4. Design & Preparation of Construction Plans for Additional Items not on original scope (extra control valves, piping, new hydroburst system, new screen at the lake, skylights, baffle walls inside wetwell, upgrade of pump)		4	25	20	60	20		20	40	20	209	\$ 35,450.00
5. Submittal Review		1	4		24	10			8	4	51	\$ 8,610.00
6. Construction Administration		1	8		14		120				143	\$ 14,350.00
											490	\$ 74,170.00
Outside Services												
												\$ -
												\$ -
												\$ -
												\$ -
	Hours	6	47	24	120	46	120	20	52	24		
	Labor Cost	\$1,800	\$11,750	\$4,800	\$21,000	\$6,670	\$9,600	\$2,300	\$8,580	\$2,040	TOTAL	\$ 74,170.00

Notes:

ITEM E

OFFICE LEASE AGREEMENT

HILL COUNTRY TEXAS GALLERIA, LLC,
a Texas limited liability company
Landlord

and

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
Tenant

BEE CAVE, TEXAS

Date: _____, 2018

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BASIC LEASE INFORMATION

Lease Date: _____, 2018

Tenant: West Travis County Public Utility Agency

Tenant's Address: 13215 Bee Cave Parkway
Building B
Bee Cave, Texas 78738
Attention: Mr. Robert Pugh

Landlord: Hill Country Texas Galleria, LLC, a Texas limited liability company

Landlord's Address: 13215 Bee Cave Parkway
Building A, Suite 140
Bee Cave, Texas 78738
Attn: Adrian M. Overstreet
Telephone: (512) 263-8894

With a copy to: Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701
Attn: Kimberly S. Beckham
Telephone: (512) 435-2382
Facsimile: (512) 435-2360

Premises: Suite No. _____ containing approximately 4,698 rentable square feet on the first floor of the Building. The Premises are outlined on the plan attached to the Lease as **Exhibit "A-1"**. Landlord and Tenant agree that prior to the Commencement Date hereunder, the rentable square footage of the Premises shall be measured in accordance with Section 4(g) below. If the rentable square footage of the Premises or the Building is determined to be greater or lesser than the figures stated herein, Basic Rental and Tenant's Proportionate Share shall be adjusted by the parties accordingly and such adjustment set forth in a written amendment to this Lease signed by Landlord and Tenant.

Building: A new building located on the land described on **Exhibit "A"** attached hereto (the "Land") and commonly known as "Galleria Oaks Building B".

Project: The Building, along with one additional office building, together with a garage and common areas serving such improvements and such additions, deletions and other changes as Landlord may from time to time designate, as shown on **Exhibit "A-2"** attached hereto.

Term: 85 months, commencing on October 1, 2018 ("Commencement Date"), and ending at 5:00 p.m., 85 months later, subject to adjustment and earlier termination as provided in the Lease; provided, however, Tenant will have the right to enter the Premises ten (10) days prior to the Commencement Date for installation of wiring and cabling, services, equipment and furniture at no cost on the condition that such Tenant work does not interfere with Landlord's construction and installation of the Work (defined in **Exhibit "D"**).

Basic Rental:

<u>Period</u>	<u>Per Square Ft. Rent Rate</u>	<u>Annual Basic Rent</u>	<u>Monthly Basic Rent</u>
Month 1	\$0.00*	\$0.00*	\$0.00*
Months 2-12	\$26.00	\$122,148.00	\$10,179.00
Months 13-24	\$26.80	\$125,906.40	\$10,492.20
Months 25-36	\$27.60	\$129,664.80	\$10,805.40
Months 37-48	\$28.40	\$133,423.20	\$11,118.60
Months 49-62	\$29.30	\$137,651.40	\$11,470.95
Months 63-72	\$30.18	\$141,785.64	\$11,815.47
Months 73-85	\$31.09	\$146,060.82	\$12,171.74

The Annual Basic Rent and Monthly Basic Rent set forth above are subject to final measurement of the Premises in accordance with BOMA standards pursuant to Section 4(g) of this Lease.

*Basic Rental to be abated for the first full month of the Term. Tenant shall be responsible for paying Tenant's Proportionate Share of Basic Costs beginning on the Commencement Date.

Security Deposit:

\$16,086.74

Rent:

Basic Rental, Tenant's Proportionate Share of Basic Costs and all other sums that Tenant owes to Landlord under the Lease.

Permitted Use:

General office use.

Tenant's Proportionate Share:

The percentage obtained by dividing (a) the total, rentable square feet in the Premises as determined by final measurement of the Premises in accordance with BOMA standards, by (b) the total, rentable square feet in the Project, as determined by final measurement of the Building in accordance with BOMA standards pursuant to Section 4(g) of this Lease, which percentage is estimated to be 3.17 % on the Lease Date.

Tenant's Estimated Proportionate Share of Basic Costs:

See Section 4. Initially estimated to be \$10.00 per rentable square foot per year.

Initial Liability Insurance Amount

\$2,000,000.00

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

LANDLORD:

HILL COUNTRY TEXAS GALLERIA, LLC, a Texas limited liability company

By: _____
Adrian M. Overstreet, Manager

TENANT:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President, WTCPUA Board of Directors

Attest: _____
Ray Whisenant, Secretary, WTCPUA Board of Directors

LEASE

THIS LEASE AGREEMENT (this "Lease") is entered into as of _____, 2018, between Hill Country Texas Galleria, LLC, a Texas limited liability company ("Landlord"), and West Travis County Public Utility Agency ("Tenant").

DEFINITIONS AND BASIC PROVISIONS 1. The definitions and basic provision set forth in the Basic Lease Information (the "Basic Lease Information") executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes.

LEASE GRANT 2. Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

TERM 3. If the Commencement Date is not the first day of a calendar month, then the Term shall be extended by the time between the Commencement Date and the first day of the next month. By occupying the Premises, Tenant shall be deemed to have accepted the Premises in their **AS IS, WHERE IS AND WITH ALL FAULTS** condition as of the date of such occupancy. Tenant shall execute, or correct if necessary, and deliver to Landlord, within thirty (30) days after Landlord has requested same, a letter confirming (1) the Commencement Date, (2) that Tenant has accepted the Premises, and (3) that Landlord has performed all of its obligations with respect to the Premises (except for punch-list items specified in such letter).

RENT 4. (a) Payment. Tenant shall timely pay to Landlord the Basic Rental and all additional sums to be paid by Tenant to Landlord under this Lease, including the amounts set forth in **Exhibit "C"**, without deduction or set off, at Landlord's Address (or such other address as Landlord may from time to time designate in writing to Tenant). Basic Rental, adjusted as herein provided, shall be payable monthly in advance. The first monthly installment of Basic Rental shall be payable contemporaneously with the execution of this Lease; thereafter, monthly installments of Basic Rental shall be due on the first day of each succeeding calendar month during the Term. Basic Rental for any fractional month at the beginning of the Term shall be prorated based on 1/365 of the current annual Basic Rental for each day of the partial month this Lease is in effect, and shall be due on the Commencement Date.

(b) (Intentionally Omitted.)

(c) Basic Costs. Tenant shall pay to Landlord an amount equal to the product of (1) Basic Costs (as described on **Exhibit "C"**), multiplied by (2) Tenant's Proportionate Share ("Tenant's Proportionate Share of Basic Costs"), with no Landlord mark-up or administrative charges added to such Basic Costs. Landlord may collect such amount in a lump sum, to be due within 30 days after Landlord furnishes to Tenant the Annual Cost Statement (as defined below). Alternatively, at Landlord's request, Tenant shall pay to Landlord, on the first day of each calendar month beginning on the Commencement Date, an amount equal to 1/12 of Tenant's estimated Proportionate Share of Basic Costs ("Tenant's Estimated Proportionate Share of Basic Costs"). From time to time during any calendar year, Landlord may estimate and re-estimate Tenant's Estimated Proportionate Share of Basic Costs to be due by Tenant for that calendar year and deliver a copy of the estimate or re-estimate to Tenant. Thereafter, the monthly installments of estimated Basic Costs payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid all of Tenant's Proportionate Share of Basic Costs as estimated by Landlord.

(d) Annual Cost Statement. By April 1 of each calendar year, or as soon thereafter as practicable, Landlord shall furnish to Tenant a statement of Landlord's actual Basic Costs

(the “Annual Cost Statement”) for the previous year adjusted as provided in Section 4.(e). If the Annual Cost Statement reveals that Tenant paid more for Basic Costs than Tenant’s Proportionate Share of Basic Costs in the year for which such statement was prepared, then Landlord shall reimburse or credit Tenant for such excess within 30 days after delivery of the Annual Cost Statement in question; likewise, if Tenant paid less than Tenant’s Proportionate Share of Basic Costs for such year, then Tenant shall pay Landlord such deficiency within 30 days after delivery of the Annual Cost Statement in question.

(e) Adjustments to Basic Costs. With respect to any calendar year or partial calendar year in which the Project is not occupied to the extent of 95% of the rentable area thereof, the Basic Costs for such period shall, for the purposes hereof, be increased to the amount which would have been incurred had the Project been occupied to the extent of 95% of the rentable area thereof.

(f) Audit of Basic Costs. If Tenant desires to audit Landlord’s determination of the actual amount of Tenant’s Proportionate Share of Basic Costs for any calendar year, Tenant must deliver to Landlord written notice of Tenant’s election to audit within 60 days after Landlord’s delivery of the Annual Cost Statement. If such notice is timely delivered, Tenant (but not any subtenant or assignee unless approved in accordance with Section 10 below) may, at Tenant’s sole cost and expense, cause a certified public accountant reasonably acceptable to Landlord to audit Landlord’s records relating to such amounts; provided, however, such certified public accountant may not charge for such services on a contingency basis. Such audit will take place during regular business hours at a time and place reasonably acceptable to Landlord (which may be the location where Landlord or Property Manager maintains the applicable records). Tenant’s election to audit Landlord’s determination of Tenant’s Proportionate Share of Basic Costs is deemed withdrawn unless Tenant causes the audit report to be delivered to Landlord within 90 days after the date Tenant delivers its notice of election to audit to Landlord under this Section. If the audit report shows that the amount Landlord charged Tenant for Tenant’s Proportionate Share of Basic Costs was greater than the amount this Lease obligates Tenant to pay, unless Landlord reasonably contests the results of the audit, Landlord will refund the excess amount to Tenant within 30 days after Landlord receives a copy of the audit report. If Landlord reasonably contests the results of Tenant’s initial audit and Landlord and Tenant cannot resolve the items in dispute, Tenant shall have the right to conduct a second audit, at its sole cost and expense, using a certified public accountant reasonably acceptable to Landlord within 30 days after Landlord’s notice of contest. The provisions of this paragraph shall also apply to such second audit. If the audit report shows that the amount Landlord charged Tenant for Tenant’s Proportionate Share of Basic Costs was less than the amount this Lease obligates Tenant to pay, Tenant will pay to Landlord the difference between the amount Tenant paid and the amount determined in the audit. Pending resolution of any audit under this Section, Tenant will continue to pay to Landlord all estimated amounts of Tenant’s Proportionate Share of Basic Costs in accordance with Section 4(c). Tenant must keep all information it obtains in any audit strictly confidential and may only use such information for the limited purpose this Section describes and for Tenant’s own account. If such audit reveals an overcharge of more than five percent (5%), then Landlord shall, in addition to reimbursing the overcharge, reimburse Tenant for the reasonable cost of such audit.

(g) Tenant’s Right to Verify Rentable Square Footage. Within 60 days following the Commencement Date, Tenant shall have the right, in its sole discretion and at Tenant’s sole cost and expense, to hire a qualified consultant, selected by Tenant and reasonably approved by Landlord, experienced in calculating rentable and usable square footages of office buildings using the BOMA guidelines titled “Office Buildings: Standard Methods of Measurement (ANSI/BOMA Z65.1 – 2010) (“BOMA Guidelines”) to verify the square footage of the Building and/or the Premises. If Tenant elects not to verify the square footage of the Building and/or the Premises during such 60-day period, Tenant shall be

deemed to have accepted Landlord's square footages as set forth in the Basic Lease Information. If Tenant exercises its right to verify the square footage of the Building and/or the Premises, and if Tenant's results are different from Landlord's set forth in the Basic Lease Information, Tenant will notify Landlord of such discrepancy and deliver copies of all of Tenant's calculations to Landlord ("Tenant's Calculation Notice"). For a period of 30 days after Landlord's receipt of Tenant's Calculation Notice, Landlord's consultant (which shall be paid for by Landlord) and Tenant's consultant shall use good faith efforts to work together to verify and agree upon the square footages of the Building and/or the Premises, as applicable. If Landlord's consultant and Tenant's consultant are unable to agree upon the square footages of the Building and/or the Premises pursuant to the BOMA Guidelines, Landlord and Tenant agree to jointly engage a third consultant who is experienced in calculating square footages for office buildings using the BOMA Guidelines. Such third consultant shall be provided with the calculations, work papers, and conclusions produced by Tenant's and Landlord's respective initial consultants, and the determination of such third consultant shall be final and binding upon Landlord and Tenant. Landlord and Tenant shall share the cost of any such third consultant equally.

DELINQUENT
PAYMENT;
HANDLING
CHARGES

5. If Landlord does not receive any payment of Rent, or any other sums due from Tenant to Landlord under the Lease, within five days after the date the payment is due, such overdue amounts will bear interest from the date due until paid at the maximum lawful rate. Alternatively, Landlord may charge Tenant a fee equal to 5% of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent the same are considered to be interest under applicable Laws (defined below), exceed the maximum lawful rate of interest.

SECURITY
DEPOSIT

6. Contemporaneously with the execution of this Lease, Tenant shall pay to Landlord, in immediately available funds, the Security Deposit, which shall be held by Landlord without liability for interest and as security for the performance by Tenant of its obligations under this Lease. The Security Deposit is not an advance payment of Rent or a measure or limit of Landlord's damages upon an Event of Default (defined below). Landlord may, from time to time and without prejudice to any other remedy, use all or a part of the Security Deposit to perform any obligation which Tenant was obligated, but failed, to perform hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. By no later than 30 calendar days after the Term ends, provided Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the balance of the Security Deposit not applied to satisfy Tenant's obligations. If Landlord transfers its interest in the Premises, then Landlord may assign the Security Deposit to the transferee and Landlord thereafter shall have no further liability for the return of the Security Deposit.

LANDLORD'S
OBLIGATIONS

7. (a) Services. Landlord shall furnish to Tenant (1) water (hot and cold) at those points of supply provided for general use of tenants of the Building; (2) heated and refrigerated air conditioning as appropriate, during normal business hours (as defined below in this Section 7(a)), and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard; (3) window washing as may from time to time in Landlord's judgment be reasonably required; (4) elevators for ingress and egress to the floor on which the Premises are located, in common with other tenants, provided that Landlord may reasonably limit the number of elevators to be in operation at times other than during normal business hours (as defined below in this Section 7(a)); (5) replacement of light bulbs and fluorescent tubes with Building-standard light bulbs and fluorescent tubes or non-Building standard light bulbs and fluorescent tubes provided by Tenant; (6) use of the Building card-key access system, which will be installed on the main exterior doors to the Building, and periodic security patrol of the Project exterior outside of normal business hours; and (7) electrical current during normal business hours at a power capacity available in the Building on the date hereof ("Normal Usage"). Landlord shall maintain the common

areas of the Project in reasonably good order and condition, except for damage occasioned by Tenant, or its employees, agents or invitees. If Tenant desires any of the services specified in this Section 7(a) at any time other than times herein designated, such services shall be supplied to Tenant upon the written request of Tenant delivered to Landlord before 3:00 p.m. on the business day preceding such extra usage, and Tenant shall pay to Landlord an amount equal to Landlord's actual cost of such services within 30 days after Landlord has delivered to Tenant an invoice therefore. As used herein, the term "normal business hours" shall mean from 7:00 a.m. to 7:00 p.m. Monday through Friday and from 8:00 a.m. to 1:00 p.m. on Saturdays, except for legal holidays. Tenant, at its sole cost and expense, shall have the right to install a separately metered HVAC unit for Tenant's server room, provided the plans and specifications for such HVAC unit are approved in advance in writing by Landlord. The Building shall have both AT&T and Time Warner available for telephone and internet services.

(b) Excess Utility Use. Landlord shall use reasonable efforts to furnish electrical current for special lighting, computers and other equipment whose electrical energy consumption exceeds Normal Usage through the then-existing feeders and risers serving the Project and the Premises, and Tenant shall pay to Landlord the cost of such service within ten days after Landlord has delivered to Tenant an invoice therefore. Landlord may determine the amount of such additional consumption and potential consumption by either or both: (1) a survey of standard or average tenant usage of electricity in the Project performed by a reputable consultant selected by Landlord and paid for by Tenant; or (2) a separate meter in the Premises installed, maintained, and read by Landlord, at Tenant's expense. Tenant shall not install any electrical equipment requiring special wiring or requiring electrical current in excess of Normal Usage unless approved in advance by Landlord. The use of electricity in the Premises shall not exceed the capacity of existing feeders and risers to or wiring in the Premises. Any risers or wiring required to meet Tenant's excess electrical requirements shall, upon Tenant's written request, be installed by Landlord, at Tenant's cost, if, in Landlord's sole and absolute judgment, the same are necessary and shall not cause permanent damage or injury to the Project, Building or the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expenses, or interfere with or disturb other tenants of the Project. If Tenant uses machines or equipment (other than general office machines, personal computers and electronic data processing equipment) in the Premises which affect the temperature otherwise maintained by the air conditioning system or otherwise overload any utility, Landlord may install supplemental air conditioning units or other supplemental equipment in the Premises, and the cost thereof, including the cost of installation, operation, use, and maintenance, shall be paid by Tenant to Landlord within ten days after Landlord has delivered to Tenant an invoice therefore.

(c) Discontinuance. Landlord's obligation to furnish services under Section 7.(a) shall be subject to the rules and regulations of the supplier of such services and governmental rules and regulations.

(d) Restoration of Services; Abatement. Landlord shall use reasonable efforts to restore any service that becomes unavailable; however, such unavailability (unless such unavailability is caused by the gross negligence or intentional misconduct of Landlord) shall not (i) render Landlord liable for any damages caused thereby, (ii) be a constructive eviction of Tenant, (iii) constitute a breach of any implied warranty, or, except as provided in the next sentence, or (iv) entitle Tenant to any abatement of Tenant's obligations hereunder. However, if Tenant is prevented from making reasonable use of the Premises for more than 30 consecutive days (or 7 days if the reason for such unavailability is within the reasonable control of Landlord or caused by Landlord or someone acting under Landlord) because of the unavailability of any such service, Tenant shall, as its exclusive remedy therefore, be entitled to a reasonable abatement of Rent for each consecutive day (after such 30-day or 7 day period, as applicable) that Tenant is so prevented from making reasonable use of the

Premises.

IMPROVEMENTS;
ALTERATIONS;
REPAIRS;
MAINTENANCE

8. (a) Improvements; Alterations. Tenant hereby acknowledges and agrees that the Premises is being Leased in its “**AS IS, WHERE IS, WITH ALL FAULTS**” condition with Tenant accepting possession of the Premises on the Commencement Date with all defects, if any; and Landlord makes no warranty of any kind, express or implied, with respect to the Premises (without limitation, Landlord makes no warranty as to the habitability, fitness or suitability of the Premises for a particular purpose nor as to the absence of any toxic or otherwise hazardous substance). This Section 8 is subject to any contrary requirements under applicable law; however, Landlord shall provide Tenant with the opportunity to inspect the Premises and to have qualified experts inspect the Premises prior to the Lease Date. No alterations or physical additions in or to the Premises may be made without Landlord’s prior written consent. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type on or about the Premises without the prior written consent of Landlord. All alterations, additions, or improvements (whether temporary or permanent in character, and including without limitation all air-conditioning equipment and all other equipment that is in any manner connected to the Building’s plumbing system) made in or upon the Premises, either by Landlord or Tenant (except with respect to non-permanent improvements made by Tenant), shall be Landlord’s property at the end of the Term and shall remain on the Premises without compensation to Tenant. Approval by Landlord of any of Tenant’s drawings and plans and specifications prepared in connection with any improvements in the Premises shall not constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any use, purpose, or condition, but such approval shall merely be the consent of Landlord as required hereunder. Notwithstanding anything in this Lease to the contrary, Tenant shall be allowed to make non-material alterations, additions or improvements to the Premises without Landlord’s consent. For the purpose of this paragraph, the term “non-material” shall mean any alteration, addition or improvement: (i) that is not visible from common areas within the Building; (ii) that does not create a nuisance; (iii) that complies with all applicable laws, including all required permitting for the work; (iv) that does not affect the structure of the Building (including its Building systems) or the Premises; and (v) that costs less than \$5,000.00. Notwithstanding anything in this Lease to the contrary, following the Lease Date, Tenant shall be responsible for the cost of all work required to comply with the requirements of the Americans with Disabilities Act of 1990, and all rules, regulations, and guidelines promulgated thereunder (the “ADA”), as the same may be amended from time to time, necessitated by any installations, additions, or alterations made in or to the Premises at the request of or by Tenant or by Tenant’s use of the Premises, regardless of whether such cost is incurred in connection with retrofit work required in the Premises or in other areas of the Building. Landlord covenants that as of the Commencement Date of this Lease, the Premises and all Tenant improvements performed by Landlord, if any, and the Building shall comply with all applicable provisions of the ADA, and that from and after the Commencement Date of this Lease, Landlord shall be responsible for compliance with the ADA as it relates to the Building generally, and Tenant shall be responsible for compliance with the ADA as it relates to the Premises, only with respect to installations, additions or alterations in or to the Premises requested by or made by the Tenant. Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Building or of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Building or the Premises.

(b). Repairs; Maintenance. Tenant shall maintain the Premises in a clean, safe, operable attractive condition, and shall not permit or allow to remain any waste or damage to any

portion of the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Building caused by Tenant or Tenant's agents, contractors, or invitees. If Tenant fails to make such repairs or replacements within 15 days after the occurrence of such damage, then Landlord may make the same at Tenant's cost. In lieu of having Tenant repair any such damage outside of the Premises, Landlord may repair such damage at Tenant's cost. The cost of any repair or replacement work performed by Landlord under this Section 8 shall be paid by Tenant to Landlord within 30 days after Landlord has delivered to Tenant an invoice therefore.

(c). Performance of Work. All work described in this Section 8 shall be performed only by Landlord or by contractors and subcontractors approved in writing by Landlord, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant shall cause all contractors and subcontractors engaged by Tenant, if any, to procure and maintain insurance coverage against risks, in such amounts, and with such companies as Landlord may reasonably require, and to procure payment and performance bonds reasonably satisfactory to Landlord covering the cost of the work. All such work shall be performed in accordance with all legal requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by the Building's engineer of record.

(d). Mechanic's Liens. Tenant shall not permit any mechanic's liens to be filed against the Premises, the Project or the Building for any work performed, materials furnished or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall, within ten business days after Landlord has delivered written notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within 30 days after Landlord has delivered to Tenant an invoice therefore.

(e) Signs. Landlord will initially provide to Tenant, (i) one Building-standard tenant identification sign adjacent to the entry door of the Premises (which may be shared with any approved subtenant of Tenant) and (b) one standard Building directory listing for Tenant and any approved subtenant of Tenant. Tenant will have the right to install signage on the Tenant's reception wall that is visible from the main lobby of the Building. All Tenant signage must conform to Landlord's sign criteria and any applicable governmental rules and regulations, including, the City of Bee Cave, Texas sign ordinance.

USE

9. Tenant shall occupy and use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, and occupancy of the Premises. Tenant shall have access to and the right to the use of the Premises 24 hours per day, seven days per week during the Term. The Premises shall not be used for any use which is disreputable or creates extraordinary fire hazards or results in an increased rate of insurance on the Building or its contents or the storage of any hazardous materials or substances. If, solely because of Tenant's acts, the rate of insurance on the Building or its contents increases, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase on demand, and acceptance of such payment shall not constitute a waiver of any of Landlord's other rights. Tenant shall conduct its business and control its agents, employees, and invitees in such a manner as not to create any nuisance or interfere with other tenants or Landlord in its management of the Building.

ASSIGNMENT AND SUBLETTING

10. (a) Transfers; Consent. Except as permitted under subpart (c) of this Section 10, Tenant shall not, without the prior written consent of Landlord (which will not be unreasonably withheld, conditioned or delayed), (1) assign, transfer, or encumber this Lease

or any estate or interest herein, whether directly or by operation of law, (2) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (3) sublet any portion of the Premises, (4) grant any license, concession, or other right of occupancy of any portion of the Premises, or (5) permit the use of the Premises by any parties other than Tenant (any of the events listed in Sections 10.(a)(1) through 10.(a)(5) being a "Transfer"). If Tenant requests Landlord's consent to a Transfer, then Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address; information reasonably satisfactory to Landlord about its business and business history; its proposed use of the Premises; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Tenant shall reimburse Landlord for its attorneys' fees and other expenses reasonably incurred in connection with considering any request for its consent to a Transfer. Landlord shall give written notice to Tenant regarding whether Landlord consents to a proposed Transfer within 15 days after Landlord's receipt of the foregoing information from Tenant. If Landlord consents to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement whereby it expressly assumes the Tenant's obligations hereunder; however, any transferee of less than all of the space in the Premises shall be liable only for obligations under this Lease that are properly allocable to the space subject to the Transfer, and only to the extent of the rent it has agreed to pay Tenant therefore. Landlord's consent to a Transfer shall not release Tenant from performing its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefore. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers. If an Event of Default occurs while the Premises or any part thereof are subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against Rent. Tenant authorizes its transferees to make payments of rent directly to Landlord during any period that an uncured Event of Default by Tenant exists hereunder upon any such transferee's receipt of notice from Landlord to do so.

(b) Cancellation. Landlord may, within 15 days after submission of Tenant's written request for Landlord's consent to a Transfer of greater than fifty percent (50%) of the Premises to a person or entity other than an Affiliate of Tenant, notify Tenant that Landlord intends to cancel this Lease (or, as to a subletting or assignment, cancel this Lease) as of the date the proposed Transfer or sublease was to be effective. Tenant may within thirty (30) days after receipt of such notice of cancellation, withdraw its request and the Lease shall continue in full force and effect. Should Tenant fail to so notify Landlord, the Landlord's cancellation notice shall be final. If Landlord cancels this Lease as to any portion of the Premises, then this Lease shall cease for such portion of the Premises and Tenant shall pay to Landlord all Rent accrued through the cancellation date relating to the portion of the Premises covered by the proposed Transfer. Thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person) without liability to Tenant.

(c) Transfers to an Affiliate of Tenant. Notwithstanding anything to the contrary contained in this Section 10, Landlord's prior consent shall not be required for any Transfer to a "Affiliate" of Tenant defined as (i) a corporation or other entity into or with which all of Tenant is merged or consolidated; (ii) a corporation or other entity into which all or substantially all of Tenant's assets are transferred; (iii) a successor to Tenant resulting from the sale of all or substantially all of Tenant's capital stock; (iv) any corporation or other entity which controls, is controlled by or is under common control with Tenant; or (v) a corporation or other entity controlled by Tenant's parent corporation to the same extent as Tenant is controlled by such parent corporation; provided, however, that (A) Tenant notifies Landlord of any such assignment, sublease, or other transfer; (B) Tenant promptly provides

Landlord with any documents or information reasonably requested by Landlord regarding such assignment, sublease, or other Transfer to such Affiliate of Tenant; (C) any prior Tenant or, if at any time applicable, any guarantor that has not been expressly released from liability under this Lease expressly reaffirms in writing its liability with respect to this Lease; (D) the proposed assignee assumes in writing for the express benefit of Landlord all of the liabilities and obligations of Tenant under this Lease, in form and content reasonably satisfactory to Landlord; and (E) such assignment, sublease, or other Transfer is not a subterfuge by Tenant to avoid the obligations under this Lease. The term “control” as used in this Section 10(c) means the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary course of its business, at least fifty-one percent (51%) of the voting interest in, any entity.

(d) Additional Compensation. In the event Tenant subleases the Premises or assigns this Lease in a Transfer that requires Landlord’s consent in accordance with this Paragraph 10, Tenant shall pay to Landlord, immediately upon receipt thereof, fifty percent (50%) of the net compensation received by Tenant for a Transfer that exceeds the Basic Rental and Tenant’s share of Basic Costs allocable to the portion of the Premises covered thereby after Tenant first deducts its costs incurred in connection with the Transfer including any brokerage commissions and all legal fees, free rent or tenant improvement allowances granted, architectural fees, lease assumptions and all Rent paid from the date that the space is vacated and listed for sublease with a reputable brokerage firm.

INSURANCE;
WAIVERS;
SUBROGATION;
INDEMNITY

11. (a) Insurance. Tenant shall at its expense procure and maintain throughout the Term the following insurance policies: (1) comprehensive general liability insurance in amounts of not less than a combined single limit of \$2,000,000 (the “Initial Liability Insurance Amount”) insuring Tenant, Landlord, Landlord’s agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (2) contractual liability insurance consistent with that provided in industry-standard policy form CG0001, (3) insurance covering the full value of Tenant’s property and improvements, and other property (including property of others), in the Premises, (4) workman’s compensation insurance, containing a waiver of subrogation endorsement reasonably acceptable to Landlord, and (5) business interruption insurance. Tenant’s insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord’s policy will be excess over Tenant’s policy. Tenant shall furnish certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Landlord. For purposes of this Section 11, the term “Affiliate” shall have the same meaning given to it in Section 10(c) above.

(b) Waiver of Negligence Claims; No Subrogation. Landlord shall not be liable to Tenant or those claiming by, through, or under Tenant for any injury to or death of any person or persons or the damage to or theft, destruction, loss, or loss of use of any property or inconvenience (a “Loss”) caused by casualty, theft, fire, third parties, or any other matter not caused by gross negligence of Landlord (including Losses arising through proper repair or alteration of any part of the Building or the Project). Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Project, the Building, the Premises, Landlord’s or Tenant’s fixtures, personal property, leasehold improvements, or business, or, in the case of Tenant’s waiver, is required to be insured against under the terms hereof, regardless of whether the negligence or fault of the other party caused such loss; however, Landlord’s waiver shall not include any deductible amounts on insurance policies carried by Landlord or apply to

any coinsurance penalty which Landlord might sustain. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

SUBORDINATION
ATTORNMENT;
NOTICE TO
LANDLORD'S
MORTGAGEE

12. (a) Subordination. This Lease is subordinate to any deed of trust, mortgage, or other security instrument (a "Mortgage"), or any ground lease, master lease, or primary lease (a "Primary Lease"), that now or hereafter covers all or any part of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Landlord's Mortgagee"). The provisions of this Section 12(a) shall be self-operative, and no further instrument shall be required to effect such subordination; however, Landlord shall deliver to Tenant, and Tenant shall execute from time to time within fifteen business days after delivery to Tenant, an instrument from each Landlord's Mortgagee evidencing the subordination of this Lease to any such Mortgage or Primary Lease (which instrument shall include a non-disturbance provision in favor of Tenant and shall be on Landlord's Mortgagee's standard form, but shall be reasonably acceptable to Tenant).

(b) Attornment. Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) Notice to Landlord's Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of the Landlord without first giving written notice by reputable overnight courier or certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee provided that its address has been given to Tenant, and affording such Landlord's Mortgagee a period of at least ten days to perform Landlord's obligations hereunder.

PROJECT RULES

13. Tenant shall comply with the rules and regulations of the Project which are attached hereto as Exhibit "B". Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Building and related facilities, provided that such changes are reasonable, applicable to all tenants of the Building and will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by its employees, agents, and invitees.

CONDEMNATION

14. (a) Taking - Landlord's and Tenant's Rights. If any part of the Building is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Landlord may, at its expense, relocate Tenant to office space reasonably comparable to the Premises, provided that Landlord notifies Tenant of its intention to do so at least 30 days prior to the effective date of the Taking. Such relocation may be for a portion of the remaining Term or the entire Term. Landlord shall complete any such relocation within 180 days after Landlord has notified Tenant of its intention to relocate Tenant. If Landlord does not elect to relocate Tenant following such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within 60 days after the Taking, and Rent shall be apportioned as of the date of such Taking. If Landlord does not relocate Tenant and Tenant does not terminate this Lease, then Rent shall be adjusted on a reasonable basis in proportion to that portion of the Premises rendered untenable by the Taking.

(b) Taking - Landlord's Rights. If any material portion, but less than all, of the Building becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to Landlord's Mortgagee, then this Lease, at the option of Landlord, exercised by written notice to Tenant within 30 days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease

and does not elect to relocate Tenant, then this Lease will continue, but if any portion of the Premises has been taken, Basic Rental shall adjust as provided in the last sentence of Section 14(a).

(c) Award. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken, and Tenant may separately pursue a claim against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

FIRE OR OTHER
CASUALTY

15. (a) Repair Estimate. If the Premises or the Building are damaged by fire or other casualty (a "Casualty"), Landlord shall, within 30 days after such Casualty, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty and, if Landlord intends to repair such damage, an estimated date for commencement of such repairs.

(b) Landlord's and Tenant's Rights. If as a result of a Casualty, Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 180 days after the commencement of repair, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant. If Tenant does not terminate this Lease, then (subject to Landlord's rights under Section 15.(c)) Landlord shall repair the Building or the Premises, as the case may be, as provided below, and Rent and for the portion of the Premises rendered untenable by the Casualty shall be adjusted in proportion to the portion of the Premises rendered untenable from the date of the Casualty until the completion of the repair, unless and to the extent that such damage was caused by or resulted from Tenant's gross negligence or willful misconduct, in which case, Tenant shall continue to pay Rent without abatement.

(c) Landlord's Rights. If a Casualty damages a material portion of the Building, and Landlord makes a good faith determination that restoring the Premises would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to Landlord's Mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant, and Basic Rental hereunder shall be abated as of the date of the Casualty.

(d) Repair Obligation. If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Building or the Premises, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question.

TAXES

16. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, upon demand, that part of such taxes for which Tenant is primarily liable hereunder. Tenant is a political subdivision of the State of Texas. Notwithstanding the other provisions of this Section 16, Landlord will provide

Tenant with an opportunity to challenge any applicable taxes levied or assessed against Tenant or Landlord arising from this Lease.

EVENTS OF
DEFAULT

17. Each of the following occurrences shall constitute an “Event of Default”:

(a) Tenant’s failure to pay Rent, or any other sums due from Tenant to Landlord under the Lease when due; provided however that with regard to the first two (2) delinquencies in any calendar year, Landlord shall provide Tenant written notice of such delinquency and Tenant shall not be in default unless Tenant fails to cure such delinquency within ten days of delivery of such written notice;

(b) Tenant’s failure to perform, comply with, or observe any agreement or obligation of Tenant under this Lease (other than a payment obligation) within thirty (30) days following written notice of such failure;

(c) the filing of a petition by or against Tenant (the term “Tenant” shall include, for the purpose of this Section 17.(c), any guarantor of the Tenant’s obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief Laws; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant’s property or for Tenant’s interest in this Lease; or (4) for the reorganization or modification of Tenant’s capital structure; provided that Tenant shall have sixty (60) days following the commencement of an involuntary proceeding to have such proceeding dismissed before such proceeding shall constitute an Event of Default;

(d) Tenant deserts or vacates any portion of the Premises if after written notice of default, Tenant is not able to cure default within thirty days from receipt of notice, subject to applicable provisions of disagreement of default resolution as outlined in paragraph (b) above; except temporarily in connection with a Casualty or as needed for repairs, maintenance, or alterations to the Premises or the Building; and

(e) the admission by Tenant that it cannot meet its obligations as they become due or the making by Tenant of an assignment for the benefit of its creditors.

REMEDIES

18. Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by Laws or in equity, take any of the following actions:

(a) Terminate this Lease by giving Tenant written notice thereof, in which event, Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under Section 19.(a), and (3) an amount equal to (A) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at a per annum rate equal to the “Prime Rate” as published on the date this Lease is terminated by The Wall Street Journal, Southwest Edition, in its listing of “Money Rates”, minus (B) the then present fair rental value of the Premises for such period, similarly discounted; or

(b) Terminate Tenant’s right to possession of the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination of possession, (2) all amounts due from time to time under Section 19.(a), and (3) all Rent and other sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period. Landlord shall use reasonable efforts to relet the Premises on such terms and conditions as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building. Landlord shall not be liable for, nor shall Tenant’s obligations hereunder be

diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to exclude or dispossess Tenant of the Premises shall be deemed to be taken under this Section 18.(b). If Landlord elects to proceed under this Section 18.(b), it may at any time elect to terminate this Lease under Section 18.(a).

Additionally, without notice, Landlord may alter locks or other security devices at the Premises to deprive Tenant of access thereto, and Landlord shall not be required to provide a new key or right of access to Tenant.

PAYMENT BY
TENANT; NON-
WAIVER

19. (a) Payment by Tenant. Upon any Event of Default, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) making any repairs caused due to damage caused by Tenant, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the Event of Default.

(b) No Waiver. Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term or violation of any other term.

SURRENDER OF
PREMISES

20. No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same is made in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located thereon in good repair and condition, reasonable wear and tear (and condemnation and fire or other Casualty damage not caused by Tenant, as to which Sections 14 and 15 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises by Tenant (but Tenant shall not remove any such item which was paid for, in whole or in part, by Landlord). Additionally, Tenant shall remove those alterations, additions, improvements, trade fixtures, equipment, wiring, and furniture that are installed or placed in the Premises by Tenant that Landlord has notified Tenant in writing must be so removed at the time Landlord approves Tenant's Working Drawings or Tenant's request for consent to alterations, additions, or improvements to the Premises pursuant to Section 8(a) above, as applicable. Tenant shall repair all damage caused by such removal. All items not so removed shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items. The provisions of this Section 20 shall survive the end of the Term.

HOLDING OVER

21. If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at will and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, Tenant shall pay, in addition to Tenant's Proportionate Share of Basic Costs, a daily Basic Rental equal to 150% of the daily Basic Rental payable during the last month of the Term.

CERTAIN RIGHTS

22. Provided that the exercise of such rights does not unreasonably interfere with Tenant's

RESERVED BY
LANDLORD

access to and occupancy and use of the Premises, Landlord shall have the following rights:

(a) to decorate and to make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Building, or any part thereof; for such purposes, to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building;

(b) to take such reasonable measures as Landlord deems advisable for the security of the Building and its occupants, including without limitation searching (to the extent permitted by applicable Laws) all persons entering or leaving the Building; evacuating the Building for cause, suspected cause, or for drill purposes; temporarily denying access to the Building; and closing the Building after normal business hours and on Saturdays, Sundays, and holidays, subject, however, to Tenant's right to enter when the Building is closed after normal business hours under such reasonable regulations as Landlord may prescribe from time to time which may include by way of example, but not of limitation, that persons entering or leaving the Building, whether or not during normal business hours, identify themselves to a security officer by registration or otherwise and that such persons establish their right to enter or leave the Building;

(c) to change the name by which the Building is designated; and

(d) to enter the Premises at all reasonable hours and upon giving Tenant reasonable notice (except in the case of any emergency) to show the Premises to prospective purchasers, lenders, or tenants, provided that Landlord shall not unreasonably interfere with Tenant's activities during such entry.

INTENTIONALLY
DELETED

23. Intentionally Deleted.

MISCELLANEOUS

24. (a) Landlord Transfer. Landlord may transfer, in whole or in part, the Building and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder related to the period from and after such assignment.

(b) Landlord's Liability. The liability of Landlord and Tenant to one another hereunder for any default under the terms of this Lease shall be limited to the non-defaulting party's actual direct, but not consequential, damages therefore, and the defaulting party shall be personally liable only for such actual, direct damages. This section shall not be deemed to limit or deny any remedies which either party may have in the event of default by the other party hereunder which do not involve the personal liability of the defaulting party.

(c) Force Majeure. Other than for Tenant's monetary obligations under this Lease and obligations which can be cured by the payment of money (e.g., maintaining insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, terrorism, acts of God, shortages of labor or materials, war, governmental Laws, regulations, or restrictions, extreme weather conditions, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) Brokerage. Landlord and Tenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Lease, except for Peloton Commercial Real Estate. To the extent allowed by law, Tenant and Landlord shall

each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party. Landlord agrees to pay the broker and Tenant a commission pursuant to a separate agreement.

(e) Estoppel Certificates and Financial Information. From time to time (but not more than twice during any 12 month period), Tenant shall furnish to any party designated by Landlord, within 30 days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Further, from time to time (but not more often than once in any given six (6) month period), within 30 days after Landlord's request therefore, Tenant shall furnish to Landlord or Landlord's Mortgagee the most recent annual financial statements for Tenant.

(f) Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand delivered or delivered by overnight delivery service to the intended address, or (3) sent by prepaid telegram, cable, facsimile transmission, or telex followed by a confirmatory letter. Notice sent by certified mail, postage prepaid, shall be effective three business days after being deposited in the United States Mail; all other notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future Laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) Amendments: and Binding Effect. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) Quiet Enjoyment. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or any party claiming by, through, or under Landlord, subject to the terms and conditions of this Lease.

(j) Joint and Several Liability. If there is more than one Tenant, then the obligations hereunder imposed upon Tenant shall be joint and several. If there is a guarantor of Tenant's obligations hereunder, then the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Landlord need not first proceed against Tenant before proceeding against such guarantor nor shall any such guarantor be released from its guaranty for any reason whatsoever.

(k) Captions. The captions contained in this Lease are for conveniences of reference only,

and do not limit or enlarge the terms and conditions of this Lease.

(I) No Merger. There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such estate.

(m) No Offer. The submission of this Lease to Tenant shall not be construed as an offer, nor shall Tenant have any right under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(n) Exhibits. All exhibits and attachments hereto are incorporated herein by this reference.

Exhibit A—Land
Exhibit A-1—Outline of Premises
Exhibit A-2—Project
Exhibit B—Project Rules
Exhibit C—Basic Costs
Exhibit D—Premises Finish-Work
Exhibit E—Parking
Exhibit F—Extension Option

(o) Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith.

(p) Taxable Sales Report. To the extent any sales of merchandise or revenue derived from the Premises are subject to sales taxes, Tenant will also submit to Landlord copies of all reports periodically filed by Tenant with the State of Texas Comptroller's office ("Comptroller") with respect to Taxable Sales, when submitted to the Comptroller ("Tenant's Taxable Sales Reports"). Tenant's Taxable Sales Reports shall be filed by Tenant with the Comptroller not less than monthly (or on a more frequent basis as may be required by the Comptroller or applicable Laws), using the standard reporting form of the Comptroller provided for such purpose. Tenant acknowledges that the City of Bee Cave, Texas ("City") is utilizing sales tax revenues from the Project, and other property, to provide to provide certain benefits to the Project to induce the development thereof by Landlord ("City Benefits"). Accordingly, Tenant agrees that Landlord may use the information in Tenant's Taxable Sales Reports to report to the City on a quarterly basis the amount of sales tax revenues generated by Taxable Sales from the Shopping Center for the previous calendar quarter ("Landlord's Reports"). Without limiting the generality of the foregoing, upon Landlord's written request, Tenant shall authorize the Comptroller to release Tenant's Taxable Sales Reports to Landlord, which such authorization shall remain in effect throughout the remainder of the Term. Tenant further acknowledges that the City has the right to audit Landlord's Reports and the information contained therein. In addition, upon Landlord's written request, Tenant shall deliver such additional releases or other documentation as may be necessary or desirable, or otherwise as required by Laws, to facilitate the use of information contained in Tenant's Taxable Sales Reports and Landlord Reports in connection with securing the City Benefits. Tenant shall have an address located in the City for its business at the Premises and for its address of record with the State of Texas for the sales and use tax account for such business.

(q) Homeland Security. Tenant represents, certifies and warrants to Landlord as follows:
(i) Tenant is not named by, and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by, any Executive Order, including without limitation

Executive Order 13224, or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation or transaction pursuant to any Laws, order, rule or regulation that is enacted, enforced or administered by the Office of Foreign Assets Control; (ii) Tenant is not engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) none of the proceeds used to pay Basic Rental and any other Rent have been or will be derived from a “specified unlawful activity” as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable Laws regarding money laundering activities. Furthermore, Tenant agrees to immediately notify Landlord if Tenant was, is, or in the future becomes a “senior foreign political figure,” or an immediate family member or close associate of a “senior foreign political figure,” within the meaning of Section 312 of the USA PATRIOT Act of 2001.

Notwithstanding anything in this Lease to the contrary, Tenant acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations with respect to Homeland Security, shall be and remain true and in full force and effect on the date hereof and throughout the Term.

HAZARDOUS SUBSTANCES

25. The term “Hazardous Substances,” as used in this Lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use of which is restricted, prohibited or penalized by any “Environmental Law” which term shall mean any Law relating to health, pollution, or protection of the environment. Tenant hereby agrees that a) no activity will be conducted on the Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Tenant’s business activities (the “Permitted Activities”) provided such Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; b) the Premises will not be used in any manner for the storage of any Hazardous Substances except for any temporary storage of such materials that are used in the ordinary course of Tenant’s business (the “Permitted Materials”) provided such Permitted Materials are properly stored in a manner and location satisfying all Environmental Laws and approved in advance in writing by Landlord; c) no portion of the Premises will be used as a landfill or a dump; d) Tenant will not install any underground tanks of any type; e) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; f) Tenant will not permit any Hazardous Substances to be brought onto the Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; g) Tenant will maintain on the Premises a list of all materials stored at the Premises for which a material safety data sheet (an “MSDS”) was issued by the producers or manufacturers thereof, together with copies of the MSDS’s for such materials, and shall deliver such list and MSDS copies to Landlord upon Landlord’s request therefor; and h) Tenant shall remove all Permitted Materials from the Premises in a manner acceptable to Landlord before Tenant’s right to possess the Premises is terminated. If at any time during or after the Term, the Premises are found to be so contaminated or subject to such conditions, Tenant shall defend, indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant, except for any conditions or contamination not caused by Tenant. The foregoing indemnity shall survive termination or expiration of this Lease. Unless expressly identified on an addendum to this Lease, as of the date hereof there are no “Permitted Activities” or “Permitted Materials” for purposes of the foregoing provision and none shall exist unless and until approved in writing by the Landlord. Notwithstanding anything to the contrary set forth in this Section 25, Tenant shall have the right, without Landlord’s consent, to bring into and use in the Premises reasonable quantities of office supplies and substances used in repair, maintenance, and/or cleaning

that may contain nominal amounts of Hazardous Substances so long as such office supplies and substances are (i) lawfully available for purchase in the United States of America; and (ii) used, stored, and handled by Tenant, its employees, agents, and contractors, solely for their intended purpose and in accordance with Environmental Laws. Landlord may enter the Premises and conduct environmental inspections and tests therein as it may reasonably require from time to time, provided that Landlord shall use reasonable efforts to minimize the interference with Tenant's business. Such inspections and tests shall be conducted at Landlord's expense, unless they reveal the presence of Hazardous Substances (other than Permitted Materials, substances placed in the Premises by Landlord, or substances that Tenant is permitted to have and use in the Premises pursuant to this Section 25) or that Tenant has not complied with the requirements set forth in this Section 25, in which case Tenant shall reimburse Landlord for the cost thereof within ten days after Landlord's request therefore.

LANDLORD'S
LIEN

26. In addition to the statutory landlord's lien, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all equipment, fixtures, furniture, improvements, and other personal property of Tenant now or hereafter situated on the Premises, excluding Tenant's intellectual property, and all proceeds therefrom (the "Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State in which the Building is located (the "UCC"). In connection with any public or private sale under the UCC, Landlord shall give Tenant five (5) days prior written notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made, which is agreed to be a reasonable notice of such sale or other disposition. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral. Provided, however, that any and all of Tenant's property that contains or is public information, business records, or customer information (collectively, "Public Information") is not Collateral and is not subject to the provisions or lien in this Section 26. Upon the occurrence of an Event of Default not resolved through the Disagreement Resolution Procedures in Section 17.(b), Landlord (i) shall not destroy the Public Information, (ii) shall not move the Public Information from the Premises, and (iii) shall provide Tenant access to the Public Information, no later than seven days after receipt of a request of Tenant, so that Tenant can remove the Public Information from the Premises.

EARLY ENTRY
ONTO PREMISES
BY TENANT

27. Landlord and Tenant agree that Tenant may enter and inspect the Premises prior to the Commencement Date, upon prior 24-hours written notice to Landlord. Subject to the other provisions of this Lease concerning the construction of improvements on the Premises, Landlord and Tenant agree that Tenant may commence construction of improvements to the Premises on the Commencement Date.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, SETOFF, OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

DATED as of the date first written above.

LANDLORD:

HILL COUNTRY TEXAS GALLERIA, LLC, a Texas limited liability company

By: _____
Adrian M. Overstreet, Manager

TENANT:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____
Scott Roberts, President, WTCPUA Board of Directors

Attest: _____
Ray Whisenant, Secretary, WTCPUA Board of Directors.

EXHIBIT "A"

LAND

EXHIBIT "A-1"

DEPICTION OF PREMISES

EXHIBIT "A-2"

PROJECT

EXHIBIT "B"

PROJECT RULES

The following Project Rules apply to and govern Tenant's use of the Premises and Project. Capitalized terms have the meanings given in the Lease, of which these Project Rules are a part. Tenant is responsible for all Claims arising from any violation of the Project Rules by Tenant.

1. No awning or other projection may be attached to the outside walls of the Premises or Project. No curtains, blinds, shades or screens visible from the exterior of the Premises may be attached to or hung in, or used in connection with, any window or door of the Premises without the prior written consent of Landlord. Such curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord in writing.

2. No sign, lettering, picture, notice or advertisement which is visible from the exterior of the Premises or Project may be installed on or in the Premises without Landlord's prior written consent, and then only in such manner, character and style as Landlord may have approved in writing.

3. Tenant will not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, or stairways in and about the Project that are used in common with other tenants or any other portion of the Common Area. Tenant will not place objects against glass partitions or doors or windows that would be unsightly from any of the corridors of the Project or from the exterior of the Project and will promptly remove any such objects upon notice from Landlord. Tenant will not locate or store any equipment, materials, supplies or other property outside of the interior of the Premises.

4. Tenant will not create or allow obnoxious or harmful fumes, odors, smoke or other discharges that may be offensive to the other occupants of the Project or neighboring properties, or otherwise create any nuisance.

5. The Premises may not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.

6. Tenant will not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices or other equipment that emit excessive sound or other waves or disturbances or which may be offensive to the other occupants of the Project, or that may unreasonably interfere with the operation of any device, equipment, computer, video, radio, television broadcasting or reception from or within the Project or elsewhere, or otherwise use any apparatus or device in or about the Premises that causes substantial noise, odor or vibration.

7. Machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Landlord or to any tenants in the Building, will be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

8. No dog or other animal or bird is allowed in the Project, except for animals assisting the disabled.

9. Tenant will not waste electricity, water or air conditioning and will cooperate with Landlord to ensure the most effective operation of the Project's heating, air conditioning, ventilation and utility systems. Tenant will not use any method of heating or air conditioning (including without limitation fans or space heaters) other than that supplied by Landlord or approved in writing. Tenant will not connect any apparatus or device to electrical current or water except through the electrical and water outlets installed by Landlord in the Premises.

10. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping valuable items locked up and doors locked and other means of entry to the Premises closed and secured after Business Hours and at other times the Premises is not in use.

11. No additional locks or similar devices may be attached to any door or window and no keys other than those provided by Landlord may be made for any door. If more than two keys for one lock are desired by the

Tenant, Landlord will provide the same upon payment by the Tenant. Upon termination of this Lease or of Tenant's possession, Tenant will surrender all keys of the Premises and shall explain to Landlord all combination locks on safes, cabinets and vaults.

12. Tenant will not bring into the Project inflammables, such as gasoline, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature.

13. Tenant will not bring any bicycles or other vehicles of any kind into the Building, except for appropriate vehicles necessary for assisting the disabled.

14. If any carpeting or other flooring is installed by Tenant using an adhesive, such adhesive will be an odorless, releasable adhesive.

15. If Tenant requires telegraphic, telephonic, security alarm, satellite dishes, antennae or similar services, Tenant will first obtain Landlord's written approval, which shall not be unreasonably withheld or delayed and comply with Landlord's instructions in their installation. Tenant will not have the right to install or locate satellite dishes, antennae or other equipment or personal property on the roof or exterior of the Building without first obtaining Landlord's written approval, which shall not be unreasonably withheld or delayed. If Landlord gives such approval, the proposed installation or location will be made in accordance with Landlord's instructions and, if required by Landlord, in the presence, and under the direction, of a representative of Landlord.

16. The water and wash closets, drinking fountains and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds or other substances will be thrown therein.

17. Tenant will not overload any utilities serving the Premises.

18. All loading, unloading, receiving or delivery of goods, supplies, furniture or other items will be made only through entryways provided for such purposes. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the Building. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the passenger elevators except between such hours and in such elevators as may be designated by Landlord.

19. Tenant's initial move in and subsequent deliveries of heavy or bulky items, such as furniture, safes and similar items will be made only outside of Business Hours and only in such manner as Landlord from time to time prescribes in writing. Landlord will in all cases have the right to specify the proper position of any safe, equipment or other heavy article, which will only be used by Tenant in a manner which will not interfere with or cause damage to the Premise or the Project, or to the other tenants or occupants of the Project. Tenant will not overload the floors or structure of the Building.

20. Tenant will be responsible for all Claims arising from any injuries sustained by any person whomsoever resulting from the delivery or moving of any articles by or for Tenant.

21. Canvassing, soliciting, and peddling in or about the Project is prohibited and Tenant will cooperate to prevent the same.

22. Persons may enter the Building only in accordance with such regulations as Landlord may from time to time establish. Persons entering or departing from the Building may be questioned as to their business in the Building, and Landlord may require the use of an identification card or other access device or procedures, and/or the registration of persons as to the hour of entry and departure, nature of visit, and other information deemed necessary for the protection of the Building. All entries into and departures from the Building will be through one or more entrances as Landlord from time to time designates. Landlord may elect not to enforce some or all of the foregoing during Business Hours or other times, but reserves the right to do so at Landlord's discretion. Landlord may also, at its discretion, utilize other procedures (including without limitation screening devices, physical inspections, and/or other means) reasonably designed to prevent weapons or dangerous items from being brought into the Building. Tenant will cooperate with all such procedures.

23. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to limit or prevent access to the Project during the continuance of the same by closing the doors or taking other appropriate steps. Landlord will in no case be liable for damages for any error or other action taken with regard to the admission to or exclusion from the Project of any person at any time.

24. Smoking is not permitted anywhere upon the Project, except in such areas (if any) located outside of the Building as may be expressly designated as permitted smoking areas in writing from time to time by Landlord in its sole and absolute discretion. Tenant will not allow any smoking anywhere within the Building. All smoking materials must be disposed of in ashtrays or other appropriate receptacles provided for that purpose.

25. The Building directory will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names therefrom and to limit the amount of space thereon dedicated to Tenant.

26. Unless otherwise approved by Landlord in writing, all janitorial services for the Project and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the Project for the purpose of performing janitorial services. Tenant shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Project.

27. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Project Rules or any Laws.

28. Tenant will store all its trash and garbage in proper receptacles within its Premises or in other facilities provided for such purpose by Landlord. Tenant will not place in any trash box or receptacle any Hazardous Materials or any other items or materials that cannot be safely and properly disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal will be made in accordance with directions issued from time to time by Landlord. Tenant will cooperate with any recycling program at the Project.

29. Tenant will not use in the Premises or Common Area of the Project any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve.

30. Tenant will not use the name of the Building or the Project in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

31. Tenant will comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

32. Tenant's service or other requests regarding the operation of the Project will be made by appropriate application to Landlord's property management office for the Project by an authorized individual.

33. Tenant will not park or permit parking in any areas designated by Landlord for parking by visitors to the Project or for the exclusive use of other tenants or occupants of the Project. Only passenger vehicles may be parked in the parking areas.

34. Parking stickers or any other device or form of identification supplied as a condition of use of the parking facilities will remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated or obstructed in any manner. Such devices are not transferable and any device in the possession of an unauthorized holder will be void. Landlord may charge a fee for parking stickers, cards or other parking control devices supplied by Landlord. No overnight or extended term parking or storage of vehicles is permitted unless Tenant provides notice of such overnight or extended term parking or storage in advance.

35. Parking is prohibited (a) in areas not striped for parking; (b) in aisles; (c) where "no parking" signs are posted; (d) on ramps; (e) in cross-hatched areas; (f) in loading areas; and (g) in such other areas as may be designated by Landlord.

36. All responsibility for damage, loss or theft to vehicles and the contents thereof is assumed by the person parking their vehicle.

37. Tenant and/or each user of the parking area may be required to sign a parking agreement, as a condition to parking, which agreement may provide for the manner of payment of any parking charges and other matters not inconsistent with this Lease and these Project Rules.

38. Landlord reserves the right to refuse parking identification devices and parking rights to Tenant or any other person who fails to comply with the Project Rules applicable to the parking areas. Any violation of such rule will subject the vehicle to removal, at such person's expense.

39. A third party may own, operate or control the parking areas, and such party may enforce these Project Rules relating to parking. Tenant will obey any additional rules and regulations governing parking that may be imposed by the parking operator or any other person controlling the parking areas serving the Project.

40. Tenant will be responsible for the observance of all of the Project Rules by Tenant (including, without limitation, all employees, agents, clients, customers, invitees and guests).

41. Landlord may, from time to time, waive any one or more of these Project Rules for the benefit of Tenant or any other tenant, but no such waiver by Landlord shall be construed as a continuing waiver of such Project Rule(s) in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Project Rule(s) against Tenant or any or all of the tenants of the Project.

These Project Rules are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the other terms, covenants, agreements and conditions of the Lease. To the extent there is any conflict between a Project Rule and any express term or provision otherwise set forth in the Lease, such other express term or provision will be controlling.

EXHIBIT “C”

BASIC COSTS

The term “Basic Cost” shall mean all expenses and disbursements of every kind (subject to the limitations set forth below) which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation, and maintenance of the Project (including the associated parking facilities), determined in accordance with generally accepted federal income tax basis accounting principles consistently applied, including but not limited to the following:

1. Wages and salaries (including management fees) of all employees engaged in the operation, repair, replacement, maintenance, and security of the Building, including taxes, insurance and benefits relating thereto;
2. All supplies and materials used in the operation, maintenance, repair, replacement, and security of the Project;
3. Annual cost of all capital improvements made to the Project which although capital in nature can reasonably be expected to reduce the normal operating costs of the Project, as well as all capital improvements made in order to comply with any Laws hereafter promulgated by any governmental authority, as amortized over the useful economic life of such improvements as determined by Landlord in its commercially reasonable discretion (without regard to the period over which such improvements may be depreciated or amortized for federal income tax purposes);
4. Cost of all utilities and janitorial services, other than the cost of utilities actually reimbursed to Landlord by the Project’s tenants (including those paid directly by Tenant under Section 7(b) of this Lease);
5. Cost of any insurance or insurance related expense applicable to the Project and Landlord’s personal property used in connection therewith;
6. Cost of repairs, replacements, and general maintenance of the Project; and
7. Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair, replacement, or security of the Project (including, without limitation, alarm service, window cleaning, and elevator maintenance).

The term “Basic Cost” shall also mean the Taxes (described below) and all expenses and disbursements of every kind (subject to the limitations set forth below) which Landlord incurs, pays or becomes obligated to pay in connection with the ownership, operation and maintenance of the common areas of the Project (including the associated guest transportation (guest trolley expenses), parking facilities, driveways and landscaped areas), determined in accordance with generally accepted federal income tax basis accounting principles consistently applied, including but not limited to the following:

- (1) Annual cost of all capital improvements made to the common areas which although capital in nature can reasonably be expected to reduce the normal operating costs of the Project, as well as all capital improvements made in order to comply with any Laws hereafter promulgated by any governmental authority, as amortized over the useful economic life of such improvements as determined by Landlord in its reasonable discretion (without regard to the period over which such improvements may be depreciated or amortized for federal income tax purposes);
- (2) Cost of all utilities for the common areas of the Project (including, without limitation, landscape irrigation and parking lot lighting), other than the costs of utilities actually reimbursed to Landlord by the tenants of the Project;
- (3) Cost of any insurance or insurance related expense applicable to the common areas of the Project and Landlord’s personal property used in connection therewith;

- (4) Cost of repairs, replacements and general maintenance of the common areas of the Project; and
- (5) Cost of service or maintenance contracts with independent contractors for the operation, maintenance, repair and replacement of the common area improvements.

As used herein the term "Taxes" shall mean all taxes and assessments and governmental charges whether federal, state, county or municipal and whether they be by taxing or management districts or authorities presently taxing or by others, subsequently created or otherwise, and any other taxes and assessments attributable to the Project (or its operation), including the buildings and the grounds, parking areas, driveways and alleys around the buildings, excluding, however, federal and state taxes on income, including franchise taxes. If the present method of taxation changes so that in lieu of the whole or any part of any Taxes levied on the Project, there is levied on Landlord a capital tax directly on the rents received therefrom or an assessment, or charge based, in whole or in part, upon such rents, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

There are specifically excluded from the definition of the term "Basic Cost" (a) costs for capital improvements made to the Project, other than capital improvements described in subparagraphs 3 and (1) above of this Exhibit and except for items which, though capital for accounting purposes, are properly considered maintenance and repair items, such as painting of common areas, replacement of carpet in elevator lobbies, and the like; for repair, replacements and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Project other than Tenant; for interest, amortization or other payments on loans to Landlord; for depreciation of the Project; for leasing commissions; for legal expenses, other than those incurred for the general benefit of the Project's tenants (e.g., tax disputes); for renovating or otherwise improving space for occupants of the Project or vacant space in the Project; for overtime or other expenses of Landlord in curing defaults or performing work expressly provided in this Lease to be borne at Landlord's expense; and for federal income taxes imposed on or measured by the income of Landlord from the operation of the Project.

EXHIBIT "D"

PREMISES FINISH-WORK

1. No later than 30 days after the Lease Date, Tenant will provide Landlord for its approval (not to be unreasonably withheld, conditioned, or delayed) final working drawings of all improvements that Tenant proposes to install in the Premises ("TI Working Drawings"); such TI Working Drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the Building and detailed plans and specifications for the construction of the tenant improvements called for under this Exhibit in accordance with all applicable governmental Laws, codes, rules, and regulations. Further, if any of Tenant's proposed tenant improvement work will affect the Building's HVAC, electrical, mechanical, or plumbing systems, then the TI Working Drawings pertaining thereto shall be prepared by the Building's engineer of record. Landlord, at Landlord's sole expense, will pay to have the Building architect prepare a space plan in accordance with Tenant's specifications, not to exceed \$469.80, or \$0.10 per rentable square foot, whichever is less. Landlord shall have ten (10) calendar days following Tenant's delivery of the proposed TI Working Drawings to approve or disapprove such TI Working Drawings. Any approval of Tenant's proposed TI Working Drawings shall be in writing and delivered to Tenant within such 10-day period. Any disapproval of Tenant's proposed TI Working Drawings by Landlord shall be in writing, delivered within such 10-day period, and shall specify the reasons for disapproval. Tenant shall have five (5) business days following receipt of any such disapproval to revise and resubmit its proposed TI Working Drawings for Landlord's approval. Any proposed TI Working Drawings resubmitted by Tenant shall address all of Landlord's specified reasons for disapproval. Landlord shall have five (5) business days to approve or disapprove Tenant's revised version of its proposed TI Working Drawings in the same manner as set forth above. Landlord and Tenant shall repeat the foregoing procedure until Landlord approves Tenant's proposed TI Working Drawings. Approval by Landlord of Tenant's proposed TI Working Drawings shall not be a representation or warranty of Landlord that such drawings are adequate for any use, purpose, or condition, or that such drawings comply with any applicable Laws or code, but shall merely be the consent of Landlord to the performance of the Work. Landlord and Tenant shall each sign the approved TI Working Drawings to evidence its review and approval thereof. As used herein, "Working Drawings" shall mean the final TI Working Drawings approved by Landlord and Tenant, as amended from time to time by any approved changes thereto, and "TI Work" shall mean all tenant improvements to be constructed in accordance with and as indicated on the Working Drawings. Approval by Tenant of the Working Drawings shall not constitute authorization to Landlord to commence TI Work. All changes in the TI Work must receive the prior written approval of Landlord.
2. After the Working Drawings have been approved, Landlord shall cause the TI Work to be performed in accordance with the Working Drawings.
3. Landlord agrees that it will contribute up to \$45.00 per rentable square foot (such amount is sometimes hereinafter referred to as the "Tenant Improvement Allowance" or "TI Allowance") toward the cost of constructing and installing the TI Work. Notwithstanding anything contained herein to the contrary, Tenant will have 6 months after the Commencement Date to use any unused portion of the TI Allowance. After such 6-month period, such remaining portion of the TI Allowance will be forfeited. Landlord will not charge a construction management fee to manage the TI Work.
4. To the extent not inconsistent with this Exhibit, Section 8(a) of this Lease shall govern the performance of the TI Work and the Landlord's and Tenant's respective rights and obligations regarding the improvements installed pursuant thereto.

EXHIBIT "E"

PARKING

Tenant shall have the non-exclusive right to use a total of 19 unreserved, covered parking spaces, which shall initially be located in that portion of the Project identified on the **Exhibit "A-2"** as "Tenant's Parking Area," which area shall be subject to change by Landlord from time to time. Tenant will furnish to Landlord upon request a complete list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. If Tenant fails to abide by any parking designations established by Landlord, then Tenant will pay a fine in a reasonable amount established by Landlord for each day any such car is parked in areas other than Tenant's Parking Area, in addition to any other remedies available to Landlord, Landlord may tow any automobiles that are parked in areas other than Tenant's Parking Area. Tenant agrees to assume responsibility for compliance by its employees with these parking provisions.

Landlord will provide an additional five (5) visitor parking spaces on the first level of the parking garage for the use of all visitors of tenants within the Project.

Tenant, at Tenant's sole cost and expense, will have the right to install a payment drop box in the parking garage in a location previously approved, in writing, by Landlord. The cost to install, maintain and remove the drop off box at the termination of this Lease will be the sole cost of Tenant.

EXHIBIT "F"

EXTENSION OPTION

1. Extension Option.

Provided Tenant is open for business, occupying at least 80% of the Premises, and conducting the Permitted Use in the Premises, Tenant shall have the right, subject to the provisions hereinafter provided, to renew the Term for one period of two (2) years (the "Renewal Term"), on the terms and provisions of this Section, provided:

A. That this Lease is in full force and effect and Tenant is not in default in the performance of any of the terms, covenants and conditions herein contained, in respect to which notice of default has been given hereunder which has not been or is not being remedied in the time limited in this Lease, at the time of exercise of the right of renewal and at the time set for commencement of the applicable Renewal Term, but Landlord shall have the right at its sole discretion to waive this condition;

B. That such Renewal Term shall be upon the same terms, covenants and conditions as provided in this Lease; provided, however, the annual Basic Rental for the Renewal Term will be equal to the fair market rental rate(s) for such extension period, determined in relation to comparable (in quality, location and size) space located in the Project and/or in the greater Bee Cave, Texas metropolitan area ("Fair Market Basic Rent"). Landlord will reasonably determine such Fair Market Basic Rent and deliver Landlord's determination to Tenant at least 12 months prior to the expiration of the Term. In no event will the Fair Market Basic Rent for the extension of the Term be more than a 5% increase to the Basic Rental payable by Tenant for the Lease Year immediately prior to commencement of the extension period. The extension right is personal to Tenant and may not be assigned or transferred in any manner except in connection with an approved Transfer under Section 10(a) of the Lease and/or a Transfer that does not require Landlord's consent under Section 10(c) of the Lease;

C. Provided that Landlord has delivered to Tenant Landlord's determination of Fair Market Basic Rent as provided under Paragraph B. above, Tenant may exercise its right to the Renewal Terms provided herein by notifying Landlord in writing of its election to renew the Term for the additional 2-year period on or before the date that is at least nine (9) months, but no more than twelve (12) months prior to the expiration of the initial Term ("Notification Deadline"). In the event Tenant fails to extend the Lease of the Premises for the Renewal Term with Landlord on or before the expiration of the Notification Deadline, the Lease will terminate and be of no further force and effect as of the expiration of the initial term; and

D. Time is of the essence with respect to the rights granted by this Section.

ITEM G

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 17, 2018 Project No.: 11051.____ WTCPUA Work Order No. _____

Project Name: WTCPUA 1280 EST 1-Year Warranty Inspection

Scope/Intent and Extent of Services: Murfee Engineering Company, (MEC) proposes to provide the WTCPUA with Engineering Services necessary to perform a 1-year warranty inspection of the 1280 Elevated Storage Tank. The inspection will include:

Item 1: MEC will coordinate a visual inspection of interior of tank bowl. The tank will not need to be drained for this inspection, but it will need to be out of service during the inspection. The inspection will be performed via under water rover (ROV). MEC will review the video and provide recommendations, if any.

Item 2: MEC will coordinate a visual inspection of all coated areas of the elevated storage tank by a certified coating inspector. The coatings inspection will also include an annual TCEQ report. MEC will review the information received from the certified inspector and will provide recommendations, if any.

Item 3: Visual inspection of the tank's pedestal, tank bowl (areas accessible to inspector), air terminals, obstruction lights, and other items related to the tank and 1-year warranty inspection.

Item 4: MEC will coordinate the warranty inspection with Phoenix Structures (Contractor) and prepare a summary report with all the findings and recommendations to include the ROV video and TCEQ annual report.

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:

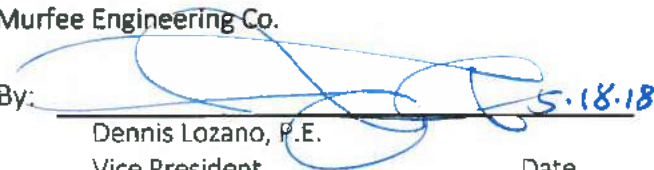
Item 1	\$1,557.50
Item 2	\$1,500.00
Item 3	\$ 990.00
Item 4	\$ 1,120.00
<u>Total</u>	<u>\$ 5,167.50</u>

The estimated fees do not include repairs or coordination with Contractor of repairs found to be necessary during inspection. These fees do not include 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 \$5,167.50 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.

Accepted By:
WTC Public Utility Agency

By:  5.18.18
Dennis Lozano, P.E. Date
Vice President

Signature Date

(Printed Name/Title)

MANPOWER & BUDGET ESTIMATE

Client: WTCPUA		1280 Elevated Storage Tank 1-Year Warranty Inspection													
Project:		Employee Classification	Hourly Rate	Principal Engineer	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Associate / Inspector	Engineering Technician II	Senior CAD Design Technician	Technical Administrative Assistant	Total Hours	Labor Cost	
Task 1. Interior Bowl Inspection Review and Coordination 2. Coating Inspection Review and Coordination 3. Tank's Visual Inspection 4. Report Preparation and Quality Control			\$300		\$250	\$200	\$175	\$145	\$80	\$115	\$165	\$85			
				1		2							2	\$ 350.00	
						2								2	\$ 350.00
						2	8							10	\$ 990.00
Outside Services Chapman Marine, Inc. Durham Engineering							4					2	7	\$ 1,120.00	
													21	\$ 2,810.00	
		Hours		0	1	0	10	0	8	0	0	2			
		Labor Cost	\$0	\$250	\$0	\$1,750	\$0	\$0	\$640	\$0	\$0	\$170	TOTAL	\$ 5,167.50	

Notes:



5107 Beacon Dr.
 Austin, TX 78734
 Phone: 512.266.3483
 Philip Wolfe

QUOTE

DATE	5/9/2018
QUOTE #	18-129
VALID UNTIL	6/8/2018

CUSTOMER

Murfee Engineering Company, Inc.
 Eelhard E. Meneses, P.E.
 1101 Capital of Texas Highway South, Building D, Suite 110
 Austin, Texas 78746
emeneses@murfee.com
 (512)327-9204 (Office)

DESCRIPTION	UNIT PRICE	QTY	TAXED	AMOUNT
ROV inspection of 1 million gallon, 240' elevated storage tank for potable in accordance with Texas Commission on Environmental Quality, Chapter 290 requirements including report of findings				-
2 man crew, 8 hour day	1,200.00	0.625		750.00
ROV	300.00	1		300.00
				-
				-

Subtotal	\$	1,050.00
Taxable	\$	-
Tax rate		8.250%
Tax due	\$	-
Other	\$	-
TOTAL	\$	1,050.00

TERMS AND CONDITIONS

- Payment will be due at time of delivery of service and goods
- Please email signed quote philip.wolfe@chapmanmarineinc.com

Customer Acceptance (sign below):

x _____
 Print Name:

www.chapmanmarineinc.com
Thank You For Your Business!

Eelhard Meneses

From: Andrew Sciba <sciba@dunhamengineering.com>
Sent: Thursday, May 17, 2018 2:04 PM
To: Eelhard Meneses
Subject: Re: WTCPUA 1280 EST - one year anniversary/warranty inspection cost

Good afternoon Eelhard,

Thank you for touching base on the warranty inspection. I discussed the possibility of utilizing an underwater drone or rover with my supervisor, but we do not own one of these devices.

The cost for an elevated storage tank warranty inspection is \$1,000. The one year warranty inspection also includes an annual TCEQ report.

Please feel free to contact me if you have any questions or concerns.

Thank you,

Andrew Sciba

On Thu, May 17, 2018 at 8:24 AM Eelhard Meneses <emeneses@murfee.com> wrote:

Good morning Andrew,

I wanted to touch bases with you regarding the one year warranty inspection for the WTCPUA 1280 EST. Could you please provide me with the cost for this inspection? We will not drain the tank and will not put a "boat" inside the tank.

Thank you,

Eelhard

--
Dunham Engineering, Inc.
12815 FM 2154, Suite 150
College Station, Texas 77845
(O) (979)690-6555
(F) (979)690-7034
(C) (979)209-4407
www.dunhamengineering.com
sciba@dunhamengineering.com

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 10, 2018

Project No.: 11051.____

WTCPUA Work Order No. _____

Project Name: Hamilton Pool Road Pump Station Conversion and Upgrade

Scope/Intent and Extent of Services: Murfee Engineering Company, (MEC) proposes to provide the WTCPUA with professional engineering services to prepare plans and contract documents, administrate bidding of the project, and provide complete construction administration services through final completion and acceptance. The project will include the decommissioning of the existing hydro pneumatic tank, evaluation and design of electrical components, re-programing to include new elevated storage tank, and in-kind addition of third pump.

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:

Record Review	\$ 7,480
Site Visit	\$ 3,220
Design & Preparation of Construction Plans	\$ 20,140
Quality Control	\$ 4,390
Procurement Through Award	\$ 7,660
Construction Administration	\$ 10,940
<u>Outside Services (Electrical Design and Cons. Inspection)</u>	<u>\$ 23,230</u>
Total	\$ 77,060

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 \$77,060 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.

Accepted By:
WTC Public Utility Agency

By:  5-18-18
Dennis Lozano, P.E.
Vice President

Date

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

	WTCPUA Hamilton Pool Road Pump Station Upgrade	Project										
Task	Employee Classification Hourly Rate	Principal Engineer \$2,500	Managing Engineer \$2,200	Senior Project Manager \$2,000	Project Manager \$1,750	Project Engineer \$1,450	Project Administration Associate / Field Inspector \$80	Engineering Technician II \$115	Senior CAD Design Technician \$165	Technical Administrative Assistant \$85	Total Hours	Labor Cost
1. Research (review record drawings, submittals, design details, etc.)			4	4	16	8		12	4	8	52	\$ 7,480.00
2. Site Visit					8	8			4		20	\$ 3,220.00
3. Design & Preparation of Construction Plans			2	2	40	24		20	32	8	130	\$ 20,140.00
4. Quality Control	1	2			16			4	2		25	\$ 4,390.00
5. Procurement Through Award	1	2			24	16				4	47	\$ 7,660.00
6. Construction Administration					24	14	40		2	8	90	\$ 10,940.00
											364	\$ 53,830.00
Outside Services												
Electrical Design												\$ 17,250.00
Electrical Construction Admin												\$ 5,980.00
												\$ -
												\$ -
											TOTAL	\$ 77,060.00

Notes:

JRSA ENGINEERING
CONSULTING ELECTRICAL ENGINEERS
6101 West Courtyard Dr., Bldg. 1, Suite 200 • Austin, Texas 78730
V 512.452.8789

May 8, 2018

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

Attn: Eelhard Meneses, PE

Re: Proposal for Engineering Services
WTC PUA Hamilton Pool Road Pump Station Improvements
Third Pump Addition/ Hydropneumatic Tank Removal

Dear Mr. Menses:

JRSA proposes to furnish the engineering services necessary for the design of electrical, instrumentation and controls for improvements to the Hamilton Pool Road Pump Station for a lump sum amount of \$15,000.00. Our services will consist of preparing one electronic/pdf set of the plans and specifications required to bid the electrical, instrumentation and control portions of the project; including:

- Preliminary site visit to assess existing equipment and proposed changes.
- Providing the electrical design for removal of the existing hydrotank. This will include providing updated schematic diagrams to remove controls for the hydrotank probes, pressure transmitter, pressure switch, and all associated control relays and PLC inputs related to the hydrotank.
- Providing the electrical design to add a third, 50HP pump. This will include providing an updated one line diagram, building plan, and schematic diagram for the proposed pump, and verifying that signals from the MCC to the pump control panel are in place. Our design will assume that previously installed conduit can be used.
- Coordinating SCADA system programming with the WTC PUA SCADA Integrator, Stan Nelke.
- Providing plans for tying in controls from the new EST that is currently under construction.

In addition, we will provide construction phase services on an hourly basis at a rate of \$130.00 per hour up to a maximum amount of \$ 5,200.00. Our services will include the following:

- Shop-drawing review
- Onsite observation of construction
- Final inspection and startup
- O&M Manual review
- Preparation of as-built drawings.

JRSA ENGINEERING

CONSULTING ELECTRICAL ENGINEERS

6101 West Courtyard Dr., Bldg. 1, Suite 200 • Austin, Texas 78730
V 512.452.8789

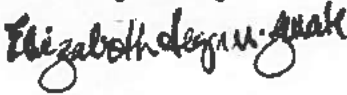
Thank you for your consideration. If you agree with the terms of this proposal please sign in the space allocated below and return one signed copy to us. We look forward to working with you on this project.

Sincerely,

Accepted By: _____

JRSA Engineering

For: Murfee Engineering Company, Inc.



Elizabeth Segner-Zarate, P.E.
President

ITEM H



Orrick, Herrington & Sutcliffe LLP

300 W 6th Street
Suite 1850
Austin, TX 78701

+1 512 582 6950

orrick.com

Jerry Kyle

E jkyle@orrick.com

D +1 512 582 6951

F +1 512-582-6949

May 8, 2018

Members, Board of Directors
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, Texas 78738

Re: Bond Counsel Services

Ladies and Gentlemen:

We are pleased to submit to you this proposed agreement for the West Travis County Public Utility Agency (the “Agency”) to engage Orrick, Herrington & Sutcliffe LLP (“Orrick”) to serve as Bond Counsel with respect to the Agency’s public finance needs, including its financing and refinancing of the acquisition of certain water and wastewater facilities from the Lower Colorado River Authority (collectively, the “West Travis County System”). Such financings (also referred to herein as the “Transactions”) are expected to be accomplished by the Agency’s issuance of one or more series of bonds, notes or other obligations secured by revenues derived from the West Travis County System. (Such obligations are referred to herein as the “Bonds.”) When approved by the Board of Directors (the “Board”) of the Agency, this letter will confirm and evidence an agreement between the Agency and Orrick.

Nature and Scope of Engagement

The client for purposes of this engagement is the West Travis County Public Utility Agency. It is understood that this representation does not create an attorney-client relationship with any other person or entity, unless specifically agreed otherwise in writing.

As Bond Counsel, Orrick will (i) advise and assist the Agency in the development and evaluation of financing alternatives for use in connection with the acquisition of the West Travis County System (“Structuring Services”), (ii) prepare, or assist responsible officials and staff of the Agency in the preparation of, all required legal proceedings and will perform certain other necessary legal work in connection with the Board’s authorization and issuance of the Bonds (“Basic Services”) and (iii) perform certain additional services relating to the Bonds (“Additional Services”), at the direction of responsible officials or staff of the Agency.

1. Basic Services: Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with responsible Agency officials and staff:



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- a. Advise the Agency with respect to financing alternatives in connection with the Agency's acquisition, development and operation of the West Travis County System, including state and federal law authorizations and limitations;
- b. Meet and consult with officials and staff of the Agency, advisors and consultants engaged by the Agency and representatives and officials of other political subdivisions and state and federal agencies to discuss and evaluate public finance alternatives and governmental contracting matters related to the Agency's acquisition, development and operation of the West Travis County System and the financing thereof;
- c. Review information and materials provided by the Agency or its advisors and consultants, including (but not limited to) financial advisors and feasibility consultants, engineers and other professionals engaged by the Agency, in connection with the Agency's acquisition, development and operation of the West Travis County System, and the financing thereof, and related public finance matters;
- d. Preparation or assistance in the preparation of the resolutions of the Board authorizing the issuance of the Bonds (the "Resolutions"), any trust indentures, including supplements thereto, and other documents and legal instruments that comprise the transcripts of legal proceedings pertaining to the authorization, issuance and sale of the Bonds;
- e. Attendance at meetings called by responsible officials or staff of the Agency to discuss the sizing, timing or sale of the Bonds;
- f. Consultation with officials and staff of the Agency, as well as the Agency's financial advisor(s), together with the underwriters for the Bonds, to review information to be included in the offering documents for the Bonds, but only to the extent that such information describes the Bonds, the security therefor, their federal income tax status and our opinion;
- g. Preparation of (a) a transcript of legal proceedings pertaining to the Bonds and submission thereof to the Attorney General of Texas to obtain an approving opinion, (b) initial temporary Bonds to be submitted to the Attorney General for approval and to the Comptroller for registration and (c) definitive Bonds;
- h. At the closing for the Bonds, delivery of an approving opinion, based on facts and law existing as of its date, generally to the effect that (a) the Bonds have been duly issued, executed and delivered in accordance with the Constitution and laws of the

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State of Texas, that the Bonds constitute valid and legally binding obligations of the Agency (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors of political subdivisions) and (b) for Bonds issued as tax-exempt obligations, subject to certain restrictions, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes; and

- i. Prior to and in connection with the closings for the Bonds, giving advice to the Agency to enable appropriate officials to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Bonds, including yield restrictions and rebate requirements.
2. Additional Services: In addition to the foregoing Basic Services, Orrick is prepared to undertake the following Additional Services, as directed by responsible officials and staff of the Agency:
 - a. Disclosure work or similar services (other than the limited review of certain sections of the offering documents for the Bonds as described in paragraph 1(g) under Basic Services above) to assist the Agency or its financial advisor(s), together with the underwriters for the Bonds, in the preparation of such offering and other documents, on such basis and to such extent as shall be directed by responsible officials and staff of the Agency, including compliance with the requirements of any agreements entered into pursuant to the Securities and Exchange Commission's Rule 15c2-12;
 - b. Attendance at rating agency presentations, investor meetings or other presentations relating to the marketing of the Bonds, and consultation with responsible officials and staff of the Agency and the Agency's financial advisor(s), together with the underwriter for the Bonds, to develop such presentations;
 - c. Any other special services not ordinarily required in connection with the issuance of fixed-rate obligations, including services rendered in connection with special federal income tax issues or unusual issues arising in connection with the Agency's financial reports or audits, any documentation or related services for credit or liquidity facilities or enhancements or other special structuring techniques or devices to be employed in connection with the issuance of the Bonds;
 - d. After the closing for the Bonds, providing assistance to the Agency concerning questions and issues that may arise prior to the maturity of the Bonds; and



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- e. Any other legal services requested by responsible officials and staff of the Agency, including but not limited to (i) work on contracts between the Agency and municipalities, utility districts and other customers served by the West Travis County System and other political entities and private parties and (ii) consultation with responsible officials and staff of the Agency and other representatives of the Agency regarding the acquisition and development of the West Travis County System.

Fees and Expenses

Unless otherwise agreed to by the District and Orrick, Orrick will be paid a fee and reimbursed for its reasonable and actual out-of-pocket expenses in accordance with the fee proposal attached hereto as Exhibit A.

Orrick acknowledges and agrees that our fees and expenses will be paid from Bond proceeds, revenues of the West Travis County System or contributions collected from the Agency's participating entities.

Other Terms of Engagement

Conflict Considerations and Agreement: The District acknowledges that it is aware that Orrick represents many other governmental entities, companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any other such other matter by such client to your material disadvantage.

Cooperation: We necessarily must rely on the accuracy and completeness of the facts and information the Agency and the Agency's agents provide us. In order to enable us to render effectively the legal services contemplated, the Agency agrees to disclose fully and accurately all facts and keep us informed of all developments relating to the matters involved in this engagement. We will keep the Agency advised of all significant developments and will provide any other detailed reporting that the Agency requests.

Withdrawal or Termination: Our relationship is based upon mutual consent and the Agency may terminate our representation at any time, with or without cause, by notifying us. The



May 8, 2018

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Agency's termination of our services will not affect the Agency's responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to rules of professional conduct, which list several circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we will give the client written notice of our withdrawal.

Retention and Disposition of Records Pertaining to the Matter: After our representation of the Agency on a matter concludes, our current policy is to close our matter file and retain it for seven (7) years following closure. For various reasons, including minimizing storage costs, when the seven-year retention period expires, we may, and we are hereby given the right to, dispose of the matter file (including discarding paper and deleting electronic records pertaining to the matter that were not previously discarded or deleted). We may, however, retain beyond the seven-year retention period (i) our business and administrative records pertaining to the matter or you, including, for example, matter opening records, financial records, time and expense reports, personnel and staffing records, and records of our communications with you (collectively our "business file"), (ii) records that our attorneys may designate for longer retention, (iii) work product of our attorneys, such as contracts, research, briefs, notes or memoranda, that our attorneys may elect to retain for form use purposes, and (iv) certain types of records that our records retention policy provides should be retained longer.

If the Agency wants to take possession of the originals or receive copies of any portion of our matter file belonging to the Agency before the retention period expires, the Agency must notify us in writing and, provided that we have received payment of our outstanding fees and costs incurred for the matter, we will send the Agency the requested portion of our matter file belonging to the Agency at the Agency's expense. We may retain, at our expense, a copy of that portion of our matter file that is sent to the Agency. Additionally, the Agency must notify us in writing if the Agency wants us to retain our matter file for a different retention period.

Compliance with Sections 2270.002 and 2252.152, Texas Government Code: In accordance with Section 2270.002, Texas Government Code, Orrick hereby verifies that Orrick: (i) does not Boycott Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will not Boycott Israel during the term of our representation of the Agency.



May 8, 2018

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Pursuant to Section 2252.152, Texas Government Code, Orrick is not a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Certificate of Interested Parties - Form 1295: Submitted herewith as Exhibit B is a notarized Certificate of Interested Parties - Form 1295, as completed and filed with the Texas Ethics Commission (the "TEC") in accordance with the provisions of Section 2252.908, Texas Government Code, and the rules promulgated by the TEC.

Conclusion of Engagement: Upon completion of our representation of the Agency in a Transaction, whether upon completion of a Transaction or due to termination or withdrawal, we will have no further obligation to advise the Agency with respect to that Transaction or with respect to changes in the laws or regulations that could have an impact upon the Agency's future rights and liabilities relating to that Transaction.

Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement: This letter (a) constitutes the entire agreement between the Agency and Orrick regarding the Agency's engagement of Orrick to represent the Agency with respect to the Transaction, (b) is subject to no oral agreements or understandings and (c) can be modified or changed only by a further written agreement signed by the Agency and Orrick. No obligation or undertaking not set forth expressly in this letter shall be implied on the part of either the Agency or Orrick.

We are pleased to have this opportunity to be of service and to work with you. If you have any questions please contact me at 512.582.6951. We request that you sign, date in the space provided below and return one copy of this letter to reflect that you agree to the terms and conditions of this representation.

Very truly yours,

Jerry V. Kyle, Jr.



May 8, 2018

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APPROVED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: _____

Name: _____

Title: _____

EXHIBIT A

Fees: Unless otherwise agreed to by the Agency and Orrick, for all Basic Services in connection with the issuance and sale of Bonds we will be paid a fee determined as follows: \$2.00 per \$1,000 for the first \$50,000,000 in aggregate proceeds of each series of Bonds actually delivered; \$1.50 per \$1,000 for the next \$50,000,000 (to a total of \$100,000,000) in aggregate proceeds of each series of Bonds actually delivered; \$1.00 per \$1,000 for the next \$50,000,000 (to a total of \$150,000,000) in aggregate proceeds of each series of Bonds actually delivered; and \$0.50 per \$1,000 in aggregate proceeds over \$150,000,000 of each series of Bonds actually delivered; subject to a minimum fee to be determined by agreement between the Agency and Orrick prior to commencement of work on any issuance of Bonds. Such fee does not include the Texas Attorney General statutory review fee.

The fee for any Additional Services provided by Orrick, including such services in connection with variable or adjustable rate financings, qualified zone academy bond financings and lease purchase financings (including costs associated with attendant conduit issues), will be determined by agreement between the Agency and Orrick prior to commencement of work on the Bonds or on an hourly rate basis, applying rates then charged by this firm for the same or similar services performed by attorneys and paralegals of similar experience for other clients and taking into consideration the difficulty and complexity of the tasks involved and the time constraints imposed by the Agency. The total fee for Additional Services prior to and in connection with the closing of any series of Bonds will not exceed the amount that is agreed to in writing by the Agency.

Payment of all fees for services as Bond Counsel will be made after the issuance and delivery of each series of Bonds in connection with which such services are performed and within 30 days after receipt by the Agency of an approved invoice therefor.

Reimbursable Expenses: In addition to our fees, we expect to be reimbursed for ordinary and reasonable actual out-of-pocket costs and disbursements incurred on your behalf. We will not profit on disbursements incurred on your behalf. Disbursements shall not include charges we consider to be normal overhead such as administration, accounting work, secretarial work, word processing, library usage or local telephone expenses.

All approved disbursements will be charged at our actual cost, without any charge for overhead or any premium. Set forth are specific (but not all inclusive) examples of these out-of-pocket expenses and our firm's policy for each:

Duplicating: We will charge for necessary photocopying at a rate not exceeding twenty cents per page. Color impressions will be charged at a rate not exceeding one dollar per page. Where it would be less costly to use the services of an outside vendor for bulk copying, electronic scanning, etc. that technique will be used, unless specific concerns about speed, confidentiality, or reliability dictate the use of the Firm's own facilities. Every effort will be made to minimize charges for photocopying through the use of electronic modes of communication, document reproduction and storage devices.

Local Messenger Services: We will charge only for actual charges billed to the Firm for deliveries that are necessary in the interest of dispatch and reliability.

Computer Legal Research: We understand that LEXIS®, WESTLAW®, etc. can be expensive, and should be used efficiently. Computer assisted research is of value to our client if it results in a reduction in the amount of time spent in research or if it is used for researching an issue that cannot otherwise be researched economically. The reasonable and prudent use of LEXIS® or WESTLAW® to assist in research projects will be charged on the basis of our actual cost of conducting the research.

Other Disbursements: The Firm's general policy is to forward statements for third-party vendors which are over \$500.00, directly to the client (e.g., court reporters, experts, copying services, Attorney General review fees). To the extent that efficiency and convenience dictate, such disbursements will be paid by the Firm on your behalf and included with other disbursements and expenses on the Firm's statement. Major anticipated disbursements shall be approved in advance by you.

Postage/Express and Overnight Delivery: Standard mail services shall be used whenever possible. Written correspondence and documents shall be planned and completed so as to avoid unnecessary use of express mail and delivery services at extra cost. Charges for certified registered, insured, other special handling or express mail shall be billed at the actual cost incurred.

EXHIBIT B

Certificate of Interest Parties - Form 1295

[LETTERHEAD OF WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY]

May __, 2018

TRANSMITTED VIA EMAIL

Andrews Kurth Kenyon LLP
111 Congress Ave. Suite 1610
Austin, Texas 78701
Attention: Toni Beasley, Records Department
Email: tbeasley@andrewskurth.com

Re: West Travis County Public Utility Agency: Client #31363

Dear Ms. Beasley:

Andrews Kurth Kenyon LLP (“Andrews Kurth”) has been representing the West Travis County Public Utility Agency (the “Agency”) in connection with its public finance matters. Jerry V. Kyle, Jr. is the attorney who has primary responsibility for this matter.

We have decided to transfer our public finance matters to Orrick, Herrington & Sutcliffe LLP (“Orrick”).

Accordingly, we ask that Andrews Kurth immediately cease all work on behalf of the Agency as of the date hereof and transfer all files, documents and materials in the custody of Andrews Kurth or its agents, whether in paper or electronic form, relating to Andrews Kurth’s representation of the Agency, to Orrick, Herrington & Sutcliffe LLP at the following address:

Emily Leathers
Records Associate
Orrick, Herrington & Sutcliffe LLP
609 Main Street, Floor 40
Houston, TX 77002
713-658-6472
Email: eleathers@orrick.com

Please utilize Secure File Transfer Protocol (SFTP). If SFTP is not available, Orrick can also accept material on any portable media device. In addition, please transfer all emails and electronic documents to Orrick with their folder structures (if applicable) and document names intact and utilizing the following formats:

INFORMATION	TRANSFER FORMAT
Hard Copy Paper Files	Deliver in the folders in which they were maintained; provide an index of the folders.
Email/Calendar/Contacts	Deliver as .pst files
Document Management System (DMS) Documents	Deliver in their native file formats (i.e., .doc, .pdf, etc.) in the folder structure maintained in your DMS; provide an index of the documents containing the DMS metadata. [Note – Orrick’s current document management system is netdocuments.]
Extranet Site Documents	Deliver in their native file formats (i.e., .doc, .pdf, etc.) in the folder structure as maintained on the extranet site.

If you have any questions, please contact Jerry V. Kyle, Jr. at (512) 582-6951 or by email at jkyle@orrick.com.

Thank you for your prompt attention to this matter.

Sincerely,

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

Robert Pugh, General Manager

cc: Jerry V. Kyle, Jr., Orrick, Herrington & Sutcliffe LLP

ITEM I



June 8, 2018

Mr. Robert Pugh, P.E.
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, Texas 78738

RE: Manhole Rehabilitation from Bayton Drive to Lake Pointe WWTP and Resaca Boulevard Project Bid Opening

Dear Mr. Pugh:

On Tuesday, June 5th, 2018, at 2:00 p.m., bids were received and publicly opened at the West Travis County Public Utility Agency (12117 Bee Cave Road, Building 3, Suite 120), for the Manhole Rehabilitation from Bayton Drive to Lake Pointe WWTP and Resaca Boulevard project. The table below summarizes the bids received for this project. The complete bid tabulation is enclosed.

Contractor	Bid Amount
Austin Underground, Inc.	\$278,000.00
JBS Underground, LLC	\$286,462.61*
T. Gray Utility & Rehab Co., LLC	\$496,435.00

*Please note that the bid amount for JBS Underground, LLC was corrected from \$286,462.65 due to an error on the bid form.

We have contacted several references for similar projects completed by Austin Underground, Inc., and received favorable feedback by each of those references contacted. Austin Underground's base bid of \$278,000 is 19.8% under the Engineer's OPCC of \$346,900.00. Therefore, we recommend approval for the award of this contract to Austin Underground, Inc. in the amount of \$278,000.00.

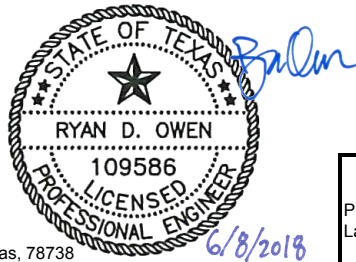
Please contact me should you have any questions.

Respectfully submitted,
CP&Y, Inc.

Ryan D. Owen, P.E.

cc Judith Coker, WTCPUA

Enclosure: Bid Tabulation



West Travis County Public Utility Agency
 Manhole Rehabilitation
 From Bayton Drive to Lake Pointe WWTP and Resaca Boulevard
 BID OPENING: 2:00 PM, Tuesday, June 5, 2018
 12117 Bee Cave Road, Bldg. 3, Ste. 120, Austin, Texas, 78738

Austin Underground, Inc. P.O. Box 5650 Lago Vista, Texas 78645	JBS Undergound, LLC 14202 Fort Smith Trail Austin, Texas 78734	T. Gray Utility & Rehab Co., LLC Houston, Texas
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MANHOLE REHABILITATION									
ITEM #	DESCRIPTION	UNITS	BID QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1.01	Mobilization and demobilization, including permits, bonds and other incidentals	LS	1.0	\$ 27,000.00	\$ 27,000.00	\$ 10,057.39	\$ 10,057.39	\$ 21,000.00	\$ 21,000.00
2.01	Manhole No. 1 Rehabilitation, including removal of existing frame, cover and cone, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 17,028.06	\$ 17,028.06	\$ 35,329.00	\$ 35,329.00
2.02	Manhole No. 2 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 16,617.18	\$ 16,617.18	\$ 29,940.00	\$ 29,940.00
2.03	Manhole No. 3 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 13,586.92	\$ 13,586.92	\$ 28,542.00	\$ 28,542.00
2.04	Manhole No. 4 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,524.52	\$ 12,524.52	\$ 20,159.00	\$ 20,159.00
2.05	Manhole No. 5 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 14,000.00	\$ 14,000.00	\$ 16,805.34	\$ 16,805.34	\$ 33,133.00	\$ 33,133.00
2.06	Manhole No. 6 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,635.88	\$ 12,635.88	\$ 21,157.00	\$ 21,157.00
2.07	Manhole No. 7 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 12,635.88	\$ 12,635.88	\$ 20,958.00	\$ 20,958.00
2.08	Manhole No. 8 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,690.92	\$ 12,690.92	\$ 20,958.00	\$ 20,958.00
2.09	Manhole No. 9 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 12,818.92	\$ 12,818.92	\$ 20,355.00	\$ 20,355.00
2.10	Manhole No. 10 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAc pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 12,562.92	\$ 12,562.92	\$ 27,145.00	\$ 27,145.00

West Travis County Public Utility Agency
 Manhole Rehabilitation
 From Bayton Drive to Lake Pointe WWTP and Resaca Boulevard
 BID OPENING: 2:00 PM, Tuesday, June 5, 2018
 12117 Bee Cave Road, Bldg. 3, Ste. 120, Austin, Texas, 78738

Austin Underground, Inc. P.O. Box 5650 Lago Vista, Texas 78645	JBS Underground, LLC 14202 Fort Smith Trail Austin, Texas 78734	T. Gray Utility & Rehab Co., LLC Houston, Texas
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MANHOLE REHABILITATION									
ITEM #	DESCRIPTION	UNITS	BID QTY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
2.11	Manhole No. 11 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 13,471.72	\$ 13,471.72	\$ 28,343.00	\$ 28,343.00
2.12	Manhole No. 12 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 13,382.12	\$ 13,382.12	\$ 27,345.00	\$ 27,345.00
2.13	Manhole No. 13 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 12,449.00	\$ 12,449.00	\$ 21,756.00	\$ 21,756.00
2.14	Manhole No. 14 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,614.12	\$ 12,614.12	\$ 18,562.00	\$ 18,562.00
2.15	Manhole No. 15 Rehabilitation, including surface preparation and installation of epoxy liner, rehabilitation of manhole invert and bench, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 24,165.84	\$ 24,165.84	\$ 21,556.00	\$ 21,556.00
2.16	Manhole No. 16 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,626.92	\$ 12,626.92	\$ 21,357.00	\$ 21,357.00
2.17	Manhole No. 17 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 13,000.00	\$ 13,000.00	\$ 13,469.16	\$ 13,469.16	\$ 28,343.00	\$ 28,343.00
2.18	Manhole No. 18 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 12,703.72	\$ 12,703.72	\$ 22,355.00	\$ 22,355.00
2.19	Manhole No. 19 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project and Manual Drawings. Should Manhole No. 19 be in adequate shape upon removal of the manhole cover, another manhole chosen by the Owner will be rehabilitated as described herein.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 9,714.92	\$ 9,714.92	\$ 14,570.00	\$ 14,570.00
2.20	Manhole No. 20 Rehabilitation, including traffic control, removal of existing frame, cover and cone, removal of HMAC pavement, installation of fiberglass liner and new manhole frame and cover, rehabilitation of manhole invert and bench, pavement repair, and miscellaneous restoration, COMPLETE IN PLACE per Project Manual and Drawings. Should Manhole No. 20 be in adequate shape upon removal of the manhole cover, another manhole chosen by the Owner will be rehabilitated as described herein.	LS	1.0	\$ 12,000.00	\$ 12,000.00	\$ 11,901.16	\$ 11,901.16	\$ 13,572.00	\$ 13,572.00
Total Amount of Base Bid (Items 1.01-2.20)				\$	278,000.00	\$	286,462.61	\$	496,435.00

1 Bid Reads \$286,462.65

ITEM J

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(Lot 1, Block A, The Estates Center II Subdivision)**

This Agreement for the Provision of Nonstandard Retail Water and Wastewater Service (the "Agreement") is entered into by and between the West Travis County Public Utility Agency (the "WTCPUA") a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and The Park at Bee Cave, Ltd, a Texas partnership (the "Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns or has an option to purchase and plans to develop approximately 16.8 acres of land within the WTCPUA's water and wastewater service areas as shown on the attached Exhibit A (the "Land");

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

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 that 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 The Park at Bee Cave, Ltd. 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, wastewater and treated effluent service from the WTCPUA System to the Proposed Development as described on the attached Exhibit B.

- (f) "Engineer" shall mean any qualified Texas professional engineer selected by Developer.
- (g) "Impact Fees" shall mean those impact fees for water and wastewater service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA's central water and wastewater facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) "LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water and wastewater service usage per connection for its Retail Customers.
- (i) "Plans and Specifications" shall mean the plans and specifications for the Developer Facilities prepared by the Engineer and reviewed by the WTCPUA as provided herein.
- (j) "Proposed Development" shall mean the development project to be located on the approximately 16.8 acre tract shown in Exhibit A as determined by a Site Development Plan issued by the City of Bee Cave, as the same may be amended from time to time, for said tract of land.
- (k) "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 and wastewater capacity in the WTCPUA System.
- (l) "Reservation Period" shall mean a four (4) year period commencing at either the approval of a Site Development Permit by the City of Bee Cave for the Proposed Development, or February 15, 2014, whichever occurrence is earliest.
- (m) "Retail Customer" shall mean a person or entity applying for an individual retail water and wastewater service connection located in the Proposed Development.
- (n) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (o) "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.
- (p) "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.
- (q) "WTCPUA WWTP Expansion" shall mean the WTCPUA's current construction of a new effluent storage pond and a new 0.325 million gallons per day wastewater treatment plant on the Bohls Site (Site B) as identified in its TLAP Permit No. WQ0013594001.

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, upon completion of the WTCPUA Bohl's WWTP Expansion, WTCPUA agrees to provide 229 LUEs of retail water and wastewater service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water or wastewater service to Retail Customers located within the Proposed Development that collectively exceed 229 LUEs, inclusive of all domestic water uses, including but not limited to, domestic, public health and safety, sanitary sewer, water quality, and landscape irrigation purposes.

Developer may re-plat tracts of land within the Proposed Development, but the combined service commitment of any such re-plats within the Proposed Development shall at no time collectively exceed 229 LUEs. If such replat results in the Property Development collectively more than 229 LUEs of water and/or wastewater service, additional water and/or wastewater impact fees may be due in accordance with the WTCPUA's Tariff.

Section 2.2 Service Commencement Date. THE PARTIES EXPRESSLY CONFIRM AND AGREE THAT THE WTCPUA'S AGREEMENT TO PROVIDE SERVICE AS PROVIDED IN SECTION 2.1 ABOVE IS CONTINGENT UPON THE COMPLETION AND WTCPUA'S ACCEPTANCE OF THE WTCPUA WWTP EXPANSION EXCEPT AS PROVIDED IN SECTION 4.2, THE WTCPUA IS NOT REQUIRED TO COMMENCE RETAIL WATER AND/OR WASTEWATER SERVICE TO ANY RETAIL CUSTOMER IN THE PROPOSED DEVELOPMENT UNTIL THE COMPLETION AND WTCPUA'S ACCEPTANCE OF THE WTCPUA WWTP EXPANSION.

Section 2.3 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.

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.

If at any time the Site Development Plan approved by the City of Bee Cave for the Proposed Development is amended, Developer shall provide to the WTCPUA notice of such amendment and a copy of the amended Site Development Plan within thirty (30) days of such approval.

Section 3.2 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000.00 ("Developer Deposit") which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.13 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 after the conditions specified in Article III regarding completion of facility construction and conveyance of Developer Facilities to the WTCPUA have been met.

Section 3.3 Permits. Developer, at its sole cost and expense, shall be solely responsible for obtaining all permits necessary to construct and operate the Developer Facilities.

Section 3.4 Easements and Facility Siting. Developer, at its sole cost and expense, shall negotiate and secure all real property interests necessary to construct the Developer Facilities at locations approved by the WTCPUA. WTCPUA may require Developer to construct the Developer Facilities on separate tracts and convey fee simple title to the WTCPUA or construct the Developer Facilities within exclusive easements for the benefit of the WTCPUA where necessary for the WTCPUA's operation and maintenance of such facilities.

Section 3.5 Developer Warranties. With respect to the construction of the Developer Facilities, Developer warrants that:

- (a) The Developer Facilities shall be constructed under the terms of a construction contract or contracts pursuant to which the contractor provides a one-year warranty covering all materials and workmanship and shall meet the requirements of the WTCPUA and the Texas Commission on Environmental Quality and any other

regulatory agency or governmental body having jurisdiction. The materials used in the construction of the Developer Facilities shall be free from defects and fit for their intended purpose.

- (b) The Developer Facilities shall be constructed in the dedicated public rights-of-way, utility easements or lands approved by the WTCPUA under Section 3.4.

Section 3.6 Correction of Defects. Prior to the conveyance of the Developer Facilities to the WTCPUA, Developer shall remedy, or cause to be remedied, and pay all reasonable expenses attributable to remedying, any material defects in the design or construction of the Developer Facilities.

Section 3.7 Completion of Construction. Upon completion of the Developer Facilities and all other work required in providing public improvements which are located within the right-of-ways and easements in which the Developer Facilities exist, including, but not limited to road work, installation of gutters, and installation of all other public utilities, the Developer shall request WTCPUA acceptance of the Developer Facilities. The request shall include: (i) three sets of record drawings of the as-built plans, substantially the same as those approved by the WTCPUA, including complete and accurate locations of all facilities in the right-of-way, and measurements from permanent features of all valves, manholes, and cleanouts in the Developer Facilities, (ii) version 2011, or more current, AutoCAD plans; (iii) GPS files noting location of the Developer Facilities; (iv) complete operations and maintenance manuals for the Developer Facilities, (v) a certification sealed by a registered professional engineer stating that the Developer Facilities are fully completed in substantial compliance with the Plans and Specifications approved by the WTCPUA and in accordance with the as-built plans, and (vi) complete and enforceable maintenance bonds by the contractor or other document(s) securing the contractor's warranty acceptable to the WTCPUA. If the request is complete, the WTCPUA will promptly accept the Developer Facilities.

Section 3.8 Conveyance of Improvements. Upon completion and acceptance of the Developer Facilities, and prior to the commencement of service to Retail Customers located in the Proposed Development, Developer shall convey or cause to be conveyed to the WTCPUA the Developer Facilities by executing the form Utility Conveyance Agreement attached as **Exhibit D**. Developer acknowledges that it will convey all Developer Facilities to the WTCPUA without consideration or payment, and that Developer's conveyance of the Developer Facilities to the WTCPUA is in consideration of the WTCPUA's obligations and duties hereunder to provide retail water and wastewater service to Retail Customers in the Proposed Development.

Section 3.9 Additional Conveyance Requirements. As a condition of the WTCPUA's acquisition of the Developer Facilities, Developer agrees to execute an affidavit in the form attached hereto as **Exhibit D** stating that to the best of Developer's knowledge, no debt remains unpaid to any contractor, laborer, or material supplier which has or could result in a valid lien encumbering, or claim against, the applicable Developer Facilities. Developer shall also convey (a) the easements approved by the WTCPUA under Section 3.04, unless such easements have been dedicated to the public, and (b) any other real property interests approved by the WTCPUA under Section 3.04. All documents or instruments of conveyance, release, transfer, or assignment required hereunder shall be in a form and content reasonably acceptable to the

WTCPUA. Developer shall also ensure that all applicable items listed on the Developer Checklist on Exhibit E have been delivered to and accepted by the WTCPUA. The WTCPUA may withhold refund of any remaining amounts in the Developer Deposit and the processing of individual applications by Retail Customers to set a meter in the Proposed Development until all applicable items as noted on Exhibit E have been completed.

Section 3.10 INDEMNITY. DEVELOPER AGREES TO INDEMNIFY THE WTCPUA, ITS OFFICERS, EMPLOYEES AND AGENTS, AND TO HOLD THEM FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, DAMAGES, LOSS, PENALTIES, EXPENSES, FINES, ASSESSMENTS, SURCHARGES, LIQUIDATED OR UNLIQUIDATED, EXECUTED OR EXECUTORY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ACTUAL OR CONTINGENT, NOT HEREBY EXPRESSLY LISTED OR DESCRIBED BUT WHICH MAY BE ASSERTED NEVERTHELESS AGAINST THE WTCPUA, ITS OFFICERS, EMPLOYEES OR AGENTS BY THIRD PARTIES, THAT RESULT FROM OCCURRENCES OR OMISSIONS ARISING OUT OF (1) ANY DEFAULT UNDER OR IN VIOLATION OF ANY FEDERAL OR STATE STATUTE, REGULATION, OR ORDER BY DEVELOPER, ITS OFFICERS, EMPLOYEES OR AGENTS; OR (2) DEATH OR PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE CONSTRUCTION, CONDITION, OR OPERATION OF THE DEVELOPER FACILITIES BY DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR ANY ENTITY WORKING ON DEVELOPER'S BEHALF WITH RESPECT TO THE PROPOSED DEVELOPMENT, OR DEVELOPMENT OF THE PROPERTY BY DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR ANY ENTITY WORKING ON DEVELOPER'S BEHALF WITH RESPECT TO THE PROPOSED DEVELOPMENT, EXCEPT FOR SUCH INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE NEGLIGENCE OF THE WTCPUA, ITS OFFICERS, EMPLOYEES OR AGENTS; (3) ANY DEFAULT BY THE DEVELOPER UNDER ANY AGREEMENT, CONTRACT, OR UNDERSTANDING PERTAINING TO THE CONSTRUCTION OF THE DEVELOPER FACILITIES; OR (4) ANY FAILURE BY DEVELOPER TO OTHERWISE COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE INDEMNITY PROVISIONS OF THIS SECTION 3.10 SHALL SURVIVE FOR A PERIOD OF TEN YEARS AFTER THE CONVEYANCE OF THE DEVELOPER FACILITIES TO THE WTCPUA.

Section 3.11 Representations by Developer. Developer represents that:

- (a) This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer.
- (b) This Agreement and the 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 Developer is a party, or any order, judgment, or decision against Developer.

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 or wastewater service to a Retail Customer in the Proposed Development until all of the following conditions have been met:

- (a) Developer's construction and conveyance of the Developer Facilities to the WTCPUA as provided in Article III herein;
- (b) WTCPUA's completion and acceptance of the Bohls WWTP Expansion and Bohls WWTP Force Main Project for operation as provided in Section 2.2 herein;
- (c) Developer's and/or Retail Customer's compliance with WTCPUA Rules and Policies governing the commencement of such service, including the payment of Impact Fees.

Section 4.2. **Reservation Fees.** Developer shall annually pay Reservation Fees for both water and wastewater service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the 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 both water and wastewater reserved LUEs. Annual reservations payments shall be due upon each annual anniversary of the commencement of the Reservation Period. Upon each annual payment of Reservation Fees, 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 within thirty (30) days of the anniversary of commencement of the Reservation Period, 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 or 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 unless Developer specifies the number of LUES to be assigned and fully complies with Section 6.2 of this Agreement.

Reservation Fees for the initial Reservation Period shall be paid not later than thirty (30) days from earlier of either the approval of a Site Development Plan for the Proposed Development by the City of Bee Cave, or February 15, 2014.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 229 LUEs of water and wastewater service runs with and is assigned to the Proposed Development.

Section 4.3 Construction Water. Nothing in this agreement prohibits Developer from requesting or WTCPUA from granting, a request for Construction Service through a Hydrant Meter or Construction Service through a Permanent Meter pursuant to the WTCPUA Rules and Policies.

Section 4.4 Impact Fees. Retail Customers within in the Proposed Development shall pay the Impact Fees due under Section 395.016 of the Texas Local Government Code, as set forth in the WTCPUA Rules and Policies. WTCPUA shall collect Impact Fees from Retail Customers at the time an application for individual service in the Proposed Development is made.

Section 4.5 Treated Effluent Disposal. Developer shall provide, to the maximum extent practicable based on the Site Development Plan issued by the City of Bee Cave for the Proposed Development, disposal of treated effluent within the Proposed Development. Developer shall provide an easement to the WTCPUA for the disposal of treated effluent within the Proposed Development, and the locations of the easement shall be agreed to by the parties prior to the commencement of service. Developer shall provide at least 2.20 acres of treated effluent irrigation under the WTCPUA's 210 Authorization and shall design its onsite landscape irrigation system to accept treated effluent. More than 2.20 acres of treated effluent irrigation will be provided if determined to be available based upon the Site Development Plan issued by the City of Bee Cave for the Proposed Development. Developer agrees, not later than 90 days of the time at which reclaimed water service under the Developer 210 Authorization is made available to the Property, to enter into a Reclaimed Water Use Agreement with the WTCPUA using a WTCPUA-approved standard form of the agreement, substantially in the form as attached as **Exhibit C**, and convert all available outdoor irrigation to reclaimed water. Costs for such conversion downstream of the treated effluent master meter shall be borne by Developer. Developer shall not be responsible for the cost of any infrastructure necessary to deliver reclaimed water from the WTCPUA's central facilities to the Proposed Development.

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 in its entirety upon written notice to Developer if (i) Developer has not commenced construction of the Developer Facilities by the second anniversary of the date of the WTCPUA's acceptance of the WTCPUA WWTP Expansion or (ii) if the Developer Facilities have not been conveyed to WTCPUA by the fourth anniversary of such date. In addition, WTCPUA may terminate this agreement upon written notice to Developer for any of the 229 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the expiration of the Reservation Period. 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, 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 such termination, 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 and wastewater service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

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

ARTICLE VI **GENERAL PROVISIONS**

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 all or a portion of this Agreement, provided that no assignment shall be effective until Developer provides to the WTCPUA written notice of such assignment, and Assignee or successor in interest agrees in writing to assume all of Developer's duties and responsibilities under the assigned portion of this Agreement, including payment of Reservation Fees, and to be bound by the Agreement. WTCPUA may assign this agreement with written notice to Developer, including assignment 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
12117 Bee Cave Rd
Bldg. 3 Ste 120
Bee Cave, Texas 78738
Email: generalmanager@wtcpua.org

Copy to: Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701
Email: lkalisek@lglawfirm.com

Developer: The Park at Bee Cave, Ltd.
1010 West Martin Luther King Jr. Boulevard
Austin, Texas 78701
Email: bwalters@walterssw.com; ckohler@walterssw.com

Copy to: Steven Metcalfe
Metcalfe Wolff Stuart & Williams, LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Email: smetcalfe@mwswtexas.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. 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.

[Remainder of page left intentionally blank.]

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


**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: Larry Fox
Larry Fox, President
Board of Directors

Date: 10/22/13

ATTEST:
Ray Whisenant
Ray Whisenant, Secretary
Board of Directors

THE PARK AT BEE CAVE, LTD

By: 
Name: William S. Walters II
Title: president - Walters, Inc., General Partner
Date: 11/1/13

3704424.12

EXHIBIT LIST

Exhibit A — Map Showing Proposed Development

Exhibit B — Developer Facilities

Exhibit C — Form Reclaimed Water Use Agreement

Exhibit D — Form Utility Conveyance Agreement and Developer Affidavit (PUA Doc No. 2229072.2)

Exhibit E — Developer Checklist (PUA Doc No. 2217708.3)

EXHIBIT A

Map Showing Proposed Development

1-12-2001 \$156.00 200100013

THE ESTATES CENTER II

A SUBDIVISION OF 15.80 ACRES OUT OF THE JOHN HOBSON SURVEY NO. 527, ABSTRACT NO. 387 SITUATED IN THE VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS



LEGEND

- 1/2" IRON ROD FOUND
- COTTON SPRADE SET
- IRON PIPE FOUND
- NAIL FOUND
- IRVY MONUMENT FOUND
- (UNLESS OTHERWISE NOTED)
- P.U.E. PUBLIC UTILITY EASEMENT
- BL. BUILDING LINE
- D.E. DRAINAGE EASEMENT
- ROW RIGHT-OF-WAY
- T.C.P.R. TRAVIS COUNTY PLAT RECORDS
- T.C.R.P.A. TRAVIS COUNTY REAL PROPERTY RECORDS
- ABE FENCE
- CHAIN LINK FENCE
- (100) ALCOOD INFORMATION VOL. 80 PG. 188A, T.C.P.R.
- (100) RECORD INFORMATION VOL. 77 PG. 225, T.C.P.R.
- (100) RECORD INFORMATION VOL. 10950 PG. 836, T.C.P.R.
- (100) RECORD INFORMATION VOL. 11977 PG. 1268, T.C.P.R.
- (100) RECORD INFORMATION VOL. 18119 PG. 162
- (100) RECORD INFORMATION VOL. 8481 PG. 112

GENERAL NOTES:

1. ALL STREET CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARDS OF CONSTRUCTION OF STREETS AND DRIVEWAYS IN SUBDIVISIONS", CONTAINED IN MINUTE ORDER 8986, TRAVIS COUNTY COMMISSIONERS COURT, TRAVIS COUNTY, TEXAS.
2. ALL STREET SIGNS REQUIRED BY THE VILLAGE OF BEE CAVE SHALL BE INSTALLED BY THE SUBDIVIDER/OWNER AND AT THE EXPENSE OF THE SUBDIVIDER/OWNER.
3. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTION FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE ON THE LAND, A COMMUNITY SOURCE OR A PUBLIC UTILITY SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR USE AND OPERATION, AND WHICH IS APPROVED BY THE VILLAGE.
4. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL INSPECTION AND APPROVAL BY THE DESIGNATED VILLAGE OF BEE CAVE OFFICIAL OF AN ON-SITE BASIC DISPOSAL SYSTEM INSTALLED IN ACCORDANCE WITH RULES AND REGULATIONS OF THE VILLAGE OF BEE CAVE OR HANDED NO. 88-06-02, CONCERNING SEPTIC SYSTEMS, OR CONNECTION TO A PUBLIC SEWER SYSTEM.
5. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS.
6. DEVELOPMENT OF THE PROPERTY SHALL NOT BE STARTED UNTIL A SITE PLAN AND NON-POINT SOURCE POLLUTION CONTROL PLAN, AS REQUIRED BY VILLAGE OF BEE CAVE ORDINANCE NO. 89-11 AND NO. 89-1, HAVE BEEN APPROVED BY THE VILLAGE OF BEE CAVE.
7. THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS.
8. ALL SIGNAGE SHALL BE IN ACCORDANCE WITH THE VILLAGE OF BEE CAVE, TEXAS SIGN ORDINANCE.
9. THE SITE SHOWN HEREON LIES WITHIN ZONE "C", "AREAS OUTSIDE THE 500 YEAR FLOOD HAZARD AREA", AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR TRAVIS COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NO. 484203033-C, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE JUNE 18, 1993.

STATE OF TEXAS
COUNTY OF TRAVIS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE IN THE FIELD UNDER MY SUPERVISION.

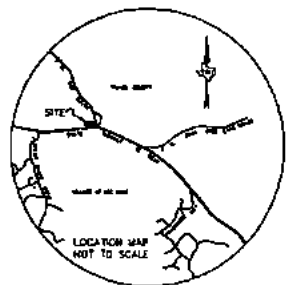
Patrick A. Smith
PATRICK A. SMITH, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR, TEXAS NO. 1280
INTERSTATE SURVEYING, INC.
4330 BEE CAVE ROAD, SUITE 202
AUSTIN, TX 78748
(512) 328-9178



STATE OF TEXAS
COUNTY OF TRAVIS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE VILLAGE OF BEE CAVE, TEXAS. I FURTHER CERTIFY THAT NO PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA IMPOSED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 484500033-C, EFFECTIVE DATE JUNE 18, 1993, FOR TRAVIS COUNTY, TEXAS.

Dwight P. Martin
DWAYNE P. MARTIN, P.E.
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 41960
P.E.S.A.
208 WILD BUSH, SUITE 300
AUSTIN, TX 78740
(512) 328-6542



WILLIAM S. McCRAY
VOL. 10850 PG. 656

DAVID J. ROCKWOOD
VOL. 11077 PG. 1359

LOT A
BURTON HOMESTEAD
VOL. 77 PG. 225

JOHN HOBSON
SURVEY NO. 527

LOT 1 BLOCK A
15.80 AC.

F.M. 620
(120 ROW)

CEMETARY
BEE CAVE BAPTIST CHURCH
VOL. 414 PG. 443

STATE HWY. 71
(105' ROW)

LINE	BEARING	DISTANCE	AREA	AREA	AREA
1	S 71° 10' 33" W	723.24	565.91	565.91	565.91
2	S 82° 31' 00" W	1281.82	1281.82	1281.82	1281.82
3	S 71° 10' 33" W	723.24	565.91	565.91	565.91

INTERSTATE SURVEYING, INC.
Professional Surveyors
A Mapping Service
4330 Bee Cave Road, #202 (Off I-35) Austin, TX 78748
Phone: 512-328-9178 Fax: 512-328-9178

Drawn by: [Name]
Checked by: [Name]
Approved by: [Name]

DATE: 1-12-2001
SHEET: 1 OF 2

PHOTOGRAPHIC RWLR

EXHIBIT B

Developer Facilities

Exhibit B
Developer Facilities

Developer Facilities may include the following:

1. All on-site treated effluent irrigation facilities;
2. All water and wastewater approach mains (if any) required to provide service to the Proposed Development; and
3. Any facilities required by WTCPUA Rules and Policies and meeting the definition of "Developer Facilities" as defined in Section 1.1 of this Agreement.

Developer and WTCPUA agree that water and wastewater service shall not be provided to the Proposed Development until such time the parties agree on any Developer Facilities to be included in this Exhibit B and as described in Items 1 through 3 above.

EXHIBIT C

Form Reclaimed Water Use Agreement

RECLAIMED WATER USE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Reclaimed Water Use Agreement (“*Agreement*”), effective as of the ____ day of _____ 20__, is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (the “*WTCPUA*”), and _____, a Texas _____ (“*Customer*”)(WTCPUA and Customer are each, a “*Party*”, and are collectively, the “*Parties*”).

WITNESSETH:

WHEREAS, the WTCPUA owns and operates a wastewater collection system and a wastewater treatment system, which produces Reclaimed Water (defined herein);

WHEREAS, the WTCPUA owns Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time, authorizing the disposal of treated effluent from the Lake Pointe Wastewater Treatment Facilities to certain real property;

WHEREAS, the WTCPUA is the holder of a direct reuse authorization from the State, enabling the WTCPUA to produce and provide Reclaimed Water for beneficial use to customers who require such water resources; and

WHEREAS, Customer desires to purchase from the WTCPUA a certain amount of Reclaimed Water, upon the terms and conditions set forth herein.

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

SECTION I. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement shall have the following meanings:

1.1 “210 PERMIT” means the WTCPUA’s “Authorization for Reclaimed Water,” Authorization No. R13294-001, attached hereto as Exhibit A and incorporated herein for all purposes.

1.2 “CUSTOMER FACILITIES” means the Customer’s system of pipes and other facilities already installed, together with any facilities to be constructed and installed by Customer, to transport and use Reclaimed Water furnished by the WTCPUA on the Property.

1.3 “WTCPUA FACILITIES” means the WTCPUA facilities necessary to convey Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery, including, but not limited to, all pumping, piping, effluent ponds, storage tanks, valving, electrical, and telemetry controls, identified in Exhibit B.

1.4 “EFFECTIVE DATE” means the later date of the Parties’ signatures on this Agreement.

1.5 “MASTER METER” means the meter, owned by the Customer, that shall measure the amount of Reclaimed Water delivered to Customer at the Point of Delivery.

1.6 “POINT OF DELIVERY” means the location at which title to, and liability for, Reclaimed Water passes from the WTCPUA to Customer and the metering point where the amount of Reclaimed Water delivered to Customer is measured, as depicted on the sketch attached hereto as Exhibit B.

1.7 “PROPERTY” means the real property of Customer as described in Exhibit C, attached hereto and incorporated herein for all purposes, and is the only place upon which Customer may apply Reclaimed Water furnished by the WTCPUA under this Agreement.

1.8 “RECLAIMED WATER” means the treated effluent produced by the WTCPUA from the Wastewater Treatment Plant, as authorized in the 210 Permit, for Type I or Type II use as defined by 30 Tex. Admin. Code, Chapter 210.

1.9 “RECLAIMED WATER RATE” means the rate to be charged Customer by the WTCPUA per 1,000 gallons of Reclaimed Water and is based on the WTCPUA’s reasonable, actual, and expected costs of providing Reclaimed Water to Customer.

1.10 “TCEQ” means the Texas Commission on Environmental Quality, or its successor agencies.

1.11 “TLAP Permit” means the WTCPUA’s Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time.

1.12 “WASTEWATER TREATMENT PLANT” or “WWTP” means the WTCPUA’s Steiner Ranch Wastewater Treatment Facilities and/or any other WTCPUA facilities approved under the 210 Permit.

SECTION 2. CUSTOMER FACILITIES

2.1 Facilities to be Constructed. Customer shall construct or cause to be constructed, at its sole risk and expense, additional Customer Facilities necessary to transport, store and/or use Reclaimed Water accepted at the Point of Delivery. The Customer Facilities shall be designed and constructed in accordance with all applicable rules and regulations of TCEQ for reclaimed water systems.

2.2 Approval of Plans and Specifications. To the extent that new Customer Facilities are proposed by Customer, Customer shall develop plans and specifications for such facilities and submit such plans and specifications to the WTCPUA for review and approval prior to the construction of same. Customer shall design and construct such new Customer Facilities at its sole risk and expense, and in accordance with all applicable federal and state laws and regulations, including, but not limited to, 30 Tex. Admin. Code, Chapter 210.

2.3 Inspection. Customer shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect any new Customer Facilities being constructed.

SECTION 3. DELIVERY OF RECLAIMED WATER

3.1 Delivery. The WTCPUA shall operate and maintain the WTCPUA Facilities and deliver Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery. The WTCPUA does not guarantee that the Reclaimed Water will be delivered at any specific rate or pressure. Customer agrees that all valves and other controls to start, stop, and regulate the flow of water to Customer under this Agreement which is beyond the Point of Delivery and its related meter, shall be under the sole control of Customer.

3.2 Use of Water. Customer shall only use the Reclaimed Water provided by this Agreement for purposes authorized in the 210 Permit, attached hereto as Exhibit A. The location of use shall only be on the Property. The Parties agree that Reclaimed Water shall not be used for human consumption or domestic purposes. Customer may not sell any Reclaimed Water received under this Agreement to any other entity without the prior written authorization by the WTCPUA.

3.3 Title. The WTCPUA shall have exclusive title, care, custody and control of all Reclaimed Water up to the Point of Delivery, at which point exclusive title, care, custody and control of all Reclaimed Water shall pass to Customer.

SECTION 4. QUANTITY AND UNIT MEASUREMENT

4.1 Quantity. The WTCPUA agrees to sell and deliver Reclaimed Water to Customer at the Point of Delivery on a demand basis. Customer agrees that the quantity of Reclaimed Water available for delivery and use by Customer shall be dependent on the normal operations and production of the Wastewater Treatment Plant, on the amount of Reclaimed Water available, and on the amount of any supplemental raw water available. Customer agrees that the WTCPUA is under no obligation to provide Reclaimed Water when, in the opinion of the WTCPUA and in the interest of operating the Wastewater Treatment Plants, there is insufficient Reclaimed Water available for supply, or when doing so may violate and federal or state statute, regulation, or permit. In no event shall the WTCPUA be required under this Agreement to deliver any minimum or maximum amount of Reclaimed Water to Customer; and Customer shall not rely upon any specific quantity of Reclaimed Water from the WTCPUA. The WTCPUA shall endeavor to deliver the quantity of Reclaimed Water necessary to meet Customer's needs, subject to the normal operation and production of the WTCPUA's Wastewater Treatment Plants and the terms of this Agreement.

4.2 Metering.

a. the WTCPUA shall install, operate, maintain, and read the Master Meter which shall record the Reclaimed Water delivered to Customer at the Point of Delivery. The Master Meter and other related equipment shall be owned by the WTCPUA. Customer shall pay the WTCPUA for the cost to purchase and install the Master Meter. The principal measurement point for Reclaimed Water taken by Customer under this Agreement shall be located near the designated Point of Delivery, as more particularly identified in Exhibit B.

b. The WTCPUA shall keep accurate records of all measurements of Reclaimed Water required under this Agreement and the measuring devices and such records shall be open to inspection by Customer during reasonable business hours. Customer shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be performed only by employees or agents of the WTCPUA. Customer's agents or employees may observe the reading, calibration and adjustment.

c. Should Customer have reason to believe that the Master Meter is recording Reclaimed Water usage inaccurately, Customer may request that the WTCPUA test the Master Meter at the WTCPUA's cost; provided, however, that if Customer requests that the WTCPUA test the Master Meter more frequently than once per year, then Customer shall pay the cost of any additional test of the Master Meter if the test shows that such Master Meter(s) is accurate (within two percent (2%) registration), but the WTCPUA shall pay the costs of the additional test for such if the results indicate that such Master Meter is not accurate (in excess of two percent (2%) registration). If it is mutually agreed by the WTCPUA and Customer that the Master Meter is malfunctioning, or should the WTCPUA discover that such Meter is recording water usage inaccurately, then the WTCPUA shall immediately notify Customer of same, and replace or repair the faulty Meter.

d. If, for any reason, the Master Meter is out of service or out for repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out for repair shall be estimated and agreed upon by the Parties upon the basis of the best data available. For such purpose, the best data available shall be determined by consideration of any other meters that can be related to the Master Meter. If no other meters in the system are operational which will allow determination of delivered quantity, then the amount of water delivered during such period may be estimated by (i) correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

4.3 Unit of Measurement. The unit of measurement for Reclaimed Water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

SECTION 5. QUALITY

5.1 General. The Reclaimed Water to be delivered by the WTCPUA shall be treated wastewater effluent in compliance with applicable State and Federal law and regulations. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT RELATIVE TO THE QUALITY OF THE RECLAIMED WATER SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT.

SECTION 6. PAYMENTS BY CUSTOMER FOR RECLAIMED WATER RECEIVED

6.1 Commencement of Service. The WTCPUA shall begin to provide Reclaimed Water to Customer when all WTCPUA Facilities are in place and the Customer Facilities meet the applicable provisions of this Agreement.

6.2 Rate. The WTCPUA shall charge Customer and Customer shall pay the WTCPUA for the quantity of Reclaimed Water delivered to the Customer at the Point of Delivery at the Reclaimed Water Rate. As of the Effective Date of this Agreement, the Reclaimed Water Rate shall be \$_____ (_____) per 1000 gallons. The WTCPUA, in its sole discretion, may adjust the Reclaimed Water Rate from time to time.

6.3 Billing. The WTCPUA shall bill Customer for Reclaimed Water delivered under this Agreement on a monthly basis. The WTCPUA will submit to Customer a monthly statement indicating the amount of Reclaimed Water delivered, the Reclaimed Water Rate, and the amount due. The monthly statement will be payable on or before sixteen (16) days after WTCPUA issues the monthly statement. The WTCPUA retains the right to suspend Reclaimed Water service if Customer has not paid its monthly statement by the 10th day after receiving notice that the invoice is delinquent.

SECTION 7. SUSPENSION OR TERMINATION OF SERVICE

7.1 Force Majeure. If at any time during the term of this Agreement the WTCPUA is unable to deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the WTCPUA's control and without its fault, whether such occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then the WTCPUA shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and the WTCPUA shall not be liable for the breach of this Agreement. The WTCPUA shall use reasonable and good faith efforts to correct any impediment preventing delivery of Reclaimed Water and give Customer advance written notice when possible and to the extent it is reasonable, give such notice of any inability to deliver the water needed so that Customer may seek alternative sources, including reconnection to the potable water supply as set forth in Section 11.4 below.

7.2 Repairs and Maintenance. The WTCPUA may temporarily suspend delivery of Reclaimed Water to Customer for the purpose of performing maintenance and repairs to the WTCPUA Facilities or other parts or components of the WTCPUA's wastewater system, including

its Wastewater Treatment Plant. The WTCPUA shall endeavor to provide Customer with verbal or written notice prior to suspension of such service and an estimate of when service shall be reestablished.

7.3 Regulatory Action. The WTCPUA may temporarily suspend delivery of Reclaimed Water to Customer pursuant to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The WTCPUA shall provide Customer with written notice prior to suspension of such service and an estimate of when service shall be reestablished.

7.4 Customer's Non-Compliance With Agreement or TCEQ Rules. The WTCPUA may temporarily suspend delivery of Reclaimed Water to Customer if it determines that Customer's use of the Reclaimed Water violates the terms of this Agreement, the 210 Permit, or the requirements of 30 Tex. Admin. Code, Chapter 210, until such time as such violation is cured by Customer to the WTCPUA's satisfaction. If Customer fails to cure such violation within ten (10) after days written notice has been sent from the WTCPUA, the WTCPUA may cease providing Reclaimed Water to Customer indefinitely. If Reclaimed Water service is not restored to Customer within 180 days after termination of service, Customer shall be deemed to be in material default of this Agreement and the WTCPUA may terminate this Agreement pursuant to Section 11.3.b.

7.5 Transitioning from Direct Reuse of Reclaimed Water to Land Application of Treated Effluent. The Parties acknowledge that during the Term of this Contract, the WTCPUA may desire to dispose of treated effluent on the Property in accordance with its TLAP Permit, as may be amended and renewed from time to time. In the event that the WTCPUA desires to dispose of treated effluent on the Property and no longer supply Reclaimed Water to Customer, Customer agrees to work with WTCPUA to amend this Contract, allowing the WTCPUA to dispose treated effluent on the Property in accordance with its TLAP Permit, which may include granting one or more irrigation easements to the WTCPUA. Customer's obligations under this Section become effective at the time that the WTCPUA delivers written notice to Customer of its desire to transition from supplying reclaimed water to disposing treated effluent.

SECTION 8. OBLIGATIONS OF THE PARTIES

8.1 Obligations of the WTCPUA.

a. Operation and Maintenance. The WTCPUA shall use its best effort to continuously operate and maintain the WTCPUA Facilities. All costs, including, without limitation, all capital improvement costs, maintenance, and operation expenses, required in order to deliver Reclaimed Water to the Point of Delivery shall be paid by the WTCPUA.

b. 210 Permit. The WTCPUA, at its sole cost and expense, shall use commercially reasonable efforts to maintain the 210 Permit and acquire any other applications or approvals associated therewith (collectively, the "Approvals") necessary or required to deliver Reclaimed Water to the Point of Delivery so that Customer can use such Reclaimed Water in accordance with the terms and provisions of this Agreement.

8.2 Obligations of Customer.

a. System Operation and Maintenance. At Customer's sole risk and expense, Customer shall (i) continuously operate and maintain the Customer Facilities, any pumping or other facilities, including storage facilities, necessary to convey and store Reclaimed Water from the Point of Delivery to the place of use, (ii) obtain all necessary easements or permits, and (iii) develop and maintain a current operation and maintenance plan on site that meets the requirements of the 210 Permit and 30 Tex. Admin. Code, Chapter 210. Customer shall not install any equipment or improvements on property owned by the WTCPUA without the prior express written consent of the WTCPUA. Customer agrees to schedule routine maintenance on the Customer Facilities. Customer's routine maintenance schedules shall include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. Repairs shall be conducted as necessary. Preventive maintenance on all mechanical equipment shall be as specified by the manufacturer.

b. Construction Requirements. Each area of Customer's Facilities equipped with Reclaimed Water irrigation lines shall have a separate irrigation control system which will be connected by telecommunication to the WTCPUA's central Reclaimed Water irrigation control system. Customer shall ensure that any Customer Facilities constructed will have with a minimum separation from potable water lines of nine (9) feet; provided, however, in the event that it is not possible to maintain this separation, Customer agrees to construct such facilities in accordance with 30 Tex. Admin. Code, Chapter 290, concerning separation of potable and non-potable water piping. Customer agrees to use a nondegradable warning tape in the trench of such facilities to reduce the possibility of inadvertent cross-connections. Pipe used for construction of any additional Reclaimed Water lines shall be purple, covered with a purple polywrap bag, or marked with purple tape.

c. 210 Permit. Customer agrees to cooperate with the WTCPUA in obtaining all permits and approvals necessary for WTCPUA to provide Reclaimed Water to Customer, and Customer agrees to take whatever action is reasonably necessary including, but not limited to: (i) cooperating with the WTCPUA and any applicable governmental agency in every reasonable manner and in good faith to ensure that the Approvals are obtained; and (ii) executing such further documents, memoranda, assurances, certificates, and consents as shall be reasonably requested by the WTCPUA from time to time to cause such Approvals to be obtained, provided said Approvals do not impose any materially unreasonable restrictions or obligations on the Customer in the operation and use of the Property.

d. Hose Bibbs, Faucets, Valves. Customer agrees that it will be solely responsible for designing, installing or modifying all hose bibs, faucets, and valves in accordance with the provisions of 30 Tex. Admin. Code § 210.25(a).

e. Signage. Customer agrees that it will be solely responsible for posting signs at all storage ponds, hose bibs, faucets and other points of access to the Reclaimed Water that comply with the requirements of 30 Tex. Admin. Code § 210.25(b)

f. Customer Facilities Operation. Customer agrees that it will ensure that the Customer Facilities are operated in a manner that will minimize the risk of inadvertent human exposure. Customer agrees that it will provide reasonable control of the application rates for the Reclaimed Water applied to irrigation areas that shall encourage the efficient use of Reclaimed Water to avoid excessive application that results in surface runoff or excessive percolation below the root zone. The Customer Facilities shall not be operated when the earth is frozen or saturated with water. The Customer agrees that it will ensure that areas to be irrigated have a vegetative cover when irrigation occurs and take measures to assure no incidental ponding of water. Customer agrees to implement operational procedures so that use of the Customer Facilities will minimize wet grass conditions in “unrestricted landscaped areas” during the periods such areas could be in use. “Unrestricted landscaped areas” is defined in 30 Tex. Admin. Code § 210.3. Customer agrees that such procedures will also ensure that no water spray or spray drift reaches off-premises property outside the ownership or control of Customer. Customer shall maintain and provide all records required under 30 Tex. Admin. Code, Chapter 210, Subchapter C. The Customer shall also cooperate with the WTCPUA regarding irrigation scheduling and/or management, should it be necessary, to ensure adequate and reliable service for all customers given any limitations in the delivery system.

g. Discharges Prohibited. Customer shall not allow any Reclaimed Water, or any other Reclaimed Water contained in any storage pond, to be discharged to “waters in the state” as that term is defined in Texas Water Code § 26.001. In the event of a discharge, Customer shall comply with the requirements of 30 Tex. Admin. Code § 210.22.

h. Inspection. Customer hereby grants the WTCPUA the right to inspect the Customer Facilities, as well as the areas where Reclaimed Water is stored or used for irrigation or any other lawful purposes.

i. Acknowledgment by Customer. By its execution of this Agreement, Customer acknowledges its receipt of a copy of the TCEQ Reclaimed Water use rules also located at 30 Tex. Admin. Code, Chapter 210, and further agrees to comply with all requirements and responsibilities under such rules. Customer shall comply with all provisions of 30 Tex. Admin. Code, Chapter 210, regarding the transfer, storage, and use of Type I reclaimed water, including, but not limited to, all notice, design, construction, storage, operation, and reporting requirements stipulated for the user of reclaimed water pursuant to such provisions.

j. Insurance. Customer shall keep the Customer Facilities fully insured at its sole cost and expense.

k. Conditions of Service. Customer acknowledges and agrees that any obligations on the part of the WTCPUA to provide Reclaimed Water under this Agreement are (i) conditioned upon the WTCPUA’s ability to maintain all necessary permits, agreements, material, labor, and equipment, provided the WTCPUA uses reasonable efforts to maintain said permits, agreements, material, labor, and equipment; (ii) subject to all present and future valid laws, order, rules, and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over the WTCPUA or its activities; and, (iii) subject to the right

of the WTCPUA to terminate Reclaimed Water deliveries under this Agreement when the WTCPUA finds Customer's use of such water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at 30 Tex. Admin. Code Chapter 210, and as may be amended.

SECTION 9. GENERAL PROVISIONS

9.1 Indemnification. THE WTCPUA, ITS OFFICERS, AGENTS, AND EMPLOYEES SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR, AND ARE HEREBY INDEMNIFIED SAVED AND HELD HARMLESS BY CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY THE NEGLIGENT ACTS OF CUSTOMER OR CUSTOMER'S AGENTS OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, CUSTOMER'S USE OF RECLAIMED WATER, AND CUSTOMER'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.

9.2 Venue. All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due in Travis County, Texas which is the County in which the administrative offices of the WTCPUA are located. It is specifically agreed by the parties to this Agreement that Travis County, Texas is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Travis County, Texas.

9.3 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

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

9.5 Prior Agreements Superseded. This Agreement constitutes the sole and only Agreement of the parties with respect to the delivery of Reclaimed Water to Customer and cancels and supersedes any prior understandings or oral or written agreements between the parties respecting the delivery of any water supply to Customer.

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

9.7 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience called "Notice") herein provided or permitted to be given, made, or accepted by any party must be in writing and may be given or served in any manner reasonably calculated to reach each of the other parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, shall be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method shall be effective when received. For the purpose of Notice, the addresses of the Parties shall be, until changed as hereafter provided, as follows:

Customer: **NAME**
 ADDRESS
 _____, Texas 787__
 (Phone Number)
 (Fax)

WTCPUA: **WEST TRAVIS COUNTY**
 PUBLIC UTILITY AGENCY
 Attn: General Manager
 12117 Bee Cave Road
 Building 3 Suite 120
 Bee Cave, Texas 78738
 (Phone Number) 512/263-0100
 (Fax) 512/263-2289

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

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

9.9 Applicable Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

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

SECTION 10. ASSIGNMENT

10.1 Term of Agreement. This Agreement shall be in force and effect from the date of execution hereon for a term of _____ years. The Agreement may be renewed upon mutual agreement of the Parties.

10.2 Assignment. This Agreement shall be assignable by the Customer in whole or in part to subsequent purchasers of the Property with the prior written consent of the WTCPUA, except that such consent shall not be unreasonably withheld. The WTCPUA and Customer agree that each binds themselves and their successors and assigns to all obligations, promises, and covenants of this Agreement.

10.4 Transfer. In the event the WTCPUA wishes to assign, convey, or otherwise relinquishes its obligations with respect to the provision of Reclaimed Water service to Customer under this Agreement, in its sole discretion, such that the WTCPUA is no longer operating the Wastewater Treatment Plant and/or its Reclaimed Water Transportation System, the WTCPUA's obligations under this Agreement shall be the responsibility of the WTCPUA's assignee.

SECTION 11. REMEDIES UPON DEFAULT

11.1 Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) calendar days after receipt by such Party of notice of default from the other Party. Upon the passage of thirty (30) calendar days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement.

11.2 No Additional Waiver Implied. The failure of any Party hereto to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as waiver or relinquishment of the future performance of any term, covenant, or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

11.3 Remedies. The Parties recognize that certain of their respective obligations, if not performed, may be adequately compensated by money damages while others could not be. Accordingly, the Parties agree that in the event of any failure to perform any covenants, conditions, or obligations of this Agreement on the part of any Party, the aggrieved Party shall:

- a. to the extent, if any, permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law or in equity or under this Agreement; and
- b. either the WTCPUA or Customer may terminate this Agreement by written notice, after such Party has given notice of a material default to the other Party upon the expiration of the thirty (30) days permitted for curing such default and such default not having been cured.

11.4 Alternate Connection. If a default by Customer cannot be cured within a reasonable time, then (i) the WTCPUA may disconnect Customer's irrigation system from the WTCPUA's Reclaimed Water System and (ii) Customer will be required to connect temporarily to the potable water system at Customer's sole cost but without the payment of impact fees. Permanent reconnection to the potable water system (defined as connection exceeding six months) due to

default by Customer will require payment of applicable impact fees. If a default by the WTCPUA cannot be cured within a reasonable time, Customer may connect its irrigation system to the potable water supply of the WTCPUA without the payment of impact or tap fees.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, on this _____ day of _____ 20____, all as of the day and year first written, which is the effective date of this Agreement.

CUSTOMER:

[NAME]

By: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Larry Fox, President
Board of Directors

ATTEST: _____
Ray Whisenant, Secretary

EXHIBITS

Exhibit A – 210 Permit

Exhibit B – Facilities and Point of Delivery Map

Exhibit C – Property Description

EXHIBIT D

Form Utility Conveyance Agreement and Developer Affidavit

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

This Agreement is made and entered into as of the ____ day of _____, 2012, by and between **West Travis County Public Utility Agency**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code Code (herein the "Agency"), and _____ (herein the "Seller").

RECITALS

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, _____ *[name of subdivision]* _____. 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/or 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 _____ *[name of subdivision]* _____.

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/or wastewater facilities constructed to serve _____ *[name of subdivision]* _____, a subdivision located in *[Travis/Hays]* County, Texas, and recorded in Plat Book ____, Pages ____ of the Real Property Records of *Travis/Hays* County, Texas, and

constructed pursuant to a contract with _____ dated _____, including but not limited to _____.

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 and described as follows:

[insert description if applicable]

(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. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

10. 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.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, as of the ____ day of _____, 201_.

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Larry Fox, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public Signature

(Seal)

By: _____

Name: _____

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

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

Notary Public Signature

(Seal)

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 Texas _____, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said _____'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."

By: _____
Name: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Notary Public Signature

(Seal)

EXHIBIT E

Developer Checklist

WTCPUA DEVELOPER CHECKLIST

FAILURE TO PROVIDE CHECKLIST ITEMS WITHIN 60 DAYS OF FACILITIES COMPLETION DATE MAY RESULT IN WTCPUA NOT SETTING ADDITIONAL SERVICE METERS.

Required	Previously Received by PUA	Included in Close-Out Package	Construction Requirements
			Service Extension Request
			Applicable Fees (<i>Service Request Fee, Engineering Review Fee, Construction Inspection Fee</i>)
			Plans & Specifications
			Performance or Maintenance Bonds with Clearly Defined Start Dates
			Permits
			Bid Advertisement, if applicable
			Engineer-approved Materials / Product Submittals
			All Construction Contracts & Documents
			All Change Orders
			Coversheet
			Final Construction Drawings approved by PUA, Marked and Stamped by Engineer as "Record Drawings" <i>(3 - Full Size Copies / 2 - Half Size Copies)</i>
			Engineer's Certificate of Substantial Completion
			Third-party Testing / Inspection Reports
			Warranty Information (dates, contracts, walk-through)
			As-Built Drawings <i>(3 - Full Size Copies / 1 Digital Copy)</i>
			Construction and Conveyance Agreement
			Contractor Affidavit of All Bills Paid with Lien Waivers
			Autocad plans
			GPS files (<i>location of meter boxes, meters, services, valves, pump stations, lift stations, and storage facilities</i>)
			O&M Manuals (<i>esp. for mechanical equipment</i>)

Required	Previously Received by PUA	Included in Close-Out Package	Real Property Requirements
			Verification for Lines located in Right-of-Way (ROW)
			Survey for Easements/Fee Simple Tracts, if applicable
			Final Recorded Plats of property, if applicable
			Easements that require Assignment to PUA, and Verification that all facilities are in Required Easements
			Field Notes for Easements/Fee Simple Tracts dedicated by Separate Instrument, if applicable
			Title Insurance Policy for all easements and/or fee simple conveyance, insuring good and indefeasible title, if applicable
			Recorded Deed/Easement Assignment, if applicable
			Leases, if applicable
			Franchise agreements, if applicable
Required	Previously Received by PUA	Included in Close-Out Package	Reimbursement Requirements (if applicable)
			Acceptance of Audit
			Certified Bid Tabulations
			All Pay Estimates
			Statement of Projected / Requested Closing Date
			Final Pay Request
			Map of area being reimbursed, including plats / lots
			Reimbursement Agreement / Terms that PUA contracted or assumed
			Invoices for construction and non-construction items, plus front / back of checks showing payment
			Taxpayer Identification Number
			Funds Wiring or ACH instructions

Required	Previously Received by PUA	Included in Close-Out Package	Special Condition Requirements (if applicable)
			Memo of Understanding (MOU) Letters
			Fish & Wildlife Letter / Pre-construction
			Fish & Wildlife Letter / Post-construction

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SCOPE OF SERVICES

Work Order #3

GENERAL

In accordance with the Engineering Services Agreement between West Travis County Public Utility Agency (Owner) and CP&Y, Inc. (Engineer), dated August 17, 2017, the Owner and Engineer agree as follows:

I. Specific Project Data

A. Title: **The Park at Bee Cave Effluent Connection**

B. Description: Design of approximately 120 LF of 12-inch and 300 LF of 4-inch effluent line from an existing 12-inch effluent line to an existing 4-inch connection at The Park at Bee Cave development. The 12-inch segment is anticipated to be by trenchless construction under FM 620, with a stub-out for a future connection.

II. Services of Engineer

A. Design Phase Services

1. Prepare Contract Documents

- a. Engineer will prepare plans and project manual suitable for competitive bidding purposes, including the technical specifications.
- b. Plans and list of Specification Submittals to Owner will be at 60%. Plans and Specifications will be prepared and issued at 90% and for Bid. Each Submittal will include an Opinion of Probable Construction Cost (OPCC).
- c. Traffic Control is anticipated to be handled by TxDOT Standard Detail sheets. Detour sheets are not anticipated.
- d. It is anticipated that TCEQ General Discharge Permit TXR150000 will not be required as the construction activities are proposed to disturb less than 1.0 acres.
- e. Perform QA/QC prior to submitting the plans and specifications at each submittal.
- f. Incorporate Owner's review comments into contract documents.

2. TxDOT Permitting

- a. Attend, lead and document one (1) TxDOT permitting coordination and plan review meetings with Area Office.
- b. Coordinate with TxDOT in order to satisfy TxDOT permit requirements and ROW crossing.
- c. Provide design submittal through TxDOT's online Utility Installation Review (UIR) system.
- d. Incorporate any TxDOT review comments into 90% design documents.

B. Bidding Phase Services

1. Conduct pre-bid meeting for interested Contractors. Prepare agenda and sign-in sheet.
2. Address and respond to questions and interpretation of bid documents.
3. Prepare and issue addenda to the bid documents if necessary.
4. Conduct bid opening at Owner's location, tabulate and review all bids for correctness.
5. Review qualifications of low bidder and others as needed.
6. Recommend award of contract or other actions to be taken by the Owner.

C. Construction Phase Services

1. Attend one (1) pre-construction conference with the Owner and the Contractor, review the Contractor's construction schedule and issue meeting notes to the Owner.
2. Engineer will incorporate Addenda Items to the bidding document and issue Conformed Set of Contract Documents prior to or at the pre-construction conference. Provide three (3) copies each to the Owner and Contractor of the Conformed Contract Documents.
3. Engineer will attend one (1) construction progress meetings at the request of the Owner.

4. The Engineer will make periodic visits (combined with progress meetings) to the Project sites at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work. Engineer will perform one (1) site visit. Based on the information obtained during such visits, the Engineer will endeavor to determine if the Contractor's work is proceeding in accordance with the Contract Documents. The purpose of such project site visits and such observations is to keep the Owner generally informed of the progress of the Contractor's work and to determine if the completed work of the Contractor conforms in general to the design concept indicated in the Construction Contract Documents. The Engineer will not, during such visits or as a result of such observations, supervise, direct, or have control over the Contractor's work nor will the Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with rules, regulations, ordinances, codes or orders applicable to the Contractor's performance of the work. The Contractor shall have sole authority over and responsibility for:
 - a. the means, methods, techniques, sequences, and procedures of construction
 - b. safety precautions and programs incidental to the construction, and
 - c. compliance with rules, regulations, ordinances, codes and orders applicable to the construction. The Engineer neither guarantees the performance of the Contractor nor assumes any responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Contract Documents.
5. Issue necessary clarifications and interpretations of the Construction Contract Documents as appropriate to the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent and reasonably inferable from the Construction Contract Documents. Up to two (2) Requests for Information (RFIs) are included.
6. Make recommendations to the Owner regarding change orders as appropriate and when directed by the Owner, and prepare one (1) Change Order as reasonably required. Preparation of Change Orders, which result from significant changes in the scope, extent, or character of the Project designed by the Engineer, is not included in this scope of services.
7. Review schedules, submittals, shop drawings, laboratory, shop and mill tests of material and test equipment and other data as required by the Construction Contract Documents, but only for conformance with the design concept indicated in the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Up to eight (8) submittal reviews are included.
8. Upon notice from the Contractor that the Contractor's work is ready for its intended use, conduct, in company with the Owner's representative and the Contractor, an observation to determine if the work is substantially complete. If the Owner and the Engineer consider the work substantially complete, issue a certificate of substantial completion containing a list of required tasks for the Contractor to complete prior to issuance of certificate of final completion. Conduct a final walk through together with the Owner and the Contractor to determine if the work has reached final completion so that the Engineer may recommend final payment to the Contractor. If appropriate, make recommendations to the Owner for final payment to the Contractor.
9. Prepare Project record drawings incorporating compiled change orders and field changes that are received from the Owner and the Contractor.

III. Special Services

A. Surveying

1. Topographic Survey:

- a. Establish primary survey control monuments as inter-visible pairs at strategic locations along the project route. The coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates. Central Zone 4203, US Survey feet and NAVD 88 for vertical control datums. These values will be derived at each point that include geographic positions of northing, easting and orthometric heights. A project

combined scale factor will be derived from an average of the observations at the locations surveyed.

- b. Design and establish secondary control traverse as needed for boundary and topographic data gathering tasks.
 - c. Collect spot elevations along the project route including back of curbs, driveways, visible utilities, drainage structures, centerline of roads, trees 8” and up, and any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project (MH inverts, if any). The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
 - d. Deliverables will include an AutoCAD 3D file with break-lines and associated XML file. A DTM file processed to 1.0 foot contours will be provided and the associated spot point data in ASCII format. A list of benchmarks and project control coordinates will be included. The AutoCAD file will include identification of the ROW.
 - e. Perform a “One Call” utility contact for marking of known underground utilities at the road crossings along the project route and locate the markings for depiction in the DTM file.
 - f. Locate horizontally and vertically one (1) geotechnical bore holes within the project limits.
2. Easement Document:
 - a. Develop up to two (2) Temporary Construction Easement documents, including exhibit and description for each.

B. Subsurface Utility Engineering:

1. Perform approximately 600 LF of Quality Level B SUE investigation as defined in the ASCE Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of utilities within the project limits.

C. Geotechnical Engineering:

1. Subsurface Investigation: Investigate subsurface conditions and characterize soil at the project area. The exploration will consist of one (1) test borings to a depth of up to 30 feet deep. Contact the Texas 811 System to locate underground utilities within the vicinity of the test boring locations and obtain a TxDOT Excavation Permit for this Work. During drilling operations, a representative will be present to coordinate drilling and sampling activities, as well as prepare a field Log of Boring. Groundwater readings will be obtained during drilling and immediately upon completion of the drilling operations. The completed borehole will be backfilled with bentonite and soil cuttings.
2. Laboratory Testing Services: Laboratory testing will be performed on select soil samples recovered from the test borings. The index tests will include Atterberg limits, minus 200 sieve, moisture content, and unconfined compressive strength tests. The laboratory testing program will be performed in accordance with applicable ASTM Specifications, and the results will be included in the Logs of Boring presented in the completed report.
3. Geotechnical Engineering Services: Results of the field data and laboratory data will be used to develop a report prepared by a Professional Engineer licensed in the State of Texas. In general, the following items will be included in the report:
 - a. Subsurface soil, rock, and groundwater conditions encountered at the test boring location
 - b. General excavation considerations
 - c. Soil classification in general accordance with OSHA requirements
 - d. Boring location plan
 - e. Logs of Boring

IV. Additional Services

Additional Services to be performed by CP&Y, if authorized by the Owner, which are not included in the above described Services of Engineer and Special Services, are described as follows. Work on the below services will not proceed without written approval from the Owner.

- A. Boundary Survey and Metes and Bounds Descriptions
 1. Perform sufficient survey field boundary surveying for the project length to locate the record boundaries for the subject area.
 2. Perform sufficient boundary analysis of the gathered field work to depict the reconstructed boundaries. Prepare metes and bounds descriptions with accompanying survey plats for two (2) permanent easements along the project route. This item assumes that Temporary Construction Easements will be referenced as adjacent to and parallel with the described permanent easement and will be handled as a statement within the metes and bounds descriptions.
 3. This scope of work does not include title review or property acquisition.
- B. Engineer will develop at the request of the Owner any changes, alterations or modifications to the Project which appear to be advisable and feasible based on unexpected field conditions and in the best interest of the Owner.

V. Owner's Responsibilities

- A. Provide available record drawings for subject effluent, water and/or wastewater lines and elements impacting the project.
- B. Provide any available utility, parcel and/or topographic mapping information of the project area.
- C. Provide any available GIS data for the water, wastewater and effluent lines in the subject area and elements impacting the project.
- D. Per the Owner's request, the Work associated with Environmental Due Diligence Investigation has been removed. Engineer will not be liable for any potential damages related to these items that were unforeseen or beyond Engineer's control under the Contract terms. Any environmental investigations required during the permitting process will be considered an additional service.
- E. Assist the Engineer, as necessary, in obtaining any required data and information from franchise utility companies.
- F. Assist the engineer with access to sites as needed for the duration of design.
- G. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope of the Engineer's services.
- H. Meet on an as needed basis to answer questions, provide guidance and offer comment.
- I. Provide construction inspection and construction testing services including coordination and scope of services.
- J. Pay all fees associated with approvals and/or permits from entities when such approvals and/or permits are necessary as determined by the Owner.
- K. Pay for costs associated with newspaper public notice for bid advertisement.
- L. Assist with property owner coordination for Right-of Entry, if necessary.
- M. Secure permanent and temporary construction easement (using documents prepared by Engineer) as required for construction of improvements described in Engineer's final design plans.
- N. Review the Application for Payment and supporting documentation submitted by the Contractor.

VI. Schedule

- A. Design Phase Services: 120 Calendar Days
- B. Bidding Phase Services: 45 Calendar Days
- C. Construction Phase Services: 60 Calendar Days

VII. Fee Schedule

A. See attached.

Accepted by:

Signature

Name

Date

**West Travis County PUA
The Park at Bee Cave Effluent Connection
Work Order #3**

FEE SUMMARY

Task Description	Total Labor Hours	Total Loaded Labor Cost
<u>SERVICES OF THE ENGINEER</u>		
A. DESIGN PHASE SERVICES	179	\$ 21,200.00
B. BID PHASE SERVICES	26	\$ 3,930.00
C. CONSTRUCTION PHASE SERVICES	48	\$ 6,710.00
SUB-TOTAL BASIC ENGINEERING SERVICES	253	\$ 31,840.00
<u>SPECIAL SERVICES</u>		
A. SURVEY	20	\$ 2,860.00
B. SUBSURFACE UTILITY ENGINEERING	17	\$ 2,360.00
C. GEOTECHNICAL ENGINEERING (ROCK ENGINEERING AND TESTING)	3	\$ 4,980.00
SUB-TOTAL SPECIAL SERVICES	40	\$ 10,200.00
TOTAL (BASIC & SPECIAL SERVICES)		
	293	\$ 42,040.00
<u>ADDITIONAL SERVICES</u>		
A. BOUNDARY SURVEY AND METES AND BOUNDS DESCRIPTIONS	15	\$ 1,930.00
SUB-TOTAL ADDITIONAL SERVICES	15	\$ 1,930.00
GRAND TOTAL (BASIC, SPECIAL & ADDITIONAL SERVICES)		
	308	\$ 43,970.00

**West Travis County PUA
The Park at Bee Cave Effluent Connection
Work Order #3**

Fee Schedule/Budget

Project Phase	Task Description	Principal	Sr. Project Manager	Project Engineer	EIT	Sr. Technician	RPLS	3 Man Field Crew	SUE Crew 2 Man	Total Labor Hours	Total Direct Labor Costs	Total Sub Cost	Total Cost by Phase
		\$200.00	\$190.00	\$130.00	\$95.00	\$90.00	\$120.00	\$150.00	\$150.00				
SERVICES OF THE ENGINEER													
A.	Design Services												\$ 21,200.00
A.1.a	60% Design Documents		12	16	16	20				64	\$ 7,680.00		
A.1.a	90% Design Documents	1	12	20	16	24				73	\$ 8,760.00		
A.1.a	Bid Documents		2	4	4	8				18	\$ 2,000.00		
A.2.	TxDOT Permitting		4	4	8	8				24	\$ 2,760.00		
B.	Bid Phase Services												\$ 3,930.00
B.1.	Pre-Bid Meeting		4		2					6	\$ 950.00		
B.2.	Address Bidder's Questions		2	2						4	\$ 640.00		
B.3.	Prepare and Issue Addenda		2	2	2	2				8	\$ 1,010.00		
B.4.	Bid Opening		2							2	\$ 380.00		
B.5.	Review Bidder Qualifications		2		2					4	\$ 570.00		
B.6.	Recommend Award of Contract		2							2	\$ 380.00		
C.	Construction Phase Services												\$ 6,710.00
C.1.	Pre-Construction Conference		2		2					4	\$ 570.00		
C.2.	Prepare Conformed Documents		2		2	2				6	\$ 750.00		
C.3.	Construction Progress Meeting (1)		2							2	\$ 380.00		
C.4.	Site Visit (1)		2							2	\$ 380.00		
C.5.	Respond to RFIs (2)		2	2						4	\$ 640.00		
C.6.	Prepare Change Orders (1)		2	2		2				6	\$ 820.00		
C.7.	Submittal Review (8)		2	4	8					14	\$ 1,660.00		
C.8.	Substantial Completion Walk Through		4							4	\$ 760.00		
C.9.	Prepare Record Drawings		2		2	2				6	\$ 750.00		
SPECIAL SERVICES													
A.	Surveying		2	2			6	10		20	\$ 2,860.00		\$ 10,200.00
B.	Subsurface Utility Engineering (SUE)		1		2	2			12	17	\$ 2,360.00		
C.	Geotechnical Engineering		1		2					3	\$ 380.00	\$ 4,600.00	
TOTAL													
										293	\$ 37,440.00	\$ 4,600.00	\$ 42,040.00
ADDITIONAL SERVICES													
A.	Boundary Survey & Metes and Bounds (2)			1		2	6	6		15	\$ 1,930.00		\$ 1,930.00
TOTAL ADDITIONAL SERVICES													
										15	\$ 1,930.00	\$ -	\$ 1,930.00

ITEM K

MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: June 12th, 2018
TO: **BOARD OF DIRECTORS – WTCPUA**
FROM: Dennis Lozano, P.E.
Bryce Canady, P.E.
RE: WTCPUA – Bohl’s Effluent Pond Floating Solar Array

MEC Project No.:11051.100

The purpose of this memorandum is to provide a summary of the preliminary feasibility assessment that was performed for the proposed installation of a floating solar array at the Bohl’s effluent pond. We are also seeking Board direction with regard to whether to proceed with further detailed feasibility and financial analysis at a cost of approximately \$15,000. If directed to proceed, MEC will negotiate a sub-consultant agreement with the solar partner and present a proposal to the Board for consideration at a future meeting.

SELECTION OF SOLAR PARTNER

MEC assessed six qualified solar companies, reviewed their previous projects, generated a short list of finalists, and proceeded to interview the three preferred commercial solar manufacturers. Upon completion of the interview process, MEC elected to move forward with the proposed feasibility analysis, consisting of a partnership between ABM and Freedom Solar. This decision was made due to both the team’s innovative approach and previous project experience with unconventional, large-scale, commercial solar projects. A site visit was held at the Bohl’s effluent pond to allow the solar design team gain familiarity and to discuss the general concepts this project should incorporate, allowing for an on-site constraints review and any questions or requests for additional information from the solar representatives. The representatives were asked to prepare a summary report providing life cycle and return on investment (ROI) analyses, and to provide an overall opinion of probable construction costs for the floating solar array.

INCENTIVES

MEC also requested that the representatives verify whether there are any potential state or federal government rebates or incentive programs available for incorporating solar energy systems into municipal or governmental projects. However, it was determined that there are no incentive programs of this type available at this time, owing to the WTCPUA’s status as a governmental entity. The local

energy provider, Austin Energy, does provide a rebate program that is a 10-year, performance-based incentive that is to be paid out over a 10-year period. A set amount (generally 30% of production) is paid out to the owner each month during the period in the form of a rebate. Consideration of the rebate will be included in the detailed financial analysis, if directed.

CAPACITY

MEC reviewed record drawings for the Bohl's Effluent Pond to determine the existing surface area for housing the solar panel array which is approximately 35,000 ft², and accounts for the fact that water levels in the pond can fluctuate drastically, restricting the footprint to the inner flat area at the bottom of the pond. Electricity bills for the past 12 months were assessed to determine the annual energy consumption at the Bohl's WWTP facility, which was found to be 833 MWh for the current operating phase. Based on the calculated consumption, ABM was able to perform preliminary design calculations, determining that the site will require approximately 1,600 solar panels installed over the available surface area on the pond. The combined network of panels is estimated to produce approximately 835,200 kWh of energy each year, meeting 100% of the current energy demand necessary to operate the Bohl's Wastewater Treatment Plant (WWTP). The Bohl's WWTP power feed would be a combination of both power supplied from the solar array and the Austin Energy grid. Austin Energy will supply the required power above what the solar array is capable of producing at any given time. It is envisioned that the full load of the WWTP would be carried by the solar array, but a more thorough analysis is needed in order to guarantee this. It should be noted that the additional energy demands due to future expansions of the Bohl's WWTP and construction of the Beneficial Water Recycling Facility are not included as part of this assessment.

PRELIMINARY ASSESSMENT - RETURN ON INVESTMENT & LIFE CYCLE

The preliminary analysis provided by ABM (Attachment 1) assumes there will be a 3% inflation rate over a 25-year period for energy rates, there is no marginal tax rate due to the WTCPUA's tax exemption status, and the average conventional energy price would be 12.4 ¢/kWh. The above assumptions combined generate an average monthly electricity bill of \$5,900. The total cost of electricity over 25 years at the Bohl's WWTP site would be approximately \$2.6M. Should the WTCPUA elect to install the floating solar array, the estimated initial investment would be approximately \$1.73M. This assumes a 25-year average energy price of 8.5 ¢/kWh, which is reflective of current solar power energy pricing. The methodology utilized in the preliminary assessment indicates that a total lifetime (25-year) savings of \$774,564 can be achieved if the solar array is installed. It is estimated that the WTCPUA will save approximately \$5,900 monthly with the solar installation and the initial investment will have paid for itself over a period of 18.9 years. The full ABM report with figures is included as Attachment 1. It is important to note that the numbers above are estimates and are based on standard installations which consist of non-floating solar panels that do not include self-cleaning functions, such as the system being proposed. The installation of a self-cleaning system would add roughly 33% to the initial investment of \$1.73M. The proposed floating panels do not require O&M costs to be set aside for the first 25 years as all maintenance specific to the panels is included in the warranty. The solar panel cleaning equipment for the automatic, self-cleaning feature would require a new set of motors every 15 years. ABM concluded the analysis by stating that a more thorough analysis can be achieved once a formal intent agreement and investment grade audit are completed.

RECOMMENDATION

Due to the variability in scope and pricing with the report supplied in Attachment 1, MEC requested that ABM provide a letter of intent (LOI) which would allow for a significantly more detailed approach for generating a feasibility analysis. The LOI is included in Attachment 2 and would serve as the starting point of negotiations should the Board direct MEC to pursue the project further. ABM details a four-step system to see the project from the initial assessment through completion of construction and operation. The four main tasks are outlined below:

1. Volatility Analysis and Floating Solar Array Design
2. Assessment which includes a Short- and Long-Term Capital Plan
3. Finalize Engineering, Finance Structure, Savings
4. Construction Contract and Implementation of Work

Should the Board desire to conduct the comprehensive feasibility and financial analysis, MEC will present for consideration at a future Board meeting a proposal to provide the detailed analysis, which MEC will support and direct in synchrony with design work currently underway for the Bohls site .

Attachment 1
Preliminary Analysis



FREEDOM
SOLAR POWER

West Travis County Public Utility Agency

12900 1/2 Bee Cave Pkwy

576.0 kW Solar Proposal

Prepared Nov 29, 2017



Top Residential Solar Installer in Texas for 2016

according to Green Tech Media. Thanks ya'll.

SUNPOWER®

Commercial Dealer

SUNPOWER®

Elite Dealer

The Freedom Solar Edge

Why Freedom Solar?

Proven Track Record

Breadth and experience across residential, commercial, and government sectors. Our installation team has over 30 years of solar installation experience and has completed over 25 megawatts of solar capacity to date. Since we do not subcontract any of our installations, Freedom Solar can maintain the highest level of quality and customer service to our clients.

Experienced Management Team

Our installation team is NABCEP certified. NABCEP is the premier technical certification for solar photovoltaic engineers and installers. These certifications, and the experience that comes with them, allow us to deliver a full suite of solar energy services to our clients. Freedom Solar is also a Licensed Electrical contractor.

Leading Solar Technology

The products we use are the very best mono- and polycrystalline silicon PV modules, thin-film amorphous silicon and photovoltaic laminate panels; ballasted and penetrating racking systems; and inverters.

Life-Time Warranty

Freedom Solar offers a limited warranty on all our installations. Our systems are engineered for reliability and rarely need service, given that there are no moving parts. In addition, ongoing monitoring is available to ensure the optimal production of the system.

Our Clients



Testimonials

"You and your team did a knockout install on my house. I heard you were good but it came out great. I sensed a local pride and caring going on and I really appreciate it."

-- Bill D., Austin Residential

"Investing in solar panels to supplement our store's energy needs is a decision that positively impacts the health of our planet, its peoples and its resources. Plus, we try to partner with local companies whenever possible, so Freedom Solar was a natural fit."

-- Whole Foods, Austin Commercial

"Freedom Solar is one of the best companies in Austin. The system they installed on my home is performing better than I expected and the savings I've been able to achieve are extraordinary. They will come and give you all the details of how you can benefit, the savings you can expect, etc. all without obligation or pressure. Furthermore, they show up on time and their installation crew is top of the line. I highly recommend them."

-- Patrick B., Austin Residential

Custom Solar Design

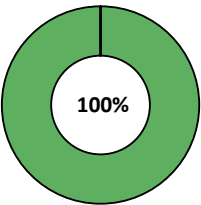
System Size
576,000 W-DC

Annual Production
835,200 kWh

Materials

1600	SunPower 360W Solar Modules
1	SMA String Inverter System
1	Racking System
1	Freedom eGauge Monitoring System
	NEC Compliant Electrical Equipment
	Miscellaneous Materials

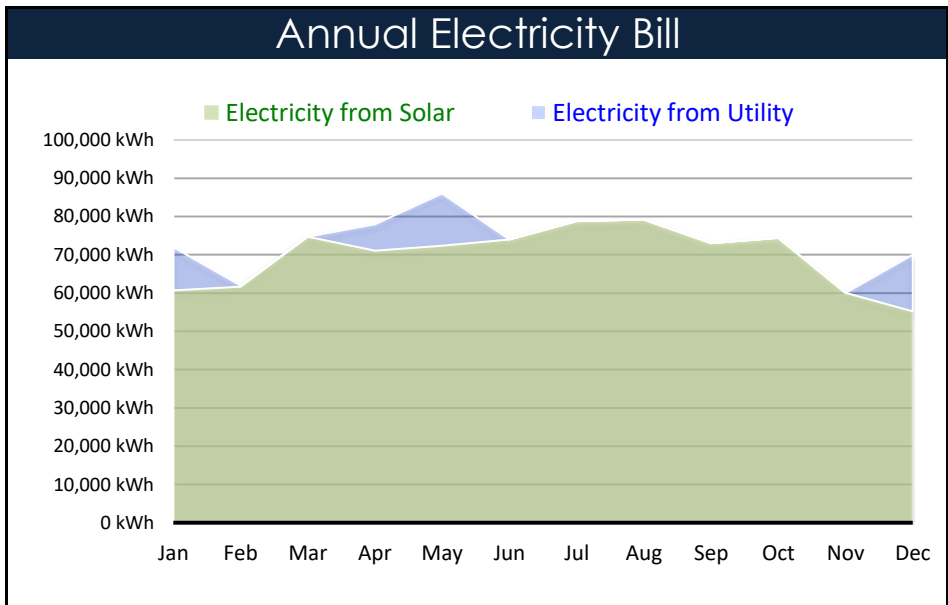
Stats



100%	Energy Needs Met by Solar
835,200 kWh	Year 1 Solar Production
20,265,443 kWh	Lifetime Solar Production
\$70,992	Year 1 Energy Savings
\$2,502,564	Lifetime Energy Savings

Performance Estimate

Timing	Consumption	Solar Production	Contribution
January	72,000 kWh	60,679 kWh	84.3%
February	62,000 kWh	61,688 kWh	99.5%
March	72,000 kWh	74,697 kWh	103.7%
April	78,000 kWh	71,060 kWh	91.1%
May	86,000 kWh	72,370 kWh	84.2%
June	58,000 kWh	73,972 kWh	127.5%
July	78,000 kWh	78,800 kWh	101.0%
August	69,000 kWh	79,174 kWh	114.7%
September	64,000 kWh	73,054 kWh	114.1%
October	65,000 kWh	74,387 kWh	114.4%
November	59,000 kWh	60,085 kWh	101.8%
December	70,000 kWh	55,232 kWh	78.9%
Year	833,000 kWh	835,200 kWh	100.3%



Solar Options

Cost of Doing Nothing	
Utility Price	
Energy Price (25Y Avg)	12.4 ¢/kWh
Energy Price (Yr1)	8.5 ¢/kWh
Monthly Utility Bill	\$5,900
Lifetime Costs	(\$2,581,498)

Benefit of Going Solar	
Freedom Solar Cash Price	
Energy Price (25Y Avg)	8.5 ¢/kWh
Initial Investment	\$1,728,000
Adjusted Utility Bill	(\$16)
Monthly Avg Savings	\$5,916
Lifetime Savings	\$774,564

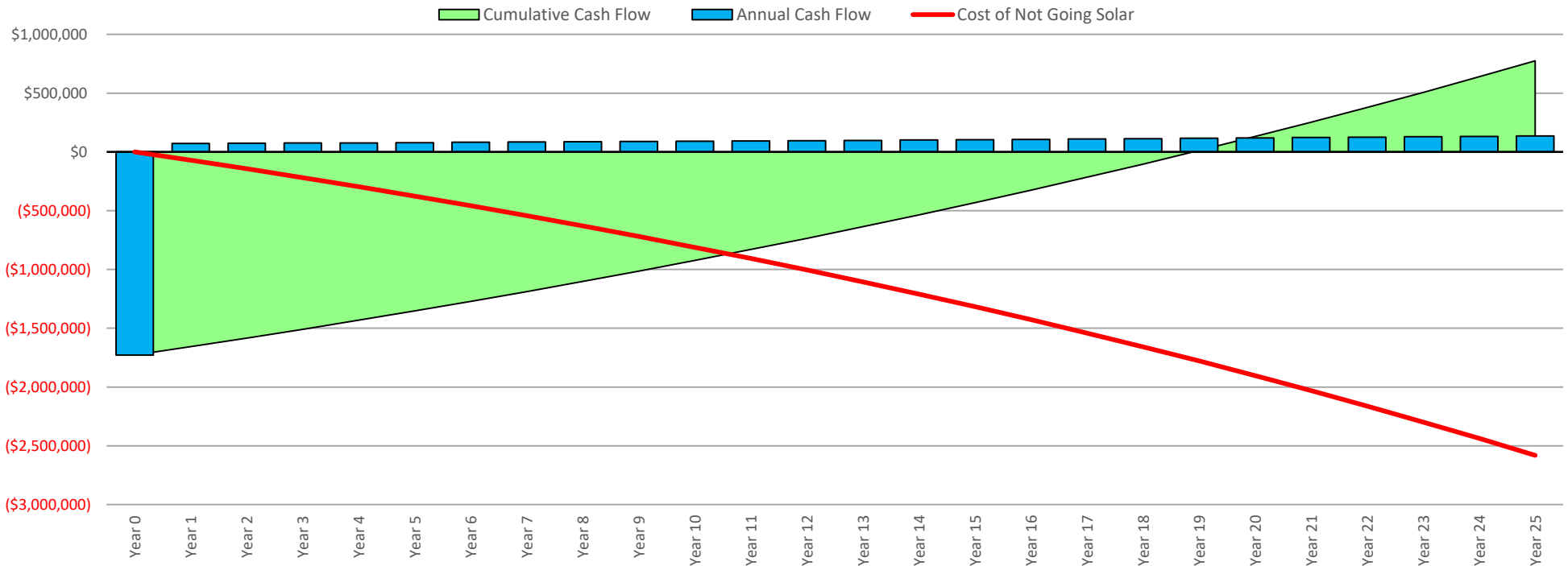
Assumptions
<i>3.0% utility rate inflation</i>
<i>0.0% marginal tax rate</i>
<i>8.5 ¢/kWh in year 1</i>



Cash Purchase - Summary

System Cost	
Total Cost	\$1,728,000
Out of Pocket Cost	\$1,728,000
Adjusted Total	\$1,728,000

Financial Benefits	
Savings Over 25 Years	\$774,564
Payback	18.9 Years
Freedom Solar Energy Price (25Y Avg)	8.53 ¢/kWh
Avoided Utility Energy Price (25Y Avg)	12.40 ¢/kWh



Cash Purchase - Detailed Analysis

Year	System Cost	Federal Tax Credit	Energy Savings	Cash Flow	Cumulative Cash Flow
0	(\$1,728,000)			(\$1,728,000)	(\$1,728,000)
1		\$0	\$70,992	\$70,992	(\$1,657,008)
2			\$72,939	\$72,939	(\$1,584,069)
3			\$74,939	\$74,939	(\$1,509,130)
4			\$76,995	\$76,995	(\$1,432,135)
5			\$79,106	\$79,106	(\$1,353,029)
6			\$81,276	\$81,276	(\$1,271,754)
7			\$83,505	\$83,505	(\$1,188,249)
8			\$85,795	\$85,795	(\$1,102,454)
9			\$88,148	\$88,148	(\$1,014,307)
10			\$90,565	\$90,565	(\$923,742)
11			\$93,049	\$93,049	(\$830,693)
12			\$95,601	\$95,601	(\$735,092)
13			\$98,222	\$98,222	(\$636,870)
14			\$100,916	\$100,916	(\$535,954)
15			\$103,684	\$103,684	(\$432,270)
16			\$106,527	\$106,527	(\$325,742)
17			\$109,449	\$109,449	(\$216,293)
18			\$112,451	\$112,451	(\$103,843)
19			\$115,535	\$115,535	\$11,692
20			\$118,703	\$118,703	\$130,395
21			\$121,958	\$121,958	\$252,353
22			\$125,303	\$125,303	\$377,656
23			\$128,740	\$128,740	\$506,396
24			\$132,270	\$132,270	\$638,666
25			\$135,898	\$135,898	\$774,564

Tax Incentives: While Freedom Solar has provided you information on federal tax incentives, Freedom Solar advises you to seek information from your accountant or tax attorney as to the specific impact these credits may have on your tax return and your ability to monetize them.

Energy Solutions Overview

ABM Bundled Energy Solutions

ABM maintains some of the Nation’s most prestigious **ENERGY STAR** and **LEED** certified buildings throughout the United States. From this experience, we developed the blueprint for driving energy efficiency and sustainable best practices to achieve your green building vision.



Our Bundled Energy Solutions program delivers industry-specific services in the commercial, government, education, healthcare, and industrial markets. We aim to improve energy efficiency and the comfort, health, and safety of your facilities and their occupants. Many ABM clients have relied on us to maximize energy efficiency and lower annual operating costs. For over 30 years, our experienced team has helped our clients fund critical improvements to their facilities by generating the capital through their existing operating budget. Our expertise in energy and financial solutions provides you with the ability to modernize and optimize your facilities’ infrastructure without impacting capital budget.

Energy innovations, like our Bundled Energy Solutions (BES) program, guarantee energy savings ranging from 15% to 40% from existing spend.

We have helped our clients improve their facility sustainability goals through:



Energy Efficiency Programs



Chemical Use Programs



Recycling & Waste Management



Utility Monitoring, Rate Analysis, Commissioning Reports & Test Results



EPA Energy Star Benchmarking



Training Programs to Change Utility Consumption Habits

Proven Energy Solutions:

- HVAC Technologies
- EV Charging Stations
- Water Efficiency Upgrades
- Central Plant Upgrades
- Energy Management Systems
- CHW System Upgrades
- Lighting Solutions
- Geothermal
- HW System Upgrades
- Electrical Upgrades
- Co-Gen Plants
- Energy Procurement
- Wind Solar

<<ClientName>> will benefit from integrating ABM’s energy and sustainability services into this contract by:

- Combining operational excellence with retrofit and replacement solutions to optimize all energy consumption opportunities.
- Driving end-to-end accountability and ensuring consumption reduction guaranties by maintaining responsibility for the operation and maintenance of energy projects over the life of the investment.

LEED Certification

ABM is committed to preserving the natural environment by reducing the negative impact of operations on the environment. We encourage the LEED accreditation of employees and actively promote sustainable building programs among our clients. While we tailor our operations to meet the needs and objectives of each individual client, we also pursue:



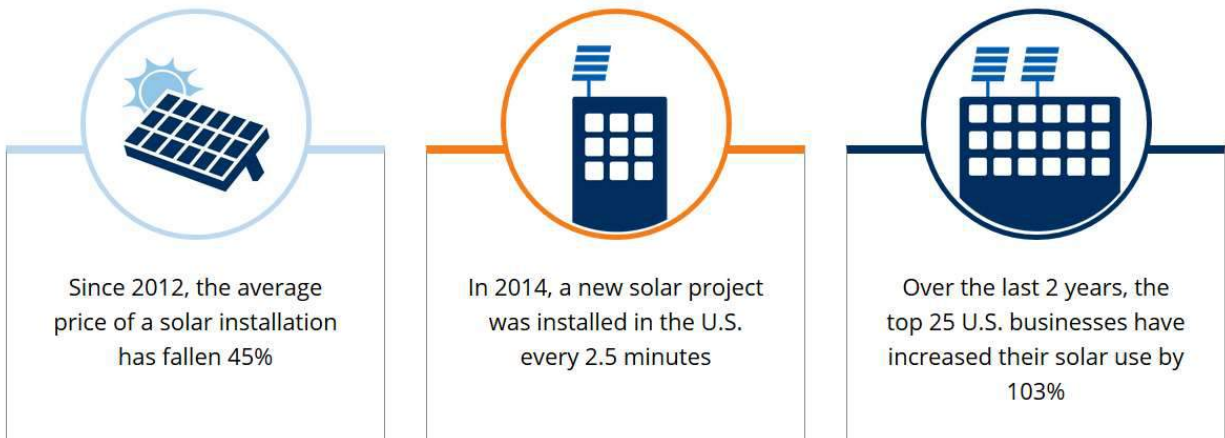
- LEED professional accreditation with representatives of our engineering, project management, and operations staff.
- LEED accreditation of the buildings we manage on behalf of clients.

We are an active member of the U.S. Green Building Council (USGBC), which is the world-renowned accreditation organization for LEED certification. As member of the USGBC, ABM manages a wide variety of energy conservation and environmental initiatives across the country, including the following within the designated LEED categories:



Solar Power

In today's challenging business environment, many organizations are looking for ways to become more financially competitive. With the cost of solar installations rapidly declining, and the number of government and utility incentives increasing, solar has undergone a radical evolution from a feel good environmental story to a source for businesses to gain a financial advantage over their competitors.



While many organizations want to reap the benefits of adopting a solar program, sometimes the challenges associated with financing solar projects prevent them from doing so. ABM enables facilities to receive the financial and environmental benefits of adopting a solar power solution, without having to assume the risks associated with the design, installation, financing and management of these systems.

Solar: A Bright Idea

- Reduced and/or fixed energy costs
- Insulation from energy market price volatility
- Reduced demand on the energy grid
- Reduced carbon footprint and reliance on fossil fuels

ABM offers turnkey self-performed solar solutions, including development, design, financing, construction, asset management, and operations & maintenance. Additionally, our experts continuously monitor solar policy state-by-state, partnering with our clients to identify the most cost-effective opportunities for development on an ongoing basis.

Solar EPC Experience

ABM has acted as the Engineering, Procurement & Construction (EPC) contractor on 7 ground-mount solar projects totaling more than \$14M of construction over the last 3 years. Our scope of work includes design, construction, commissioning, operations, maintenance and repairs. ABM has delivered every project to date on budget with every project exceeding guaranteed performance requirements by a significant margin. ABM provides periodic reports on all projects as required per the terms of the individual contract. ABM's design and workmanship on every project has exceeded customer expectations resulting in zero claims against ABM. We encourage <<ClientName>> to reach out to the references listed below for confirmation

PSL Baltimore

Project location (city, state)	Glen Arm, MD (Baltimore Metro Area)
Project Description (in MW)	1.2MW fixed-tilt ground mount array
Project investment	\$2,200,000
Project Guarantee	ABM guarantees minimum annual production based on P90 projections. There have been no issues related to the guarantee.
ABM Scope of Work	ABM was the prime contractor: ABM designed, constructed, interconnected and commissioned the project on-time and on-budget. Post commissioning, ABM operated, monitored and performed preventative and corrective maintenance the plant for a period of two years.
Date the project was placed in operation	November 2013
Project Owner POC:	Name: Saritha Peruri (Sol Systems) Phone: (202) 748-8184 Email: Saritha.peruri@solsystemscountry.com



Cornell University Phase 1

Project location (city, state)	Ithaca, NY
Project Description (in MW)	2MW fixed-tilt ground mount array
Project investment	\$3,780,000
Project Guarantee	ABM guarantees minimum annual production based on P90 projections. There have been no issues related to the guarantee.
ABM Scope of Work	ABM was the prime contractor: ABM designed, constructed, interconnected and commissioned the project on-time and on-budget. Post commissioning, ABM operates, monitors and provides preventative and corrective maintenance on the plant.
Date the project was placed in operation	October 2014
Project Owner POC:	Name: Andrea Braccialarghe (Building Energy) Phone: (202) 550-1383 Email: a.braccialarghe@buildingenergy.it

Cornell University Phase 2

Project location (city, state)	Geneva, NY
Project Description (in MW)	2.8MW fixed-tilt ground mount array
Project investment	\$5,004,000
Project Guarantee	ABM guarantees minimum annual production based on P90 projections. There have been no issues related to the guarantee.
ABM Scope of Work	ABM was the prime contractor: ABM designed, constructed, interconnected and commissioned the project on-time and on-budget. Post commissioning, ABM operates, monitors and provides preventative and corrective maintenance on the plant.
Date the project was placed in operation	April 2015
Project Owner POC:	Name: Andrea Braccialarghe (Building Energy) Phone: (202) 550-1383 Email: a.braccialarghe@buildingenergy.it

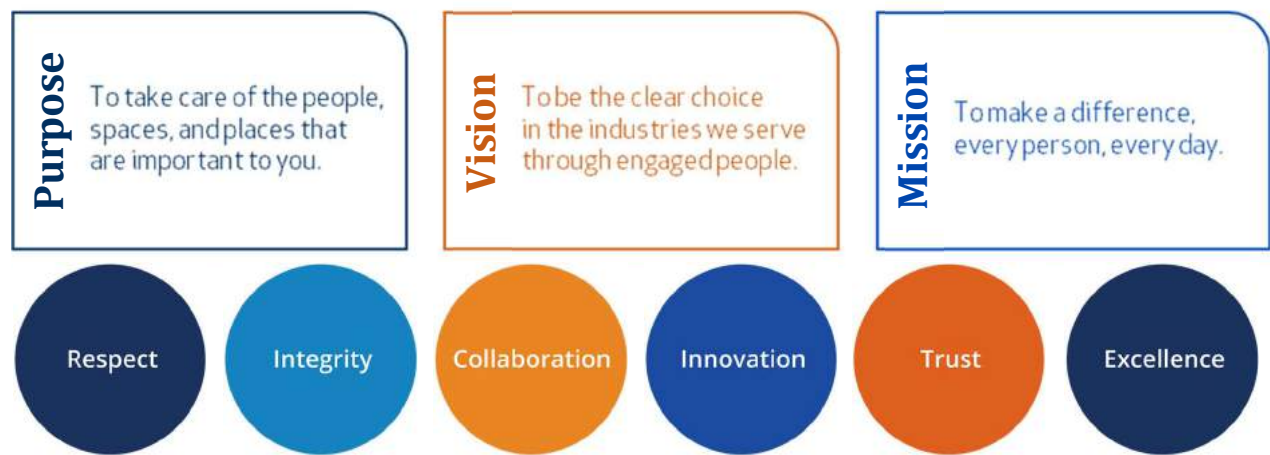
NETA Certified High-Voltage Contractor / Power Generation Commissioning

In addition to our work as a solar EPC, ABM also performs an extensive amount of power generation work with our NETA certified high-voltage technician staff. A significant portion of that work is done on electrical spot systems and is detailed below. Our electrical team has completed commissioning on hundreds of power generation projects over the last 30 years. In total our electrical technicians have worked on a total of 250MW of power generation projects. We currently manage and maintain over 11+ Million square feet of critical electric distribution systems.

ABM Industries Incorporated

A Trusted Facilities Provider

Electrical & lighting, energy solutions, facilities engineering, HVAC & mechanical, janitorial, landscape & turf, mission critical solutions, and parking – ABM Industries (NYSE: ABM) provides these comprehensive, custom facility solutions in urban, suburban, and rural areas to properties of all sizes through stand-alone or integrated solutions. With revenues of approximately \$5.1 billion, we have become a leading provider of facility solutions since being founded in San Francisco, CA in 1909. Now headquartered in New York City, ABM operates through our subsidiaries, confident in the expertise of over 130,000 employees in 350+ offices across the United States and various international locations.



Over ABM's 100+ year history, we have developed an outstanding reputation in the marketplace. Our brand continues to stand for excellence as we strive to find new ways of Building Value for our clients. Over the past year, ABM launched our 2020 Vision -- a bold initiative that transformed our business from a company organized by service lines to a company organized by industry, aligning us more closely with our clients and allowing us to continue to be a highly-valued partner.

We recently restructured ABM into eight different Industry Groups. In addition to our ABM UK unit, these include:



We have established a consistent and reliable operational platform with three goals in mind – increase service quality, improve onsite management and service effectiveness, and impact how we respond to specific requirements in our clients' facilities. This allows us to better understand our clients and deliver facility solutions unique to their industry challenges, goals, and opportunities.



ABM Technical Solutions

ABM Technical Solutions, a division of ABM Industries Inc., provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC & Mechanical, Electrical & Lighting, Electrical Power & Mission Critical, and Bundled Energy Solutions.



We provide Comprehensive Facility Services to over 20,000 building systems nationally. The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner's long-term (life-cycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate your facility.

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.



Technical Solutions Capabilities



HVAC & Mechanical

- Professional Engineering Support Services
- Programs Management
- Upgrades for Energy Consumption
- Direct Digital Controls
- Sheet Metal Service In-House
- Plumbing and Piping Services
- Process Piping
- Testing and Balancing - Air and Water
- Commissioning - System Start-Ups
- Tenant Space Build Out
- Mechanical Systems Fabrication & Installation
- Energy Management
- Mechanical Design-Build Construction
- Building Automation
- Performance Contracting
- Remote Alarm Monitoring
- C.F.C. Refrigerant Changeovers
- Indoor Air Quality Programs
- Building Operation and Maintenance
- Mechanical Systems Maintenance
- Facilities Management
- Chiller Services



Electrical & Lighting

- Electrical Troubleshooting/Repair
- Thermal Imaging
- Interior Lighting Maintenance
- Exterior Lighting Maintenance
- Electrical Service Upgrades
- Landscape Lighting
- Group Relamping
- Ultrasonic Pole Inspection
- Emergency/Exit Lighting
- Traditional and Digital (LED) Sign Repair
- Fixture (LED) and Pole Upgrade/Replacement
- Energy/Rebate Program Administration
- Electrical & Lighting Design/Engineering
- Turnkey Electric Vehicle Charging Stations



Electrical Power

- NFPA 70E Compliance Programs
- Acceptance Testing & Commissioning
- Engineering Services
- Reliability and Acceptance Testing & Maintenance
- Arc Flash Protection Programs
- Power Quality Solutions
- Life Extension, Modernization & Overhaul Services and Solutions
- Customized Training Programs
- Maintenance and solutions of electrical distribution systems from 480 volts to high voltage
- Start-Up and Commissioning
- Acceptance Testing
- Electrical Maintenance Programs
- EV charger installation & services
- Mission Critical and 24/7 Facility Service



Attachment 2
LOI

Attachments



DESIGN-BUILD, ALTERNATIVE FUNDING PROGRAM – LETTER OF INTENT

THIS AGREEMENT is made and entered into between the project developer **ABM Building Solutions, LLC** (hereinafter referred to as “ABM”) and West Travis County Public Utility Agency (hereinafter referred to as “CLIENT”) on this 24th day of April 2018.

WHEREAS, West Travis County Public Utility Agency has selected and is contracting with ABM Building Solutions (ABM) to provide an alternative program for creation of capital funds through Design-Build Facility Renovation Services and Guaranteed Savings as described herein.

NOW, THEREFORE, the parties agree as follows:

ABM will provide all construction services required to modernize portions of the buildings identified in step 2 and provide a funding strategy that allows the program to be paid from guaranteed savings from the Clients operating budget and other funding sources to be identified.

The parties agree to the following process:

Step 1: Capital Volatility Analysis on Mechanical Equipment and Feasibility Study of a Floating Solar Array

Step 2: Selection and Prioritization of Equipment

Step 3: Final Engineering, Finance Structure, and Fund Methodology

Step 4: Project Implementation

STEP 1 – ABM will develop a capital volatility analysis on the facility mechanical assets. The analysis will include a capital volatility index rating for each mechanical asset. Ratings below 25% useful life will be recommended for replacement. ABM will design a floating solar array, to allow power generation at the facility.

After approval by the Board, ABM will be authorized to proceed to Step 2

STEP 2 - The purpose of the assessment will assist in facilitating a short and long-term capital plan, so that West Travis County Public Utility Agency’s Board can provide input for the selection and prioritization of mechanical scope and/or solar scope to include in the alternative funding program. At such time the scope will be selected for Step 3.

STEP 3 – Upon written authorization, ABM will finalize the Detailed Engineering, finance structure, and savings associated with implementing the project. This engagement has been duly authorized by the CLIENT based on the terms described herein and with the specific requirement that ABM’s program does not exceed a 22-year financing term in order to receive any consideration by the CLIENT.

ABM’s Obligation for the Detailed Engineering Analysis;

- A technical evaluation of the CLIENT’s mechanical assets identified in Step 2.
- A review of the CLIENT’s financial position and debt affordability levels



DESIGN-BUILD, ALTERNATIVE FUNDING PROGRAM – LETTER OF INTENT

- Technical description of the mechanical and solar scope proposed by ABM
- Calculated financial impact to CLIENT for implementing the project
- Firm pricing for installation of the mechanical and solar scope
- Recommended financial structure for the amortization of the capital expense
- Project construction schedule
- Calculation of the savings
- The financial model will include;
 - All viable financial structures
 - All funding strategies (i.e. State, energy, operations, etc.)
 - Utility rebates & grants (if applicable)
 - Annual cash flow model (savings – expenses)
 - Performance Services
 - Utility Savings
 - Operational and Maintenance Savings
- The Detailed Engineering will serve as the mechanism to determine the merits of moving to **STEP 4**.

CLIENT OBLIGATIONS – CLIENT will gather all financial and facility information needed to prepare the Detailed Engineering as requested by ABM. Additionally, the CLIENT’s staff and ABM will be available to assist with site access and all financial discussions.

COMPENSATION FOR STEP 3– ABM will present the Detailed Engineering and Funding analysis approximately **90** days after the execution of this agreement for the consideration of the CLIENT. A fee of approximately \$10,000 will be assessed and included in the overall financial proforma for Step 1, 2, & 3 if ABM meets the performance criteria described herein and the West Travis County Public Utility Agency implements the project.

1. If ABM’s Detailed Engineering and Financial analysis creates the means to achieve all facility and technology upgrades within a 22-year term and the CLIENT agrees to enter into a contract with ABM, the fee will become part of the financed cost of the project.
2. If ABM’s Detailed Engineering analysis creates the means to achieve the objectives described herein but the CLIENT decides not to enter into this project with ABM. The CLIENT will be invoiced for the fee. As a result, the CLIENT will not enter into an agreement with another firm for a similar project for 12 months. All data from the analysis will remain with ABM.

STEP 4 –Upon written authorization and executed contracts ABM will begin implementing the scope of work described within the construction contract.

ABM’s obligations in Step 4 shall include the following:



DESIGN-BUILD, ALTERNATIVE FUNDING PROGRAM – LETTER OF INTENT

- Mobilize for project management, order materials, and secure permits associated with the implementation of the project.
- Assist in securing project financing
- Issue purchase orders to finalize any third-party engineering associated with the systems as necessary.
- Issues purchase orders to any subcontractors.
- Invoice the CLIENT, per the schedule of values, for the agreed upon construction costs identified in the project.

The signatures below indicate mutual acceptance of this Letter of Intent and its terms and conditions. We look forward to providing the value of our services to your organization

Program Acknowledgement & Approval

Agreed and Accepted

Agreed and Accepted

This ____ day of _____, 2016

This ____ day of _____, 2016

**West Travis County Public
Utility Agency**

ABM Building Solutions, LLC

By: _____

By: _____

Dan Dowell

Its: _____
Title

Its: _____
SVP ABM

THIS PILOT FOR THE ALTERNATIVE FUNDING AND CAPITAL VOLATILITY ANALYSIS MUST BE APPROVED BY 6/01/2018.

UPON COMPLETION OF THIS PILOT, AND AS A COURTESY TO THE UTILITY, THIS PILOT MAY BE EXTENDED FOR AN ADDITIONAL PHASE TO ADDRESS FUNDING FOR ECONOMIC DEVELOPMENT AND CAPITAL PLANNING FOR THE UTILITY.

ITEM L

FY 2019 BUDGET & RATE PLANNING CALENDAR

JUNE 21, 2018
Board Meeting - Impact Fee Study and CIP Review: <ol style="list-style-type: none"> 1 Receive Board direction on CIP. 2 Review Impact Fee calculation methodology. 3 Consider revised Impact Fee Fund policy.
JULY 9 - 13, 2018
FY19 Budget Work Session with Finance Committee: <ol style="list-style-type: none"> 1 Review of historical expenses. 2 Review of staff proposals for budget adjustments. 3 Review potential impact to customer rates as a result of proposed budget adjustments. 4 Receive Finance Committee direction.
JULY 20, 2018
Draft budget provided to wholesale customers (must be 60 days prior to Board consideration).
AUGUST 16, 2018
Draft budgets presented to Board for General Operating Fund, Facilities Fund, Rate Stabilization Fund, Debt Service Fund, Impact Fee Fund and Capital Projects Fund.
Public Hearing on Land Use Assumptions, CIP, and Impact Fees.
Board to consider approval of Final Impact Fee Study, Impact Fees, and revised Impact Fee Fund policy.
SEPTEMBER 20, 2018
Board to consider adoption of final budgets.
Board to consider authorizing staff to pursue issuance of bonds for final LCRA installment payment (approx \$15M) and capital projects.
Review retail and wholesale rate calculation methodology.
OCTOBER 1, 2018
FY19 budgets become effective.
OCTOBER 18, 2018
Draft rates provided to wholesale customers (must be 60 days prior to Board consideration).
Call Public Hearing for Board consideration of rate changes for December 20, 2018.
NOVEMBER 15, 2018
Publish Public Hearing Notice on Board consideration of rate changes.
Notice of revised rates to be sent to wholesale customers (must be 30 days prior to effective date).
DECEMBER 20, 2018
Public Hearing on rate changes.
Board to consider adoption of retail and wholesale rates.
JANUARY 1, 2019
New retail and wholesale rates become effective.
JANUARY 17, 2019
Board to consider approval of budget amendment due to new rates, if necessary.
MARCH 21, 2019
Board to consider authorizing the sale and delivery of bonds for final LCRA installment payment (approx \$15M) and capital projects.
APRIL 15-MAY 1, 2019
Bond proceeds are received and final equity payment made to LCRA.

ITEM M

WTCPUA - Existing and Projected Water LUE Summary 2018-2027

RETAIL CUSTOMERS

WORKING DRAFT

System	Description	Demography Planning		2018-2027		
		Unit	Connections	Existing LUEs*	Projected Growth	Total LUEs
	Heritage Country, Big Country	18.3	93	93	50	143
	Sunset Canyon	19.3	370	386	1	387
	Townes	19.4	9	38	101	139
	Key Ranch, Saratoga Hills	20.1	78	105	85	190
	Heritage Oaks, Ledge Stone, Oak Run West, Polo Club	20.2	494	548	113	660
	Hays Country Acres & Creek	33.2	1	1	3	4
	Sunset Canyon S.	35.1	126	133	24	157
	Meadow Creek Ranch, Dripping Springs Ranch II	35.2	12	18	2	20
	SW of Sawyer Ranch and US290 to Sunset Canyon	36	221	279	44	323
	Signal Hill	38	97	100	67	167
	Bear Creek Oaks, Echo Bluff, Hills of Texas	39	270	276	79	355
	Friendship Ranch, Whispering Oaks, Wildwood, Parten	40	2	1	203	204
	Highpointe	41	799	826	306	1132
	E. of Sawyer Highpointe to Darden Hill	42	10	10	0	10
	Onion Creek Ranch, Creek of Driftwood	43.1	77	77	5	82
	Woodland Estates	43.2	7	7	51	58
	Driftwood	43.3	2	2	454	456
	Green Hills	44	17	17	1	18
	Rim Rock	45	573	574	13	586
	Fox Run, Barsana	46.1	5	12	0	12
	S. of FM1826 Barsana to Bear Creek Pass	47.1	14	14	4	18
	Bear Creek Estates	47.3	23	23	0	23
	N. of Fitzhugh to the county line	113	15	15	11	26
	Oak Run, S. of Fitzhugh to Blackstone	114	17	21	52	73
	NW of Circle Dr.	116	8	8	0	8
	US290 South of Circle Dr., Tanglewood W., Hillside	117	185	203	1	204
	Rimrock Tr., Spring Valley, Ledgestone Terrace, Derecho	118	228	260	87	347
	Appaloosa Run, Zyle Rd.	119	139	143	4	147
	Overlook at Lewis Mountain	120	2	2	0	2
	Rutherford West	122	27	28	117	145
SH71	Senna Hills	102	2	4	2	6
	Seven Oaks	103	231	357	37	394
	N. Crystal Creek Dr.	104	5	18	0	18
	S. Crystal Creek Drive	106	2	2	0	2
	Angelwylde	107	11	11	10	20
	N. of Hamilton Pool Madrone Ranch to Creeks Edge	3D.2	213	223	511	734
	Destiny Hills	3D.3	1	1	13	14
	Bella Colinas	3D.4	4	4	0	4
	Bee Cave West, Travis County,	3D.5	43	83	197	280
	W. of Crumley HPR to county line, Rocky Creek	3E.1	374	390	233	623
	Homestead, Meadowfox, LTYA	3G.1	181	176	8	184
	Spanish Oaks, Shops at the Galleria	3H.1	632	1234	1174	2408
	Uplands, HEB	4A.1	218	414	28	442
	The Preserve at Barton Creek	4A.2	46	46	1	47
	Lake Pointe	5A	1075	1151	156	1307
	Cielo	5B	1	1	106	107
	Hill Country Galleria & Surrounding	5C	42	174	11	185
	Falconhead	8A	598	721	101	822
Ladera, Morningside, Skaggs	8F	387	618	547	1165	
			TOTAL	9,843	5,012	14,855
			SH71 System	5625	3,135	8,759
			US290 System	4218	1,877	6,095

* - Calculation of LUEs is based on meter size. Meters with zero consumption were not counted.

WHOLESALE CUSTOMERS

System	Customer	Jan 2017-Dec 2017	Standardized Water	
		Average Usage (gpd)	LUEs ²	Projected LUEs
US290	City of Dripping Springs	0	0	4,362
	City of Dripping Springs - Headwaters	76,485	170	1,400
	Dripping Springs WSC	648,844	1,442	4,775
	Hays 1	429,674	955	1,200
	Hays 2	356,460	792	1,146
	Reunion Ranch WCID	175,326	390	524
SH71	Barton Creek West	301,233	669	669
	Crystal Mountain	36,068	80	80
	Deer Creek	170,638	379	667 ²
	Eanes ISD	15,649	35	58
	Lazy Nine MUD	283,564	630	2,400
	Lake Travis ISD	5,003	11	22
	Senna Hills	200,781	446	485
	TC MUD 12	385,236	856	2,125
TC MUD 18	47,000	104	623	
TOTAL		3,131,961	6,960	20,536

0 - LUEs based on Water Resources Management spreadsheet "wholesale reservations"

dated 4/5/12

1 - Using 450 gpd/LUE

2- Contract states 310 built out LUEs, max 400 gpm consumption

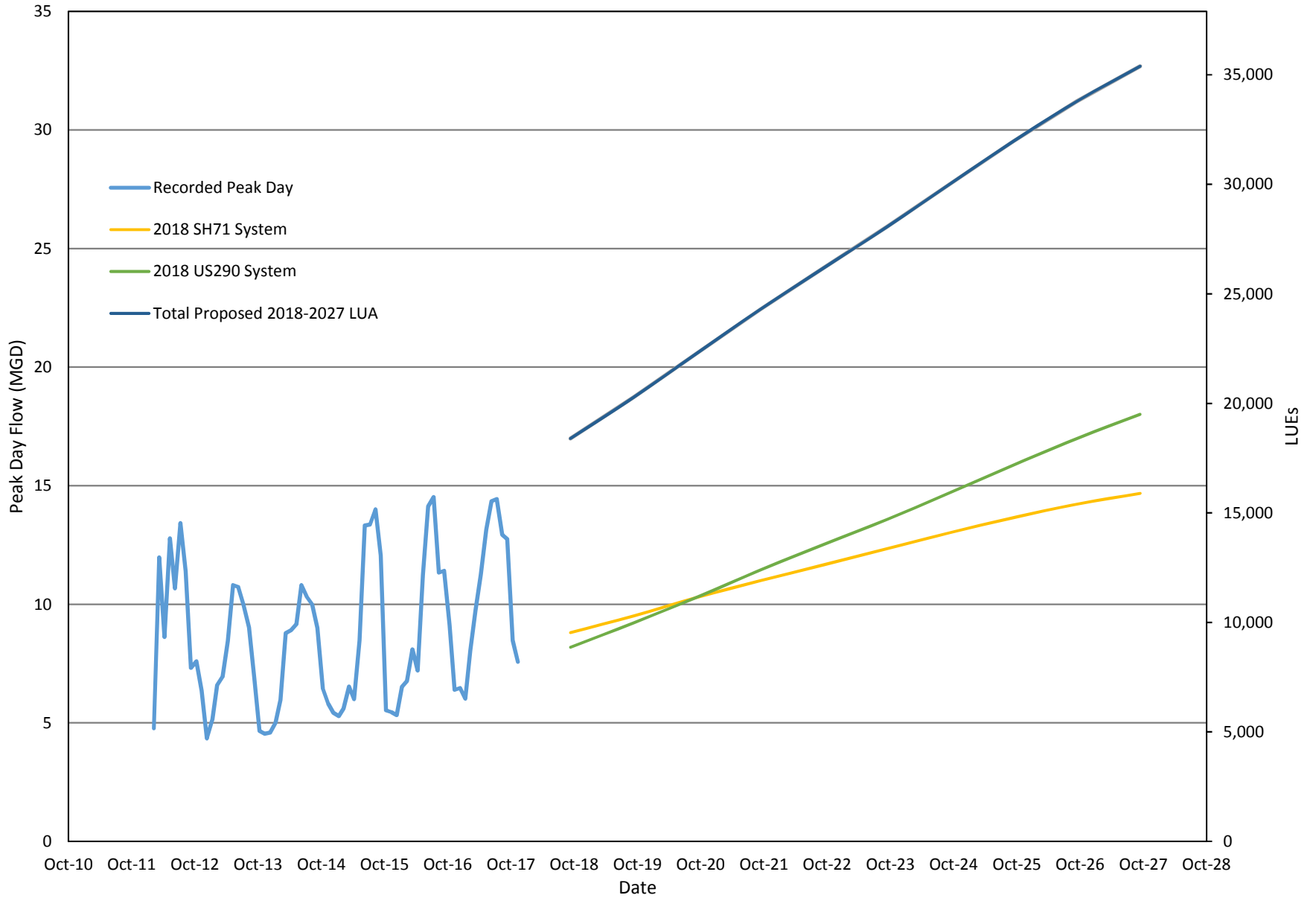
SH71 System	3,211	7,130
US290 System	3,748	13,407

SH71 System	8,836	15,889
US290 System	7,966	19,502
GRAND TOTAL	16,802	35,391

Table 1: Water Land Use Assumptions Tabulation

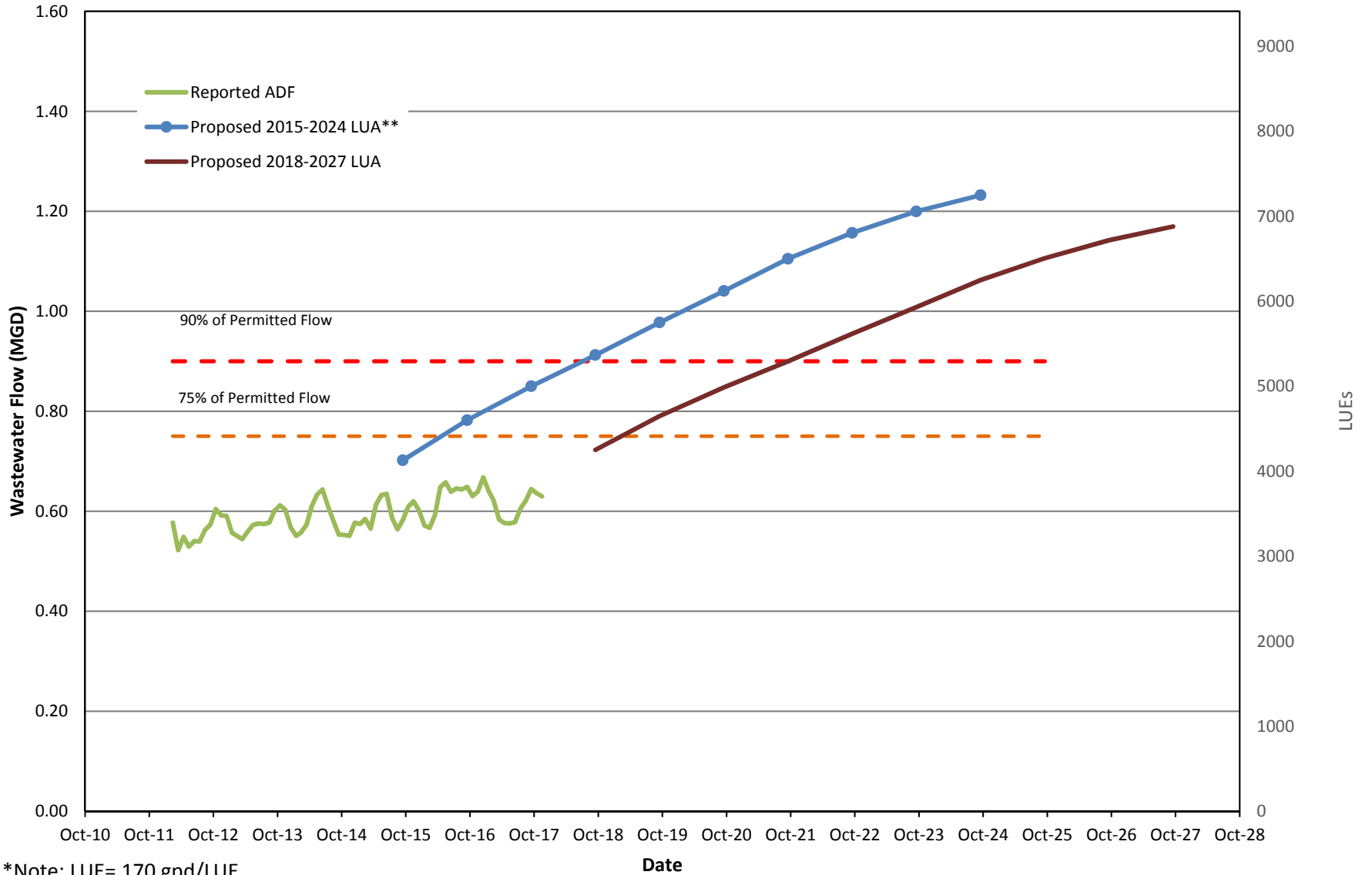
Impact Fee Planning Period Year	GROWTH									TOTAL LUEs		
	Residential		Commercial		Wholesale		TOTAL			SH71	US290	TOTAL
	SH71	US290	SH71	US290	SH71	US290	SH71	US290	TOTAL			
Oct-18	345	127	75	40	279	731	699	898	1,596	8,836	7,966	16,802
Oct-19	299	124	75	40	391	953	765	1118	1,883	9,535	8,864	18,399
Oct-20	245	135	75	40	527	998	846	1173	2,019	10,300	9,982	20,282
Oct-21	204	118	75	40	478	1082	756	1240	1,996	11,146	11,155	22,301
Oct-22	216	100	75	40	438	1023	728	1163	1,891	11,902	12,394	24,296
Oct-23	235	156	75	40	422	944	732	1139	1,871	12,630	13,557	26,187
Oct-24	256	188	75	40	412	1003	742	1231	1,973	13,362	14,697	28,059
Oct-25	217	184	75	40	387	1038	679	1262	1,940	14,104	15,928	30,031
Oct-26	195	165	75	40	350	998	619	1203	1,822	14,782	17,189	31,972
Oct-27	177	180	75	40	236	889	488	1109	1,597	15,402	18,392	33,794
Subtotals	2,389	1,477	746	400	3,919	9,658	7,054	11,535	18,589			
TOTALS	3,867		1,145		13,577							

WTCPUA 2018 LUA Comparison - Water



Impact Fee Planning Period Year	GROWTH				TOTAL LUEs	180 Flow	170 Flow
	Retail		Wholesale	Total			
	Residential	Commercial					
					3,786		
2018	330	84	52	466	4,252	0.77	0.72
2019	256	84	58	397	4,649	0.84	0.79
2020	189	84	65	337	4,986	0.90	0.85
2021	160	84	65	309	5,295	0.95	0.90
2022	174	84	65	323	5,618	1.01	0.95
2023	173	84	56	312	5,930	1.07	1.01
2024	185	84	52	320	6,250	1.12	1.06
2025	126	84	47	257	6,506	1.17	1.11
2026	92	84	36	212	6,718	1.21	1.14
2027	63	84	14	161	6,879	1.24	1.17
Subtotal	1,748	836	510	3,093			
TOTAL	2,584						

WTCPUA-Wastewater LUA Summary 2018



*Note: LUE= 170 gpd/LUE

**Proposed 2015-2024 LUA can not be compared with LUE Axis

WATER

2018 Impact Fee Study

System	LUEs	Total Capital Allocated to Growth			Unit Cost	Combined*
		Existing	Proposed	Total		
System-Wide	12,300	\$ 13,320,150	\$ 17,626,000	\$ 30,946,150	\$ 2,515.95	
US290	5,162	\$ 8,151,605	\$ 13,110,333	\$ 21,261,938	\$ 4,119.33	\$ 6,635.28
SH71	7,139	\$ 5,935,255	\$ 3,837,704	\$ 18,668,902	\$ 2,615.24	\$ 5,131.19

* - unadjusted maximum allowable

2014 Impact Fee Study

System	LUEs	Total Capital Allocated to Growth			Unit Cost	Combined*
		Existing	Proposed	Total		
System-Wide	11,576	\$ 16,477,497	\$ 12,709,000	\$ 29,186,497	\$ 2,521.29	
US290	4,438	\$ 8,362,402	\$ 10,306,500	\$ 18,668,902	\$ 4,206.60	\$ 6,727.90
SH71	7,138	\$ 5,586,093	\$ 5,510,500	\$ 18,668,902	\$ 2,615.42	\$ 5,136.72

* - unadjusted maximum allowable

WASTEWATER

2018 Impact Fee Study

System	LUEs	Total Capital Allocated to Growth			Unit Cost
		Existing	Proposed	Total	
System-Wide	3,093	\$ 16,949,847	\$ 5,351,333	\$ 22,301,180	\$ 7,210.21

* - unadjusted maximum allowable

2014 Impact Fee Study

System	LUEs	Total Capital Allocated to Growth			Unit Cost
		Existing	Proposed	Total	
System-Wide	3,528	\$ 19,528,909	\$ 6,979,500	\$ 26,508,409	\$ 7,513.72

* - unadjusted maximum allowable

WTCPUA Capital Improvements Program - Water								
Existing Projects								
Project	Actual Project Cost	Capacity (MGD or LUEs)	Current Capacity Used (MGD or LUEs)	Capacity Used 2018-2027 (MGD or LUEs)	Allocation for Current Capacity	Allocation for 2018-2027	Cost Allocation - Current	Cost Allocation - Growth
System-wide								
Uplands WTP Chem Building	\$ 2,141,458	20	14.52	5.48	73%	27%	\$ 1,554,698.51	\$ 586,759
Uplands WTP	\$ 40,249,533	20	14.52	5.48	73%	27%	\$ 29,221,161	\$ 11,028,372
Uplands Raw Water Intake Expansion	\$ 416,305	20	14.52	5.48	73%	27%	\$ 302,237	\$ 114,068
High Service Pump Station 8MGD-14MGD	\$ 4,034,066	20	14.52	5.48	73%	27%	\$ 2,928,732	\$ 1,105,334
Uplands Clearwell No. 2	\$ 997,229	20	14.52	5.48	73%	27%	\$ 723,988.25	\$ 273,241
Groundwater Feasibility Study	\$ 40,000	n/a	n/a	n/a	0%	100%	\$ -	\$ 40,000
Raw Water Line & WTP Expansion PER	\$ 172,376	n/a	n/a	n/a	0%	100%	\$ -	\$ 172,376
	<u>\$ 48,050,967</u>						<u>\$ 34,730,817</u>	<u>\$ 13,320,150</u>
SH71 System								
Lazy 9 SW 71 Transmission Main	\$ 3,090,461	20	14.52	5.48	73%	27%	\$ 2,243,675	\$ 846,786
SH71 EST (1.0 Mgal)	\$ 2,161,741	3000	1150	1850	38%	62%	\$ 828,667	\$ 1,333,073
West Bee Cave PS Upgrade (Phase I)	\$ 124,990	750	550	200	73%	27%	\$ 91,659	\$ 33,331
Transmission Main from Uplands Plant to Bee Cave								
Pump Station	\$ 1,556,779	20	14.52	5.48	73%	27%	\$ 1,130,222	\$ 426,557
Crystal Mountain EST	\$ 1,917,518	20	14.52	5.48	73%	27%	\$ 1,392,118	\$ 525,400
Senna Hills Bypass Line	\$ 559,677	20	14.52	5.48	73%	27%	\$ 406,326	\$ 153,351
HPR 1280 Pump Station Water Line	\$ 330,552	20	14.52	5.48	73%	27%	\$ 239,981	\$ 90,571
HPR Water Line	\$ 6,624,510	20	14.52	5.48	73%	27%	\$ 4,809,394	\$ 1,815,116
Home Depot Pump Station	\$ 392,792	20	14.52	5.48	73%	27%	\$ 285,167	\$ 107,625
Home Depot Ground Storage Tank	\$ 147,043	20	14.52	5.48	73%	27%	\$ 106,753	\$ 40,290
Bee Cave Ground Storage Tank, Pump Station & Piping (off Cuernevaca)								
	\$ 699,851	20	14.52	5.48	73%	27%	\$ 508,092	\$ 191,759
SH71 System Modelling	\$ 100,000	n/a	n/a	n/a	0%	100%	\$ -	\$ 100,000
Bee Cave Waterline to Cuernevaca	\$ 990,492	20	14.52	5.48	73%	27%	\$ 719,097	\$ 271,395
	<u>\$ 18,696,406</u>						<u>\$ 12,761,151</u>	<u>\$ 5,935,255</u>
US290 System								
County Line Pump Station Upgrade	\$ 1,684,429	20	14.52	5.48	73%	27%	\$ 1,222,895	\$ 461,534
290 Pipeline								
24" SWPPS to County Line	\$ 12,841,593	20	14.52	5.48	73%	27%	\$ 9,322,996.52	\$ 3,518,596
20" County Line to 1420 EST	\$ 3,411,212	20	14.52	5.48	73%	27%	\$ 2,476,539.91	\$ 934,672
SH71 20" Transmission Main	\$ 5,100,000	20	14.52	5.48	73%	27%	\$ 3,702,600.00	\$ 1,397,400
20" Main Uplands to SWPPS Easements	\$ 506,714	20	14.52	5.48	73%	27%	\$ 367,874.36	\$ 138,840
1420 EST	\$ 2,197,353	20	14.52	5.48	73%	27%	\$ 1,595,278.28	\$ 602,075
Sawyer Ranch Road Ph 1 20"	\$ 1,183,948	20	14.52	5.48	73%	27%	\$ 859,546.25	\$ 324,402
Sawyer Ranch Road Ph 1 (Darden Hill)	\$ 1,293,619	20	14.52	5.48	73%	27%	\$ 939,167.39	\$ 354,452
SWPPS Upgrade to 5,900 gpm	\$ 241,202	20	14.52	5.48	73%	27%	\$ 175,112.96	\$ 66,089
US290 System Modelling	\$ 77,748	n/a	n/a	n/a	0%	100%	\$ -	\$ 77,748
1826 Phase IV 16" Water Line	\$ 1,006,560	20	14.52	5.48	73%	27%	\$ 730,762.56	\$ 275,797
	<u>\$ 29,544,378</u>						<u>\$ 21,392,774</u>	<u>\$ 8,151,605</u>

WTCPUA Capital Improvements Program - Water					
Proposed Projects					
Project	Planning Horizon Project Costs	Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	Cost Allocation - Growth
System-wide (12,300 LUEs added)					
Impact Fee Study	\$ 80,000	2020	n/a	100%	\$ 80,000
System Hydraulic Modelling	\$ 175,000	2019	n/a	100%	\$ 175,000
Uplands WTP Expansion	\$ 13,500,000	2022	5 MGD	100%	\$ 13,500,000
Raw Water Pump Station Expansion (Phase I)	\$ 1,132,000	2018	3 MGD	100%	\$ 1,132,000
Raw Water Pump Station Expansion (Phase II)	\$ 1,650,000	2025	7 MGD	30%	\$ 495,000
Raw Water Transmission Main No. 2	\$ 4,400,000	2018	10 MGD	51%	\$ 2,244,000
	\$ 20,937,000				\$ 17,626,000
SH71 System (7,139 LUEs added)					
HPR Conversion and Upgrade to 1,500 gpm	\$ 275,000	2019	375 LUEs	375 LUEs	\$ 275,000
West Bee Cave PS Upgrade (Phases II & III)	\$ 1,220,000	2019	2,500 LUEs	2,500 LUEs	\$ 1,220,000
Home Depot Pump Station Expansion & Conversion					\$ -
1080 Bee Cave Transmission Main	\$ 4,900,000	2019	5,229 LUEs	2500 LUEs	\$ 2,342,704.15
	\$ 6,395,000				\$ 3,837,704
US290 System (5,162 LUEs added)					
SWPPS Upgrade (Phase I)	\$ 600,000	2019	1,500 LUEs	1,500 LUEs	\$ 600,000
SWPPS Upgrade (Phase II)	\$ 1,200,000	2023	2,500 LUEs	2,500 LUEs	\$ 1,200,000
Circle Drive Pump Station	\$ 3,960,000	2022	3,000 LUEs	3,000 LUEs	\$ 3,960,000
1240 Conversion Water Line	\$ 1,400,000	2019	2,700 LUEs	1,800 LUEs	\$ 933,333
1340 EST, Pump Station Upgrade & WL	\$ 6,500,000	2018	3,000 LUEs	2,500 LUEs	\$ 5,417,000
RM1826 Phase V 16"		2028			
Heritage Oaks Loop Line		2027			
1420 Pump Station Upgrade	\$ 1,000,000	2023	1,950 gpm	1,950 gpm	\$ 1,000,000
	\$ 14,660,000				\$ 13,110,333
TOTALS	\$ 41,992,000				\$ 34,574,037

WTCPUA Capital Improvements Program - Wastewater									
Existing Projects									
Project	Actual Project Cost	Capacity (MGD)	Current Capacity Used (MGD)	Capacity Used 2018-2027 (MGD)	Allocation for Current Capacity	Allocation for 2018-2027	Cost Allocation - Current	Cost Allocation - Growth	
Lake Pointe WWTP	\$ 15,317,630	0.675	0.410	0.265	61%	39%	\$ 9,304,042	\$ 6,013,588	
Bee Cave Regional System	\$ 8,499,620	1.0	0.612	0.388	61%	39%	\$ 5,201,767	\$ 3,297,853	
Spillman Effluent Irrigation System	\$ 530,458	1.0	0.612	0.388	61%	39%	\$ 324,640	\$ 205,818	
CCNG Lift Station	\$ 141,970	1.0	0.612	0.388	61%	39%	\$ 86,886	\$ 55,084	
RM 620 WW Line	\$ 1,262,030	1.0	0.612	0.388	61%	39%	\$ 772,362	\$ 489,668	
SH71 WW Line	\$ 998,809	1.0	0.612	0.388	61%	39%	\$ 611,271	\$ 387,538	
Bohls Effluent Pond and Lift Station	\$ 3,816,591	0.325	0.201	0.325	62%	38%	\$ 2,360,415	\$ 1,456,176	
Bohls WWTP	\$ 5,328,313	0.325	0.201	0.325	62%	38%	\$ 3,295,357	\$ 2,032,956	
Bohls WWTP Regional Lift Station/FM	\$ 1,509,555	0.325	0.201	0.325	62%	38%	\$ 933,602	\$ 575,953	
Little Barton Creek Interceptor	\$ 2,750,000	0.267	0.038	0.267	14%	86%	\$ 388,733	\$ 2,361,267	
Wastewater Master Planning	\$ 73,946	0.500	0	0.500	0%	100%	\$ -	\$ 73,946	
TOTALS	\$ 40,228,922						\$ 23,279,075	\$ 16,949,847	

WTCPUA Capital Improvements Program - Wastewater
Proposed Projects

Project	Project Costs	Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	Cost Allocation - Growth
3,528 LUEs Added					
Impact Fee Update	\$ 50,000	2022	n/a	n/a	\$ 50,000
Master Planning & Permitting	\$ 175,000	2020	0.5	100%	\$ 175,000
Future WWTP Expansion	\$ 3,650,000	2019	0.5 MGD	32%	\$ 1,168,000
Effluent Disposal Development	\$ 5,500,000	2019	0.375 MGD	61%	\$ 3,373,333
Bohls Service Area Expansion Lift Station & Force Main	\$ 780,000	2026	500 LUEs	75%	\$ 585,000
TOTALS	\$ 10,155,000				\$ 5,351,333

West Travis County PUA

Impact Fee Study

Overview of Fee Development

June 21, 2018

Nelisa Heddin Consulting, LLC
(512) 589-1028
nheddin@nelisaheddinconsulting.com



Impact Fees

“A charge or assessment imposed by a municipality on new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development”



Methodology

- Step 1: Development of Land Use Assumptions
- Step 2: Determination of Capital Improvements Necessary for LUA
- Step 3: Allocation of CIP to Growth
- Step 4: Calculation of Maximum Impact Fee
- Step 5: Adoption of Impact Fee



Land Use Assumptions

- Identifies Existing Conditions
- Estimate Anticipated Growth in 10 Years



Capital Improvement Plan

- Includes Existing Improvements with Capacity to Serve Future Growth
- Identifies Future Improvements Necessary to Serve Future Growth
- Assigns Cost (Actual Historical or Future Projected) for Each Improvement



Allocation of Costs

- Costs of Existing and Future Facilities are Allocated into Three Categories:
 - Existing Development
 - Development in 10-Year Study Period
 - Development Beyond 10-Years



Calculation of Impact Fee

- Includes Actual and Projected Costs to Serve Development in 10-Year Study Period
- May Include Interest Expense IF Impact Fees are Used to Pay for Debt
- Includes a Calculation of a Credit for Ad Valorem Tax/Rate Revenues to Be Applied Against the Fee



Adoption of Impact Fee

- The Board Can Adopt an Impact Fee of any Amount, up to the Calculated Fee less the Ad Valorem Tax Credit
- Costs Not Captured by Impact Fees are Included in Rates





**West Travis County Public Utility Agency
Memorandum**

TO: Board of Directors

FROM: Robert W. Pugh, General Manager
Jennifer Smith, Controller

CC:

SUBJECT: Impact Fee Fund Policy

DATE: June 21, 2018

Pursuant to Texas Local Government Code (TLGC) § 395.024(c), which provides that “Impact Fee funds may be spent only for the purposes for which the Impact Fee was imposed as shown by the capital improvements plan and as authorized by this chapter,” we are recommending a revision to the purposes and uses of Impact Fee Funds as part of the updated 2018 Impact Fee Study.

For past Impact Fee Studies, Impact Fee Funds have only been used to pay principal and interest on bonds sold for Board authorized Capital Improvement Plan (CIP) growth projects. To provide for increased financial flexibility and rate stability to WTCPUA (PUA) customers, staff is recommending the following policy be adopted for the 2018 Impact Fee Fund Study:

Existing Impact Fee Funds and future Impact Fees collected by the PUA may be used for the following purposes:

1. Pay principal and interest on bond debt for Board approved Capital Improvement Plan (CIP) growth projects. Principal and interest payments may also be made from the General Operating Fund as authorized by the Board of Directors.
2. Cash fund up to \$10M a year in CIP growth projects.
3. Early retirement of bond debt secured to fund CIP growth projects.
4. A \$15M minimum balance shall be maintained in the Impact Fee Fund.

Board of Directors
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June 21, 2018

Thank you for your consideration.