

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

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency ("WTCPUA") will hold its regular meeting at 1:00 p.m. on Thursday, September 17, 2020 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas **with limited attendance and via conference call** in accordance with the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration.

**In person attendance will be limited to 30 chairs. Face masks will be required pursuant to Travis County Order 2020-16. Temperature checks may be required upon entering the meeting room. In lieu of attending the meeting in person, members of the public may listen to and participate in the meeting via conference call. To participate in the meeting, please dial toll-free 877-309-2073, and enter access code 354-665-165 when prompted.**

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

**All speakers must send a written request to [jriechers@wtcpua.org](mailto:jriechers@wtcpua.org) 2 hours in advance of the meeting (September 17th by 11:00 A.M.) If you wish to speak during the meeting, please provide your **name, phone number, and the agenda item(s) you wish to comment on.****

Members of the public who wish to submit their written comments on a listed agenda item can submit their comments by emailing [jriechers@wtcpua.org](mailto:jriechers@wtcpua.org). Comments must be received by 11:00 A.M. on September 17, 2020.

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

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

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

**I. CALL TO ORDER**

**II. ESTABLISH QUORUM**

**III. PUBLIC COMMENT**

**IV. CONSENT AGENDA (J. Riechers)**

- A. Approve minutes of August 20, 2020 regular Board Meeting.**
- B. Approve payment of invoices.**
- C. Approve Contractor Pay Requests including:**
  - 1. Cash Construction Company, Inc., Pay Application No. 10, \$95,049.00, Raw Water Line No. 2 CIP Project**
  - 2. DN Tanks, Pay Application No. 1, \$131,549.07, Southwest Parkway GST 1**
- D. Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:**
  - 1. Bee Cave Self Storage**
- E. Consider Service Availability Letter (SAL) for:**
  - 1. Cueva 71, 185 Water and 160 Wastewater LUEs, Hwy. 71 System as amended to include irrigation.**
- F. Consider Non-Standard Service Agreements (NSSA) for:**
  - 1. Cueva 71, 185 Water and 160 Wastewater LUEs, Hwy. 71 System as amended to include irrigation.**
- G. Approve annual review of the Investment Policy.**
- H. Approve edits to the Memorandum of Understanding with City of Bee Cave for Condemnation Authority.**
- I. Approve total reimbursable costs for Highpointe Phase 1, Section 3B in the amount of \$210,991 plus interest as determined by the Agreed Upon Procedures Report of Reimbursable Costs prepared by Maxwell, Locke & Ritter.**
- J. Approve Consent to Assignment for Sawyer Ranch Lot 1 from 290 Sawyer Ranch DS, LLC to Falconhead Offices, LLC**
- K. Approve Reclaimed Water Use Agreement between the WTCPUA and CCNG Golf, LLC.**

## **V. OLD BUSINESS**

**A. Discuss, consider and take action regarding pending litigation, settlement offers, and agreement for settlement of litigation, relating to the following: (S. Albright/D. Klein):**

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

**B. Discuss, consider and take action on SER request from Masonwood Development for Provence, Phase 2 on Hamilton Pool Road, 1,137 Water LUEs. .**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*

## **VI. NEW BUSINESS**

- A. Discuss, consider and take action on proposal from Headwaters MUD for amendment to wholesale water contract (J. Riechers).**
- B. Discuss, consider and take action on reinstatement of late fees and disconnects (J. Riechers).**
- C. Discuss, consider and take action on Pretreatment Surcharge program (J. Riechers).**
- D. Discuss, consider and take action on FY 2021 budget (J. Smith).**  
*(This item may be taken into Executive Session under personnel matters exception).*

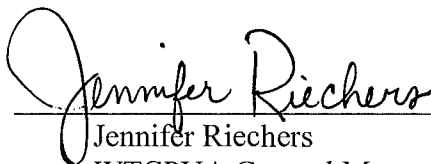
- E. Discuss, consider and take action on award of bid for Lift Station #9 Rehab project (D. Lozano).**
- F. Discuss, consider and take action on Letter of Intent from Lakeway MUD related to TC MUD 12 wholesale contract.**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- G. Discuss, consider and take action on a request from Murfee Engineering Company to amend the budget for the Sawyer Ranch 1340 Conversion Water Line CIP Project (D. Lozano).**
- H. Discuss, consider and take action on a request from Murfee Engineering Company to amend the budget for the Bohls WWTP Expansion CIP Project (D. Lozano).**
- I. Discuss, consider and take action on a proposal from Murfee Engineering Company to provide engineering services for the Uplands Water Treatment Plant Expansion CIP Project (D. Lozano).**

## **VII. STAFF REPORTS**

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

## **VIII. ADJOURNMENT**

Dated: September 11, 2020

  
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 Jennifer Riechers  
 WTCPUA General Manager

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 The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071



– Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

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

## **IV. CONSENT AGENDA**

## ITEM A

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

August 20, 2020

**The August 20, 2020 Board of Directors meeting was held remotely via conference call in accordance with the Governor's March 16, 2020 proclamation suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. No physical meeting space was made available. The public was provided a toll-free number to call in and participate in the meeting.**

**Present (via remote access):**

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

**Staff and Consultants:**

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

**I. CALL TO ORDER**

Director Roberts called the meeting to order at 1:00 p.m.

**II. ESTABLISH QUORUM**

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

**III. ELECTION OF OFFICERS**

Director Roberts stated that the Board would consider the election of officers, as all seats have been appointed. J. Creveling stated he would be willing to service as Vice President.

**MOTION:** A motion was made by Director Roberts to approve the existing officer slate consisting of Scott Roberts as President, Walt Smith at Secretary, Jason Bethke as Director, Clint Garza as Director, and elect Jack Creveling as Vice President. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

#### **IV. PUBLIC COMMENT**

No public comment on non-agenda items were presented.

#### **V. CONSENT AGENDA**

- A. Approve minutes of July 15, 2020 regular Board Meeting and July 30, 2020 Budget Workshop.**
- B. Approve payment of invoices.**
- C. Approve Contractor Pay Requests including:**
  - 1. Cash Construction Company, Inc., Pay Application No. 9, \$1,312,478.10 Raw Water Line No. 2 CIP Project**
- D. Approve Utility Conveyance Agreements to convey facilities to WTCPUA from the following:**
  - 1. Seven Oaks Office Park**
- E. Consider Service Extension Requests (SER) for:**
  - 1. Cueva 71, 160 Water and Wastewater LUEs, Hwy. 71 System.**
- F. Consider Non-Standard Service Agreements (NSSA) for:**
  - 1. Cueva 71, 160 Water and Wastewater LUEs, Hwy. 71 System.**

Director Roberts flagged that the Cueva 71 item relates to Gravity Wastewater Service only.

**MOTION:** A motion was made by Director Roberts to approve the Consent Agenda items A-F, provided as **Exhibits A-F**. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

## **VI. OLD BUSINESS**

At 2:19 p.m., Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items V. A, B, C, D, E and Item VII. A. Director Creveling abstained from participation in executive session regarding Item VI.E.

At 3:12 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

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

1. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654.*
2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*
4. *Masonwood HP, Ltd v. West Travis County Public Utility Agency, in the 345<sup>th</sup> Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002238.*
5. *Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200<sup>th</sup> Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.*

This item was discussed in executive session. Director Roberts directed staff to proceed as discussed in executive session.

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

This item was discussed in executive session.

Sam Morrow addressed the Board as the former HOA Board President of Rocky Creek on behalf of residents. He stated that this developer signed a contract with provisions including the number of homes (approximately 700 homes) and impervious cover at 20%. He stated that the developer is on track to exceed this impervious cover and not in compliance with the service contract. The developer is now asking for additional homes to be built, and the original request for 1,800 homes



was originally denied. He stated that traffic is a concern, although this is not an issue related to water service. However, water quality is an issue and this development will negatively impact water quality, and such a development could negatively impact rates. He stated that both Rocky Creek and Belvedere adhered to their impervious cover requirements, and abided by their agreement. He asked that the PUA enforce its existing contract and deny the additional request, as this will set a precedent for future development.

Jim Koerner next addressed the Board as a long-time PUA customer and on behalf of HPRM. He stated that existing ratepayers in HPRM have been opposed to this development, and asked that the SER be denied. He stated that Provence is in breach of the contract as well as their certification with TCEQ, and that excess impervious cover is due to added sidewalks. The Halff report shows exceedance of 20% and at a minimum a new OEM certification needs to be submitted to TCEQ. Existing ratepayers and HPRM are asking that the contract be enforced and the SER be denied.

Blake Reschke addressed the Board as a Board member on Rocky Creek HOA. He stated that he had recently received information that there is a violation of the agreement relating to impervious cover, and he is concerned that the developers have not required the builders to abide by impervious cover. He stated that Rocky Creek followed 15% impervious cover. He stated this sets a dangerous precedence and the system can't handle additional capacity. He stated that improper development affects the creek system.

Peter Golde next addressed the Board as a retail customer of the PUA and as an active member of HPRM. He stated that there is no obligation to serve Provence and there is limited treatment capacity for the system. He stated the WTCPUA should be thinking long term and allocating and prioritizing water service based on commitments from their 2014 demographic study. The PUA should be focusing on the projected future demand from development within the PUAs CCN and LCRA's legacy commitments. Then only after the ability to serve these demands should the Board consider other SERs.

Israel Zuela, former Rocky Creek Board member, next addressed the Board. He stated that the developments on HPR had impervious coverage restrictions that they adhered to, and it is concerning that a developer is going to impact all residents in the surrounding neighborhoods.

Mr. Bill McLean addressed the Board on behalf of Masonwood HP. He stated that he provided a presentation to Ms. Riechers, provided as **Exhibit G**, to provide on the screen. He asked that the Board authorize staff to complete the engineering analysis already paid for by the Developer, and make sure that staff is aware that the developer is willing to fund infrastructure to serve Phase 2. Also, Masonwood HP is open to the alternative of wholesale service, detailed in a June 6, 2018 letter, where no infrastructure would be required – only the amount of water that is already being delivered. Mr. McLean stated that Masonwood HP is willing to consider conditions set by the PUA. He also addressed the Halff report, stating that the inspections are not in compliance with the NSSA or the PUA's policies. He followed that the exhibits to the NSSA and to the policies look nothing like the Halff letter, which is a post-construction of homes analysis that is not mentioned anywhere in the rules or the NSSA. To date, Provence is the only subdivision subject to the analysis and is inconsistent with the policies and the NSSA.

Director Roberts stated to add a future agenda item discussing the PUA's policies on impervious cover.

**C. Discuss, consider and take action on SER request from Hamilton Retail Center on Hamilton Pool Road, 8 Water LUEs.**

This item was discussed in executive session.

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

This item was discussed in executive session.

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

This item was discussed in executive session. Director Creveling abstained from participation and voting on this matter.

Director Roberts instructed staff to negotiate a contract as discussed in executive session.

Ms. Riechers read public comment provided as Exhibit H from Don Walden.

**VII. NEW BUSINESS**

**A. Discuss, consider and take action on proposal from Headwaters MUD for amendment to wholesale water contract.**

This item was discussed in executive session.

Jesse Malone, engineer for Headwaters MUD, addressed the Board. He stated that this item is a continuation of an item originally presented by Pix Howell. He stated that the Board had directed a detailed approach to address expansion of the treated effluent system in the MUD. He stated that they are requesting authorization to work with PUA staff to explore amendments to the wholesale agreement to move irrigation within the MUD to irrigate with effluent versus potable water.

**B. Discuss, consider and take action on reinstatement of late fees and disconnects.**

Ms. Riechers stated that the moratorium on late fees and disconnects was last addressed in March with direction to provide an update to the Board to re-address in August. She asked when and if the Board would like to reinstate late fees and disconnects. Her recommendation is to wait until at least September 30, but bills would be accumulating during this time period and it would be more difficult for payments to be made by customers as time went on.

Director Bethke asked about the financial impact of such a moratorium, and Ms. Riechers confirmed that the current impact is \$40,000 from late fees. Ms. Riechers stated that bad debt will

be increased in the future if payments can't be made. In response to a question from Director Roberts, Ms. Riechers stated that she recommended reinstating late fees and disconnects after consideration at the September 17 Board meeting.

**MOTION:** A motion was made by Director Roberts to postpone taking action on the reinstatement of late fees and disconnects to the September 17, 2020 Board meeting. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**C. Discuss, consider and take action on Pretreatment Surcharge program.**

Ms. Riechers stated that this is similar to the matter relating to the suspension of late fees and disconnects, and that her opinion is that the Pretreatment Surcharge should not be currently reinstated as restaurants are still operating at limited capacity.

Director Bethke asked about financial impact of continuing the suspension of this surcharge, to which Ms. Smith said it's approximately \$60,000.00.

**MOTION:** A motion was made by Director Roberts to postpone taking action on the pretreatment surcharge program to the September 17, 2020 Board meeting. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

**D. Discuss, consider and take action on Order amending WTCPUA's Wholesale Water and Wastewater Rates.**

Ms. Riechers presented this item, provided as **Exhibit I**. She stated that the rate study and wholesale contracts incorporated annual increases of minimum billed amounts for certain customers that were still in development.

**MOTION:** A motion was made by Director Roberts to approve the Order amending WTCPUA's Wholesale Water and Wastewater rates, provided as **Exhibit I**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**E. Discuss, consider and take action on WTCPUA Organizational Chart.**

Ms. Smith provided this item, presented as **Exhibit J**. She stated that there is one change with the addition of a customer service position that is included in the budget.

Director Bethke discussed how engineering and legal both report directly to Board. He mentioned having those two roles report to General Manager as the Board continues to stabilize the Agency.

**MOTION:** A motion was made by Director Roberts to approve the WTCPUA Organizational Chart, provided as **Exhibit J**. The motion was seconded by Director Smith.

The vote was taken with the following result:

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

**F. Discuss, consider and take action on FY 2021 budget.**

Ms. Smith presented on this item, provided as **Exhibit K**. She detailed changes to the budget since the budget workshop. Ms. Smith stated they have included requests for \$25,000.00 to get a program for safety training started with operation staff. Ms. Smith stated they have also included items for crane inspections. Ms. Smith stated that she has finalized their payroll with the General Manager, and the result was an overall 4.9% recommended increase to payroll over the year. She stated that following the additional items, the anticipated budget surplus is \$2,100,000.00.

Director Creveling stated that it is fortunate for the Board members to sit on the Board when the PUA is on such good financial footing.

Director Garza added that he appreciated the efforts and that the position the PUA is in to suspend late fees and disconnections is because of the positive financial situation of the PUA.

Ms. Smith stated that she anticipated no further changes to the budget except those that may be made by the Board.

Director Roberts stated that staff is doing a wonderful job and that the PUA is in a great financial position.

**G. Discuss, consider and take action on review of WTCPUA Administrative and Financial policies.**

Ms. Smith presented this item, provided as **Exhibit L**. She stated that she wanted to consolidate all of the PUA's administrative financial policies relating to funds. She stated that this consolidates the existing policies with minor changes to reflect bond covenants, and that strong controls are in place.

**MOTION:** A motion was made by Director Roberts to approve the WTCPUA Administrative and Financial policies, provided as **Exhibit L**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

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

**VIII. STAFF REPORTS**

**A. General Manager's Report.**

Ms. Riechers provided this item, provided as **Exhibit M**.

**B. Controller's Report.**

Ms. Smith provided this item, provided as **Exhibit N**.

She stated that for the month of July, there are positive variances in revenue and expenses.

**C. Engineer's Report including:**  
**1. Capital Improvements Plan Update**  
**2. Solids Management Plan**

Mr. Lozano presented this report, provided as **Exhibit O**.

Director Roberts asked what the peak 1 day demand has been in the system, to which Mr. Lozano stated that it was typically at 15 MGD, but has recently reached 17 MGD. Mr. Lozano stated that the second raw waterline is 95% complete and getting ready to be commissioned next month. Director Roberts asked when the water treatment plant expansion would need to begin, to which Mr. Lozano stated that these conversations have already begun, and that something would be brought to the Board in the next few months. In response to a question from Director Roberts, Mr. Lozano stated that the water treatment plant expansion is approximately a 24 month project.

Director Creveling concurred with Director Roberts that the process to move forward with the expansion is an item that needs to be pursued as soon as possible. Director Roberts asked Mr. Lozano to provide a briefing at the next meeting and allow for the Board to have the ability to authorize moving forward.

Mr. Lozano next addressed the solids management plan, provided as **Exhibit P**. He stated that this study was to address the solids management in the PUA. He recommended moving forward with dewatering of sludge at the Bohls Wastewater Treatment Plant site to reduce hauled sludge volume and reduce costs. He stated that this will also reduce the heavy truck traffic in the Lake Pointe subdivision. He detailed the project phases, and asked for feedback from the Board whether this is a project that the Board would like to pursue, and authorize reaching out to Lake Pointe MUD and the HOA regarding this project to get their input. In response to a question from Director Creveling, Mr. Lozano stated that there may be some street construction to put in the required wastewater line.

Director Bethke stated that he would provide support in facilitating these discussions, but reducing the impact on the subdivision would generally be viewed as positive. He stated that the preference of Lake Pointe would be removal of the Lake Pointe Wastewater Treatment Plant in the future.

Director Roberts asked if all the flow could be transported to the Bohls wastewater Treatment Plant and directed Mr. Lozano to look into this possibility and bring back to the Board.

#### **D. Operations Report**

Provided as **Exhibit Q**.

### **VIII. ADJOURNMENT**

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

The vote was taken with the following result:

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

The meeting adjourned at 3:19 p.m.

PASSED AND APPROVED this 17th day of September, 2020.

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Scott Roberts, President  
Board of Directors



## **ITEM B**



# West Travis County Public Utility Agency

## Check Report

By Check Number

Date Range: 08/01/2020 - 08/31/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: AP Bank-AP Bank</b>						
00330	Cash Construction Company, Inc.	08/26/2020	EFT	0.00	1,312,478.10	8
<a href="#">Pay App 9</a>	Invoice	08/20/2020	30" Raw Water Transmission Main No. 2 -	0.00	1,312,478.10	
00022	Affordable Asphalt Paving	08/07/2020	Regular	0.00	2,600.00	540
<a href="#">10994</a>	Invoice	07/28/2020	Installed Hot Mix Asphalt - Atwater in Sev	0.00	2,600.00	
00130	AT&T Mobility-CC	08/07/2020	Regular	0.00	855.00	541
<a href="#">YRB062020</a>	Invoice	07/24/2020	Service 6/19/2020 - 7/18/2020	0.00	855.00	
02532	Austin Tool, Inc	08/07/2020	Regular	0.00	423.62	542
<a href="#">104154</a>	Invoice	05/01/2020	Stock Supplies	0.00	423.62	
00245	Brenntag Southwest Inc.	08/07/2020	Regular	0.00	3,881.50	543
<a href="#">BSW225154</a>	Invoice	07/23/2020	Chemicals - WTP	0.00	3,881.50	
00416	City of Austin	08/07/2020	Regular	0.00	171.75	544
<a href="#">540190590997</a>	Invoice	07/21/2020	Utility Expense	0.00	171.75	
00416	City of Austin	08/07/2020	Regular	0.00	230.54	545
<a href="#">040551993935</a>	Invoice	07/30/2020	Utility Expense	0.00	230.54	
02516	ECocare	08/07/2020	Regular	0.00	265.00	546
<a href="#">17892</a>	Invoice	07/20/2020	Monthly Contract Billing - August 2020	0.00	265.00	
02517	Elite Pumps & Mechanical Services, LLC	08/07/2020	Regular	0.00	2,720.00	547
<a href="#">6474</a>	Invoice	07/13/2020	E-Pump for WTP	0.00	2,720.00	
00676	Evergreen Southwest	08/07/2020	Regular	0.00	4,818.00	548
<a href="#">INV-1428</a>	Invoice	07/30/2020	Wager Carbon Filter Replacement Cartrid	0.00	2,068.00	
<a href="#">INV-1429</a>	Invoice	07/26/2020	Micro Solve - 5 Gal Bucket	0.00	2,750.00	
00725	Generator Field Services LLC	08/07/2020	Regular	0.00	1,921.45	549
<a href="#">GFS7591</a>	Invoice	07/28/2020	Temporary Fuel Tank Tie In - LS 15	0.00	1,381.45	
<a href="#">GFS7592</a>	Invoice	07/30/2020	PS #7 Troubleshooting	0.00	540.00	
00779	Hach Company	08/07/2020	Regular	0.00	1,702.29	550
<a href="#">12045440</a>	Invoice	07/21/2020	Chlorine Analyzer	0.00	1,702.29	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	08/07/2020	Regular	0.00	38,295.86	551
<a href="#">97512379</a>	Invoice	07/16/2020	Hatchett & JPH Capital Litigation	0.00	2,422.50	
<a href="#">97512381</a>	Invoice	07/16/2020	Litigation Burba Ranch Impact	0.00	20,736.50	
<a href="#">97512567</a>	Invoice	07/16/2020	Spanish Oaks	0.00	740.50	
<a href="#">97512570</a>	Invoice	07/16/2020	2019 Series Bond Issuance- Circle Drive	0.00	165.00	
<a href="#">97512592</a>	Invoice	07/16/2020	General Counsel	0.00	7,600.60	
<a href="#">97512593</a>	Invoice	07/16/2020	General Operations	0.00	4,333.00	
<a href="#">97512596</a>	Invoice	07/16/2020	City of Dripping Springs	0.00	662.50	
<a href="#">97512598</a>	Invoice	07/16/2020	Estates Center II SER Review	0.00	726.50	
<a href="#">97512605</a>	Invoice	07/16/2020	Bee Cave Professional Park SER	0.00	290.00	
<a href="#">97512606</a>	Invoice	07/16/2020	Extra Space Storage SER	0.00	141.76	
<a href="#">975132.9</a>	Invoice	07/16/2020	Signal Hill Commercial Development SER	0.00	477.00	
01434	McCoy's Building Supply	08/07/2020	Regular	0.00	322.11	552
<a href="#">6936306</a>	Invoice	07/08/2020	County Line Pump Station	0.00	107.90	
<a href="#">6936358</a>	Invoice	07/09/2020	County Line Supplies (HWY 290 Water Lin	0.00	46.56	
<a href="#">6936454</a>	Invoice	07/10/2020	Repair at 10111 Davy Crockett	0.00	52.89	
<a href="#">6936466</a>	Invoice	07/10/2020	Water Line Repair at 10111 Davy Crockett	0.00	23.40	
<a href="#">6936806</a>	Invoice	07/16/2020	Stock Supplies	0.00	39.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">6936962</a>	Invoice	07/20/2020	Stock Supplies	0.00	45.37	
<a href="#">7434693</a>	Invoice	07/15/2020	Pump Station #1 Pump #1 Repair	0.00	6.99	
01582	Odessa Pumps & Equipment Inc.	08/07/2020	Regular	0.00	1,977.22	554
<a href="#">635096</a>	Invoice	07/15/2020	Lift Station #18 Spare Rebuild	0.00	1,977.22	
01654	PostNet TX144	08/07/2020	Regular	0.00	617.51	555
<a href="#">503684</a>	Invoice	07/28/2020	Large Scans for Reuben R.	0.00	597.00	
<a href="#">503685</a>	Invoice	07/28/2020	Mail to Motion Industries	0.00	20.51	
01657	Precision Calibrate Meter Services	08/07/2020	Regular	0.00	1,150.00	556
<a href="#">1275</a>	Invoice	07/15/2020	Meter Verification - Removal and Tesing	0.00	1,150.00	
02066	Spectrum	08/07/2020	Regular	0.00	145.74	557
<a href="#">0027088072020</a>	Invoice	07/20/2020	Internet Service - Lakepointe WWTP	0.00	145.74	
02013	Techline Pipe, LP	08/07/2020	Regular	0.00	9,279.37	558
<a href="#">1102575-00</a>	Invoice	05/07/2020	14" FLG Piece	0.00	1,098.74	
<a href="#">1103819-00</a>	Invoice	07/10/2020	Stock Supplies	0.00	1,101.82	
<a href="#">1104112-00</a>	Invoice	07/10/2020	Stock Supplies	0.00	2,754.36	
<a href="#">1104168-00</a>	Invoice	07/10/2020	Stock Supplies	0.00	166.53	
<a href="#">1104434-00</a>	Invoice	07/10/2020	Water Plant Repairs	0.00	2,121.00	
<a href="#">1104791-00</a>	Invoice	07/23/2020	Supplies for Spanish Oaks & Senna Hills	0.00	2,036.92	
02138	United Site Services of Texas, Inc.	08/07/2020	Regular	0.00	140.04	559
<a href="#">114-10680695</a>	Invoice	07/22/2020	County Line Pump Station	0.00	140.04	
02177	Wastewater Transport Services, LLC	08/07/2020	Regular	0.00	4,800.00	560
<a href="#">11106377</a>	Invoice	07/14/2020	Lift Station Cleaning - Bohls WWTP	0.00	1,320.00	
<a href="#">11106378</a>	Invoice	07/14/2020	Lift Station Cleaning - Lift Station #17	0.00	1,200.00	
<a href="#">11106380</a>	Invoice	07/14/2020	Lift Station Cleaning - Lift Station #2	0.00	960.00	
<a href="#">11106381</a>	Invoice	07/14/2020	Lift Station Cleaning - Lakepointe WWTP	0.00	1,320.00	
00294	Caliber Collision	08/13/2020	Regular	0.00	6,810.03	563
<a href="#">523025157</a>	Invoice	08/13/2020	Repair of Truck #902	0.00	6,810.03	
00037	All American Pump Solutions, Inc	08/20/2020	Regular	0.00	3,262.46	564
<a href="#">899</a>	Invoice	07/30/2020	Bohls WWTP	0.00	3,262.46	
00105	ARC Document Solutions	08/20/2020	Regular	0.00	729.30	565
<a href="#">07-553821</a>	Invoice	06/15/2020	Board Packet Printing - June 2020	0.00	341.48	
<a href="#">07-555978</a>	Invoice	07/14/2020	Board Packet Printing - July 2020	0.00	387.82	
00416	City of Austin	08/20/2020	Regular	0.00	25,795.52	566
<a href="#">441441480196</a>	Invoice	08/06/2020	Utility Expense	0.00	25,795.52	
00416	City of Austin	08/20/2020	Regular	0.00	100,196.62	567
<a href="#">071737626797</a>	Invoice	08/11/2020	Utility Expense	0.00	100,196.62	
00439	Comdata Universal Mastercard	08/20/2020	Regular	0.00	3,931.71	568
<a href="#">UNIP 2020.07</a>	Invoice	08/01/2020	Fuel Charges 7/2/2020 - 8/1/2020	0.00	3,931.71	
00447	Core & Main LP	08/20/2020	Regular	0.00	297.31	569
<a href="#">01187</a>	Invoice	08/11/2020	Dominion Hill	0.00	169.00	
<a href="#">M769273</a>	Invoice	07/31/2020	Repair at RimRock Trail	0.00	128.31	
00568	Diligent Delivery Systems	08/20/2020	Regular	0.00	31.72	570
<a href="#">116939</a>	Invoice	07/31/2020	Postage - R. Ramirez, Murfee Engineering	0.00	31.72	
00636	Elliott Electric Supply, Inc	08/20/2020	Regular	0.00	289.28	571
<a href="#">51-63204-01</a>	Invoice	08/12/2020	Server Backup	0.00	289.28	
00725	Generator Field Services LLC	08/20/2020	Regular	0.00	4,530.60	572
<a href="#">GFS7506</a>	Invoice	05/01/2020	Wastewater Units	0.00	4,530.60	
00756	Green Oasis Landscapes	08/20/2020	Regular	0.00	545.76	573

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">25383</a>	Invoice	08/01/2020	Plant Maintenance- August, September, O	0.00	545.76	
00771	Guardian Industrial Supply LLC	08/20/2020	Regular	0.00	133.98	574
<a href="#">066352</a>	Invoice	08/03/2020	Capacitors for Compressor on Vapex Unit	0.00	31.98	
<a href="#">066560</a>	Invoice	08/12/2020	Server Backup	0.00	102.00	
00784	Halff Associates, Inc.	08/20/2020	Regular	0.00	5,950.00	575
<a href="#">10040262</a>	Invoice	07/23/2020	Engineering Review-Provence Sec 1 Ph 1	0.00	3,500.00	
<a href="#">10040263</a>	Invoice	07/23/2020	Engineering Review-Bee Cave Office	0.00	2,450.00	
00785	Hamilton Electric Works, Inc.	08/20/2020	Regular	0.00	2,500.00	576
<a href="#">573154</a>	Invoice	08/06/2020	RWI - Tear-Down and Inspection of 700HP	0.00	2,500.00	
00842	HydroPro Solutions, LLC	08/20/2020	Regular	0.00	3,868.52	577
<a href="#">0016404-IN</a>	Invoice	08/12/2020	6" Meter for Dominion Hill	0.00	3,868.52	
01197	Kona Ice	08/20/2020	Regular	0.00	200.00	578
<a href="#">000392</a>	Invoice	07/31/2020	Kona Ice Hourly - 2 Locations	0.00	200.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	08/20/2020	Regular	0.00	30.50	579
<a href="#">97512696</a>	Invoice	07/21/2020	General Employment	0.00	30.50	
01324	Lower Colorado River Authority	08/20/2020	Regular	0.00	105,524.06	580
<a href="#">00529969-7/20</a>	Invoice	07/31/2020	Purchase Water	0.00	102,580.47	
<a href="#">530144-07/20</a>	Invoice	07/31/2020	Purchase Water	0.00	2,943.59	
01523	Mission Communications, LLC	08/20/2020	Regular	0.00	1,162.20	581
<a href="#">1042845</a>	Invoice	07/10/2020	Lift Station Annual Services	0.00	1,162.20	
01629	Pedernales	08/20/2020	Regular	0.00	70.24	582
<a href="#">5199-2020.08</a>	Invoice	08/08/2020	Electric Charges - EST 2	0.00	70.24	
01629	Pedernales	08/20/2020	Regular	0.00	2,710.07	583
<a href="#">6270-2020.08</a>	Invoice	08/08/2020	Electric Charges - Pump Station 5	0.00	2,710.07	
01629	Pedernales	08/20/2020	Regular	0.00	15,637.60	584
<a href="#">2795-2020.08</a>	Invoice	08/08/2020	Electric Charges - Pump Station 7	0.00	15,637.60	
01629	Pedernales	08/20/2020	Regular	0.00	75.45	585
<a href="#">6972-2020.08</a>	Invoice	08/08/2020	Electric Expense - Pump Station 6	0.00	75.45	
01629	Pedernales	08/20/2020	Regular	0.00	37.50	586
<a href="#">0950-2020.08</a>	Invoice	08/08/2020	Electric Charges - Pump Station 7	0.00	37.50	
01654	PostNet TX144	08/20/2020	Regular	0.00	15.20	587
<a href="#">504280</a>	Invoice	08/10/2020	Postage	0.00	15.20	
01657	Precision Calibrate Meter Services	08/20/2020	Regular	0.00	830.00	588
<a href="#">1290</a>	Invoice	08/09/2020	New Meter - Transducer for ACH Bulk Stor	0.00	830.00	
02508	Quadient, Inc	08/20/2020	Regular	0.00	197.94	589
<a href="#">July 2020</a>	Invoice	08/02/2020	Postage - July 2020	0.00	197.94	
01915	Smith Pump Company, Inc.	08/20/2020	Regular	0.00	30,907.00	590
<a href="#">PI070552</a>	Invoice	08/13/2020	Remove, Inspect, Repair & Install RWI Pu	0.00	30,907.00	
02066	Spectrum	08/20/2020	Regular	0.00	127.70	591
<a href="#">0039409080420</a>	Invoice	08/04/2020	Phone Service LS #20	0.00	127.70	
02174	Waste Management of Texas	08/20/2020	Regular	0.00	919.81	592
<a href="#">0091689-2161-8</a>	Invoice	07/24/2020	Garbage Service 8/1/2020 - 8/31/2020	0.00	919.81	
02177	Wastewater Transport Services, LLC	08/20/2020	Regular	0.00	55,333.00	593
<a href="#">11106172</a>	Invoice	07/01/2020	Sludge Disposal - Lakepointe WWTP	0.00	32,200.00	
<a href="#">11106235</a>	Invoice	07/01/2020	Sludge Disposal - WTP	0.00	5,175.00	
<a href="#">11106237</a>	Invoice	07/01/2020	Sludge Disposal - Bohls WWTP	0.00	12,075.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">11106379</a>	Invoice	07/14/2020	Lift Station Cleaning - Lift Station #7	0.00	960.00	
<a href="#">11106590</a>	Invoice	07/28/2020	Lift Station Cleaning - Bohls WWTP	0.00	1,080.00	
<a href="#">11106591</a>	Invoice	07/28/2020	Lift Station Cleaning - LS #22	0.00	984.00	
<a href="#">11106592</a>	Invoice	07/28/2020	Lift Station Cleaning - Lakepointe WWTP	0.00	888.00	
<a href="#">11106593</a>	Invoice	07/28/2020	Lift Station Cleaning - LS #5	0.00	720.00	
<a href="#">11106594</a>	Invoice	07/28/2020	Lift Station Cleaning - LS #11	0.00	696.00	
<a href="#">11106716</a>	Invoice	08/05/2020	Service to Clear Blockage	0.00	555.00	
00102	Aqua-Tech Laboratories, Inc	08/26/2020	Regular	0.00	5,543.00	595
<a href="#">47011</a>	Invoice	08/20/2020	July 2020 Analysis - Bohls WWTP	0.00	1,481.00	
<a href="#">47012</a>	Invoice	08/20/2020	July 2020 Analysis - Bohls WWTP	0.00	1,170.50	
<a href="#">47014</a>	Invoice	08/20/2020	July 2020 Analysis - Lakepointe WWTP	0.00	1,481.00	
<a href="#">47015</a>	Invoice	08/20/2020	July 2020 Analysis - Lakepointe WWTP	0.00	1,242.50	
<a href="#">47016</a>	Invoice	08/20/2020	July 2020 Analysis - WTP	0.00	168.00	
00128	AT&T	08/26/2020	Regular	0.00	1,228.63	598
<a href="#">08052020</a>	Invoice	08/05/2020	Telephone Expense - Consolidated Bill	0.00	1,228.63	
00133	AT&T- Internet	08/26/2020	Regular	0.00	721.46	599
<a href="#">2905076508</a>	Invoice	08/11/2020	Subscriber/Router	0.00	721.46	
00132	AT&T Wireless	08/26/2020	Regular	0.00	1,310.49	600
<a href="#">08042020</a>	Invoice	08/04/2020	Staff Wireless Expense - 08/05/2020 - 09/	0.00	1,310.49	
00245	Brenntag Southwest Inc.	08/26/2020	Regular	0.00	20,247.20	601
<a href="#">BSW226781</a>	Invoice	08/04/2020	Chemicals - Bohls WWTP	0.00	416.50	
<a href="#">BSW226782</a>	Invoice	08/04/2020	Chemicals - Lakepointe WWTP	0.00	551.50	
<a href="#">BSW227543</a>	Invoice	08/06/2020	Chemicals - WTP	0.00	3,881.50	
<a href="#">BSW229033</a>	Invoice	08/11/2020	Chemicals - WTP	0.00	10,427.12	
<a href="#">BSW229725</a>	Invoice	08/14/2020	Chemicals - WTP	0.00	4,970.58	
00369	Chem Equip	08/26/2020	Regular	0.00	3,757.50	602
<a href="#">5499</a>	Invoice	08/05/2020	Services Performed on Chlorination Equip	0.00	1,079.50	
<a href="#">5506</a>	Invoice	08/12/2020	Service Call at Lakepointe WWTP	0.00	1,678.00	
<a href="#">5507</a>	Invoice	08/12/2020	Vacuum Monitor Installed at WTP	0.00	1,000.00	
00447	Core & Main LP	08/26/2020	Regular	0.00	62.67	603
<a href="#">M882177</a>	Invoice	08/21/2020	Dominion Hills	0.00	62.67	
00479	D.A.D.'s Lawn Services, LLC	08/26/2020	Regular	0.00	5,820.00	604
<a href="#">20200519</a>	Invoice	08/14/2020	Monthly Ground Maintenance - July 2020	0.00	5,820.00	
00679	Ewing Irrigation and Landscape Supply	08/26/2020	Regular	0.00	364.00	605
<a href="#">12418267</a>	Invoice	08/19/2020	Supplies for Lakepointe & Bohls	0.00	311.89	
<a href="#">12431834</a>	Invoice	08/21/2020	Replacement Parts for Irrigation System	0.00	6.67	
<a href="#">12431978</a>	Invoice	08/21/2020	Small Shovels for Units #504 & 901	0.00	42.65	
<a href="#">12432109</a>	Invoice	08/21/2020	Nipples for Irrigation System at Bohls	0.00	2.79	
00686	Ferguson Enterprises, Inc.	08/26/2020	Regular	0.00	380.76	606
<a href="#">8389153</a>	Invoice	08/10/2020	Lakepointe	0.00	380.76	
00752	Grainger	08/26/2020	Regular	0.00	273.74	607
<a href="#">9505510009</a>	Invoice	05/01/2020	Plastic Board to Attach Chlorine Monitor	0.00	81.00	
<a href="#">9554068065</a>	Invoice	06/08/2020	Automatic Drain for Trident Air Compress	0.00	192.74	
00779	Hach Company	08/26/2020	Regular	0.00	477.95	608
<a href="#">12092088</a>	Invoice	08/24/2020	Ampule Calibration Kit	0.00	477.95	
00825	Hill Country Texas Galleria, LLC	08/26/2020	Regular	0.00	16,012.18	609
<a href="#">September 2020</a>	Invoice	09/01/2020	Lease Expense	0.00	16,012.18	
01061	Jones Heating and Air Conditioning	08/26/2020	Regular	0.00	1,162.50	611
<a href="#">12824</a>	Invoice	08/14/2020	RWI - Repair to A/C Unit	0.00	1,162.50	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	08/26/2020	Regular	0.00	371.00	612

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">97512599</a>	Invoice	07/16/2020	Lake Travis ISD Meter Access Agreement	0.00	371.00	
01349	Marcelo's Sand & Loam	08/26/2020	Regular	0.00	459.30	613
<a href="#">495168</a>	Invoice	07/31/2020	Retail - Washed Concrete	0.00	249.48	
<a href="#">495523</a>	Invoice	08/10/2020	Retail - Standard Base	0.00	197.82	
<a href="#">495524</a>	Invoice	08/10/2020	Leveling Dump Fee	0.00	12.00	
01434	McCoy's Building Supply	08/26/2020	Regular	0.00	1,660.40	614
<a href="#">7435543</a>	Invoice	07/28/2020	Material to Replace Fence @ Lift Station #	0.00	1,552.53	
<a href="#">7435949</a>	Invoice	08/03/2020	Material to Repair Fence @ LS2 (5 yr Plan)	0.00	107.87	
02637	Motion Industries	08/26/2020	Regular	0.00	691.42	615
<a href="#">TX52-734863</a>	Invoice	07/23/2020	HSP P#1	0.00	391.63	
<a href="#">TX52-734980</a>	Invoice	07/29/2020	Coupling HUB for HSP#1	0.00	299.79	
01665	PSI-Pump Solutions, Inc	08/26/2020	Regular	0.00	661.62	616
<a href="#">2020-0818</a>	Invoice	08/11/2020	Material for Repair at LS #20	0.00	661.62	
01707	Ready Refresh	08/26/2020	Regular	0.00	20.00	617
<a href="#">00H0126896174</a>	Invoice	08/19/2020	Water Delivery & Rental Fees	0.00	20.00	
01907	Shows Utilities, Inc.	08/26/2020	Regular	0.00	3,000.00	618
<a href="#">2020.07.27</a>	Invoice	07/27/2020	10502 Oak Valley Trl - 3" Slick Bore	0.00	3,000.00	
02066	Spectrum	08/26/2020	Regular	0.00	239.99	619
<a href="#">0070172081320</a>	Invoice	08/13/2020	Internet- Water Plant	0.00	239.99	
02066	Spectrum	08/26/2020	Regular	0.00	145.74	620
<a href="#">0027088082020</a>	Invoice	08/20/2020	Internet Service - Lakepointe WWTP	0.00	145.74	
02013	Techline Pipe, LP	08/26/2020	Regular	0.00	7,133.28	621
<a href="#">1104676-00</a>	Invoice	08/10/2020	6" Meter Vault - Dominion Hill	0.00	2,898.44	
<a href="#">1105106-00</a>	Invoice	08/10/2020	Stock Supplies	0.00	4,088.58	
<a href="#">1105440-00</a>	Invoice	08/18/2020	Lifting Eyes	0.00	146.26	
02027	Texas Community Propane, Ltd	08/26/2020	Regular	0.00	22.25	622
<a href="#">FAL01618 8/2020</a>	Invoice	08/17/2020	Gas Expense 3925 Sugarloaf Dr	0.00	22.25	
02029	Texas Excavation Safety System, Inc.	08/26/2020	Regular	0.00	730.55	623
<a href="#">20-15371</a>	Invoice	07/31/2020	Message Fees - July 2020	0.00	730.55	
02037	The Bridge Group	08/26/2020	Regular	0.00	10,780.00	624
<a href="#">2020-0226</a>	Invoice	07/30/2020	Anthem at Ledgestone	0.00	560.00	
<a href="#">2020-0227</a>	Invoice	07/30/2020	Bee Cave Professional Office	0.00	140.00	
<a href="#">2020-0228</a>	Invoice	07/30/2020	Bee Cave Self Storage	0.00	490.00	
<a href="#">2020-0229</a>	Invoice	07/30/2020	Dripping Springs ISD - Darden Hills	0.00	280.00	
<a href="#">2020-0230</a>	Invoice	07/30/2020	Extra Space Storage - Hwy 290 West	0.00	140.00	
<a href="#">2020-0231</a>	Invoice	07/30/2020	Fitzhugh 10	0.00	980.00	
<a href="#">2020-0232</a>	Invoice	07/30/2020	Highpointe Phase 1, Section 3B	0.00	1,330.00	
<a href="#">2020-0233</a>	Invoice	07/30/2020	Hillside at Spanish Oaks	0.00	700.00	
<a href="#">2020-0234</a>	Invoice	07/30/2020	Longleaf at Bee Cave	0.00	420.00	
<a href="#">2020-0235</a>	Invoice	07/30/2020	Park at Bee Cave- Phases 4&5	0.00	420.00	
<a href="#">2020-0236</a>	Invoice	07/30/2020	Piazza Center - Hwy 290 West	0.00	140.00	
<a href="#">2020-0237</a>	Invoice	07/30/2020	Parten Ranch Phase 1- Fire Hydrant Exten	0.00	140.00	
<a href="#">2020-0238</a>	Invoice	07/30/2020	Parten Ranch Phase 2	0.00	140.00	
<a href="#">2020-0239</a>	Invoice	07/30/2020	Parten Ranch Phase 5	0.00	140.00	
<a href="#">2020-0240</a>	Invoice	07/30/2020	Provence Phase 1, Section 3A	0.00	1,330.00	
<a href="#">2020-0241</a>	Invoice	07/30/2020	Sawyer Ranch Phase 1	0.00	420.00	
<a href="#">2020-0242</a>	Invoice	07/30/2020	Seven Oaks Office Complex	0.00	420.00	
<a href="#">2020-0243</a>	Invoice	07/30/2020	Signal Hill Commercial	0.00	1,260.00	
<a href="#">2020-0244</a>	Invoice	07/30/2020	Spillman Towns	0.00	1,330.00	
02638	Twin Customs, LLC	08/26/2020	Regular	0.00	1,165.00	627



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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">4199</a>	Invoice	08/14/2020	RWI - Service to Troubleshoot Vibration Is	0.00	1,165.00	
02133	Tyler Technologies, Inc	08/26/2020	Regular	0.00	17,227.88	628
<a href="#">025-289302</a>	Credit Memo	06/01/2020	Credit Applied to Invoice 025-305045	0.00	-31.03	
<a href="#">025-291309</a>	Invoice	05/01/2020	Software Conversion-Incode Utility CIS	0.00	2,166.25	
<a href="#">025-292553</a>	Invoice	05/01/2020	Inventory Control & Misc. AR - Annual Saa	0.00	2,842.66	
<a href="#">025-292946</a>	Invoice	05/01/2020	Software Conversion-Incode Utility CIS	0.00	1,156.25	
<a href="#">025-293481</a>	Invoice	05/01/2020	Software Conversion-Incode Financial Ma	0.00	4,906.25	
<a href="#">025-302667</a>	Invoice	06/30/2020	Software Conversion-Incode Utility CIS	0.00	2,562.50	
<a href="#">025-303601</a>	Invoice	07/22/2020	Software Conversion-Incode Utility CIS	0.00	3,625.00	
02138	United Site Services of Texas, Inc.	08/26/2020	Regular	0.00	140.04	629
<a href="#">114-10787049</a>	Invoice	08/17/2020	County Line Pump Station	0.00	140.04	
02143	USA BlueBook	08/26/2020	Regular	0.00	1,019.76	630
<a href="#">325317</a>	Invoice	08/12/2020	Supplies for WTP	0.00	1,019.76	
00416	City of Austin	08/27/2020	Regular	0.00	22,669.27	631
<a href="#">718469056665</a>	Invoice	08/14/2020	Utility Expense	0.00	22,669.27	
00416	City of Austin	08/27/2020	Regular	0.00	242.22	632
<a href="#">398238153113</a>	Invoice	08/18/2020	Utility Expense	0.00	242.22	
00416	City of Austin	08/27/2020	Regular	0.00	41.52	633
<a href="#">224915166270</a>	Invoice	08/17/2020	Utility Expense	0.00	41.52	
00416	City of Austin	08/27/2020	Regular	0.00	146.14	634
<a href="#">399513352626</a>	Invoice	08/13/2020	Utility Expense	0.00	146.14	
00416	City of Austin	08/27/2020	Regular	0.00	176.34	635
<a href="#">540946679862</a>	Invoice	08/19/2020	Utility Expense	0.00	176.34	
00225	BOK Financial	08/14/2020	Bank Draft	0.00	8,287,718.75	DFT0000227
<a href="#">WEST1217RR</a>	Invoice	07/13/2020	Semi Annual Bond Payment SR 2017	0.00	3,394,125.00	
<a href="#">WEST415RB</a>	Invoice	07/13/2020	Semi Annual Bond Payment SR 2015	0.00	1,113,831.25	
<a href="#">WEST419RB</a>	Invoice	07/13/2020	Semie Annual Bond Payment SR 2019	0.00	612,825.00	
<a href="#">WEST813RR</a>	Invoice	07/13/2020	Semi Annual Bond Payment- SR 2013	0.00	3,166,937.50	
00225	BOK Financial	08/25/2020	Bank Draft	0.00	19,752,222.22	DFT0000240
<a href="#">WEST415RB-1</a>	Invoice	08/21/2020	Redemption Bond Payment SR 2015	0.00	19,752,222.22	

## Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	87	0.00	575,073.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	2	0.00	28,039,940.97
EFT's	1	1	0.00	1,312,478.10
	<b>178</b>	<b>90</b>	<b>0.00</b>	<b>29,927,492.95</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	172	87	0.00	575,073.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	2	0.00	28,039,940.97
EFT's	1	1	0.00	1,312,478.10
	<b>178</b>	<b>90</b>	<b>0.00</b>	<b>29,927,492.95</b>

## Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	8/2020	29,927,492.95
			<b>29,927,492.95</b>

## **ITEM C**



## Murfee Engineering Company

September 9, 2020

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

Re: 30" Raw Water Transmission Main No. 2 CIP Project  
Pay Application No. 10  
MEC File No. 11051-116

President Roberts and Board:

Attached is the tenth application for partial payment from **Cash Construction Company, Inc.** for the above-referenced project. We have reviewed the attached documentation for compliance with the Contract Documents and concur with the items/quantities requested. We, therefore, recommend this application for approval in the amount of **\$95,049.00**. Please call if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephen Jones', is written over a light blue horizontal line.

Stephen Jones, P.E.

cc:

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

[jriechers@wtcpua.org](mailto:jriechers@wtcpua.org)  
[jsmith@wtcpua.org](mailto:jsmith@wtcpua.org)  
[dlozano@murfee.com](mailto:dlozano@murfee.com)

\\mec-dc\MECWork\WTCPUA\Facilities\Water\RWL 2\Construction Admin\Pay App\PA 10-RWTM2-WTCPUA-200811.docx

**Construction Progress Report No. 10**

Period: August 1, 2020  
to: August 31, 2020

**Construction of 30" Raw Water Transmission Main No. 2  
for West Travis County Public Utility Agency**

MEC Project No. 11051-116

Contract

A. Contractor:	Cash Construction Company, Inc.
B. Contract Date:	September 13, 2019
C. Authorization to Proceed:	October 28, 2019
D. Calendar Days to Complete the Project:	210
E. Time Extension (in Calendar Days):	90
F. Completion Date:	August 23, 2020
G. Contract Time Used (in Calendar Days):	218

I. Status of Project:  
The contractor laid all pipe in the ground.

II. Change Orders:  
Additional/upsized bores and tree trimming; additional construction signage; utility conduit added for fiber optic telemetry.

III. Completion Report:

A. Construction Cost	
1. Contract Bid Price	\$4,374,565.00
2. Bid Alternate #1	\$18,000.00
3. Change Orders	\$377,401.00
4. Deduct	-\$250.00
5. Total Estimated Contract Price as of this Report	<u>4,769,716.00</u>

B. Actual Cost as of this Report	4,676,466.00
C. Total Paid Contractor	4,113,545.40
D. Amount Retained at: 10%	467,646.60
E. Amount Due	95,049.00
F. Estimated Cost Remaining	93,250.00
G. Percent Construction Complete	98.0%

IV. Frequency of Observation:

A. Field Representation	-	As Needed
B. Engineer Observation	-	As Needed

V. Remarks:

There are no problems to report at this time.

# APPLICATION FOR PAYMENT

## CONTRACTOR:

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


## OWNER:

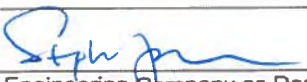
West Travis County Public Utility Agency  
13215 Bee Cave Parkway, Building B, Suite 110  
Bee Cave, Texas 78738

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

PROJECT DATE AS OF:	08/30/2020
BILLED TO PAY REQUEST NO.:	10
TOTAL WORK COMPLETED TO DATE	\$4,676,466.00
RETAINAGE:	\$467,646.60
AMOUNT DUE THIS ESTIMATE:	\$4,208,819.40
PREVIOUS BILLINGS:	\$4,113,770.40
CURRENT AMOUNT DUE	\$95,049.00

CONTRACT DATE:	
ORIGINAL CONTRACT AMOUNT:	\$4,374,565.00
ADD BID ALTERNATE #1	\$18,000.00
CHANGE ORDER #1	\$377,401.00
DEDUCT	-\$250.00
CHANGE ORDER #4	
CHANGE ORDER #5	
REVISED CONTRACT AMOUNT:	\$4,769,716.00

  
Michael Stevens - Cash Construction Date 8/25/2020

Name:   
Murfee Engineering Company as Design Engineer Date 9/9/2020

Name: STEPHEN JONES

West Travis County PUA Date

Name:

## Rain Days:

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



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

FROM: CASH CONSTRUCTION COMPANY, INC.  
217 KINGSTON LACY BLVD.  
PFLUGERVILLE, TEXAS 78660

APPLICATION FOR PAYMENT

JOB NAME: 30" Raw Water Transmission Main No. 2  
JOB# 901  
ESTIMATE # 10  
DATE 08/30/2020  
ORIG. AMOUNT \$4,374,565.00  
REV. AMOUNT \$4,769,716.00  
RETAINAGE 10%

TOTAL WORK THIS ESTIMATE \$105,610.00  
TOTAL COMPLETED TO DATE \$4,676,466.00  
LESS RETAINAGE \$467,646.60  
TOTAL DUE TO DATE \$4,208,819.40  
PREVIOUS BILLINGS \$4,113,770.40  
AMOUNT DUE THIS ESTIMATE \$95,049.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>EROSION/SEDIMENT CONTROLS</b>											
50	SILT FENCE	LF	16,900.00	\$42,250.00	2.50	16,900.00	0.00	\$0.00	16,900.00	\$42,250.00	100.00%
70	ROCK BERM	LF	120.00	\$3,000.00	25.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
90	STABILIZED CONSTRUCTION ENTRANCE	EA	9.00	\$18,000.00	2,000.00	9.00	0.00	\$0.00	9.00	\$18,000.00	100.00%
110	LOC RESTORATION / HYDROMULCH SEEDING	SY	26,600.00	\$26,600.00	1.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
130	SOIL RETENTION BLANKET (TRM)	SY	500.00	\$1,000.00	2.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
150	TEMPORARY IRRIGATION SYSTEM	SY	10,000.00	\$3,000.00	0.30	0.00	10,000.00	\$3,000.00	10,000.00	\$3,000.00	100.00%
170	TREE PROTECTION	LF	4,500.00	\$13,500.00	3.00	4,500.00	0.00	\$0.00	4,500.00	\$13,500.00	100.00%
190	REMOVE & REPLACE EXISTING ROCK GABION	LF	20.00	\$16,000.00	800.00	10.00	10.00	\$8,000.00	20.00	\$16,000.00	100.00%
210	DRY STACK ROCK WALL FOR SLOPE STABILIZATION	LF	100.00	\$12,000.00	120.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
230	CRUSHED STONE STABILIZED AREA FOR EROSION CONTROL	SY	500.00	\$10,000.00	20.00	500.00	0.00	\$0.00	500.00	\$10,000.00	100.00%
250	SWPPP COMPLIANCE	LS	1.00	\$2,000.00	2,000.00	1.00	0.00	\$0.00	1.00	\$2,000.00	100.00%
<b>WATER</b>											
310	30" DUCTILE IRON WATER MAIN	LF	8,982.00	\$1,985,022.00	221.00	8,982.00	0.00	\$0.00	8,982.00	\$1,985,022.00	100.00%
315	30" DI RESTRAINED JOINT	LF	2,200.00	\$1,144,000.00	520.00	2,200.00	0.00	\$0.00	2,200.00	\$1,144,000.00	100.00%
320	48" STEEL CASING BY BORE	LF	164.00	\$157,440.00	960.00	164.00	0.00	\$0.00	164.00	\$157,440.00	100.00%
330	42" STEEL ENCASMENT PIPE INSTALLED BY BORING	LF	365.00	\$313,900.00	860.00	365.00	0.00	\$0.00	365.00	\$313,900.00	100.00%
350	3 - 3" CPVC CHEMICAL LINES (CHLORINE)	LF	865.00	\$31,140.00	36.00	865.00	0.00	\$0.00	865.00	\$31,140.00	100.00%
370	2 - 1" CPVC CHEMICAL LINES (PERMANGANATE)	LF	1,570.00	\$14,130.00	9.00	1,570.00	0.00	\$0.00	1,570.00	\$14,130.00	100.00%
390	30" GATE VALVE & BOX	EA	4.00	\$140,000.00	35,000.00	4.00	0.00	\$0.00	4.00	\$140,000.00	100.00%
410	DRAIN VALVE ASSEMBLY	EA	5.00	\$50,000.00	10,000.00	5.00	0.00	\$0.00	5.00	\$50,000.00	100.00%
430	4" AIR RELEASE/VACUUM VALVE & VAULT	EA	6.00	\$78,000.00	13,000.00	6.00	0.00	\$0.00	6.00	\$78,000.00	100.00%
450	FLOW METER ASSEMBLY & VAULT	EA	1.00	\$45,000.00	45,000.00	1.00	0.00	\$0.00	1.00	\$45,000.00	100.00%
470	30" WET CONN AT PUMP HOUSE	LS	1.00	\$7,000.00	7,000.00	1.00	0.00	\$0.00	1.00	\$7,000.00	100.00%
490	TIE INTO EXISTING 30" RAW WATER MAIN	EA	1.00	\$10,000.00	10,000.00	1.00	0.00	\$0.00	1.00	\$10,000.00	100.00%
530	CONCRETE RETARD BLOCKS	EA	40.00	\$28,000.00	700.00	40.00	0.00	\$0.00	40.00	\$28,000.00	100.00%
550	CHEMICAL INJECTION MANHOLE	EA	2.00	\$14,000.00	7,000.00	2.00	0.00	\$0.00	2.00	\$14,000.00	100.00%
570	DISINFECTION AND TESTING	LF	8,982.00	\$8,982.00	1.00	0.00	8,982.00	\$8,982.00	8,982.00	\$8,982.00	100.00%
590	TRENCH SAFETY	LF	8,982.00	\$4,491.00	0.50	8,982.00	0.00	\$0.00	8,982.00	\$4,491.00	100.00%
<b>MISC</b>											
650	BONDS & INSURANCE	LS	1.00	\$40,000.00	40,000.00	1.00	0.00	\$0.00	1.00	\$40,000.00	100.00%
670	ORANGE CONSTRUCTION FENCE	LF	18,900.00	\$47,250.00	2.50	18,900.00	0.00	\$0.00	18,900.00	\$47,250.00	100.00%
690	TEMPORARY CHAIN LINK FENCE	LF	4,020.00	\$12,060.00	3.00	4,020.00	0.00	\$0.00	4,020.00	\$12,060.00	100.00%
710	REMOVE & REPLACE CONCRETE SIDEWALK	SY	20.00	\$1,600.00	80.00	0.00	20.00	\$1,600.00	20.00	\$1,600.00	100.00%
730	TEMPORARY BYPASS TRAIL AT SCHOOL SITE	SY	80.00	\$1,600.00	20.00	80.00	0.00	\$0.00	80.00	\$1,600.00	100.00%
750	REMOVE & REPLACE METAL FENCING AT SCHOOL SITE	LS	1.00	\$2,300.00	2,300.00	0.50	0.50	\$1,150.00	1.00	\$2,300.00	100.00%
760	REMOVE & REPLACE STONE WALL	LS	1.00	\$5,000.00	5,000.00	0.00	1.00	\$5,000.00	1.00	\$5,000.00	100.00%
810	RESTORATION OF HIKE & BIKE TRAIL (CRUSHED GRANITE)	SY	2,000.00	\$10,000.00	5.00	0.00	2,000.00	\$10,000.00	2,000.00	\$10,000.00	100.00%
830	TRAIL STAIRWAY (5' WIDE REINFORCED CONCRETE)	LS	1.00	\$20,000.00	20,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	\$5,000.00	5,000.00	1.00	0.00	\$0.00	1.00	\$5,000.00	100.00%
870	TREE REMOVAL	EA	23.00	\$25,300.00	1,100.00	23.00	0.00	\$0.00	23.00	\$25,300.00	100.00%
890	SEAL AND STRIPE HOA PARKING LOT	LS	1.00	\$12,000.00	12,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00%
910	COORDINATION WITH POWER COMPANY	LS	1.00	\$1,000.00	1,000.00	1.00	0.00	\$0.00	1.00	\$1,000.00	100.00%
930	TRAFFIC CONTROL	LS	1.00	\$13,000.00	13,000.00	0.85	0.10	\$1,300.00	0.95	\$12,350.00	95.00%
<b>DEDUCT</b>											
850	TREE PRUNING BY CERTIFIED ARBORIST	LS	1.00	-\$250.00	-250.00	1.000	0.00	\$0.00	1.00	-\$250.00	100.00%

CHANGE ORDER #1

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
CO1	ADDITIONAL CULVERT FOR EROSION STABILIZATION	LS	1.00	\$4,800.00	4,800.00	1.00	0.00	\$0.00	1.00	\$4,800.00	100.00%
CO1	ADDITIONAL TREE TRIMMING ALONG BEE CAVES ROW	DAY	2.00	\$7,000.00	3,500.00	2.00	0.00	\$0.00	2.00	\$7,000.00	100.00%
CO1	ADDITIONAL SIGNAGE PER SIGNAGE PLAN	LS	1.00	\$2,100.00	2,100.00	1.00	0.00	\$0.00	1.00	\$2,100.00	100.00%
CO1	UPSIZE 42" BORE TO 48" BORE	LF	100.00	\$10,000.00	100.00	100.00	0.00	\$0.00	100.00	\$10,000.00	100.00%
CO1	ADDITIONAL 48" BORES	LF	60.00	\$57,600.00	960.00	60.00	0.00	\$0.00	60.00	\$57,600.00	100.00%
CO1	RESTOCKING FEE OF 25% OF CASTING COST FOR 42" CASING	LS	1.00	\$3,375.00	3,375.00	1.00	0.00	\$0.00	1.00	\$3,375.00	100.00%
CO1	ADDITIONAL MOBILIZATION & SET UP FOR 20' BORES	MO	3.00	\$19,500.00	6,500.00	3.00	0.00	\$0.00	3.00	\$19,500.00	100.00%
CO1	ROLL SET UP TO ROLL ADDITIONAL 160 LF OF 48" CASING	LS	1.00	\$6,750.00	6,750.00	1.00	0.00	\$0.00	1.00	\$6,750.00	100.00%
CO2	ADDITIONAL 1.5" CONDUIT	LF	11,182.00	\$201,276.00	18.00	8,386.00	2,796.00	\$50,328.00	11,182.00	\$201,276.00	100.00%
CO2	REPROCESS DITCH FOR CONDUIT	LF	5,000.00	\$65,000.00	13.00	3,750.00	1,250.00	\$16,250.00	5,000.00	\$65,000.00	100.00%
ADD BID ALTERNATE #1											
ALT #1	TIE INTO EXISTING 8" RAW WATER LINE AT STA. 92+45	LS	1.00	\$18,000.00	18,000.00	0.00	1.00	\$18,000.00	1.00	\$18,000.00	100.00%
TOTAL CONTRACT				\$4,769,716.00				\$105,610.00		\$4,676,466.00	



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project 30" Raw Water Transmission Main No. 2  
Job No. 901

On receipt by the signer of this document of a check from West Travis County Public Utility Agency in the sum of \$95,049.00 payable to Cash Construction Company, Inc. and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of West Travis County Public Utility Agency located at 30" Raw Water Transmission Main No. 2 to the following extent: Water Transmission Improvements.


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 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 8/24/2020


Cash Construction Company, Inc.

By   
Shawn Ziegler, CFO

SWORN TO AND SUBSCRIBED BEFORE ME by Shawn Ziegler, Chief Financial Officer of Cash Construction Company, Inc., on this 24th day of August, 2020.



Notary Public Signature







## Murfee Engineering Company

September 9, 2020

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

**Re: WTCPUA SWP GST1  
Contractor's Application for Payment No. 1**

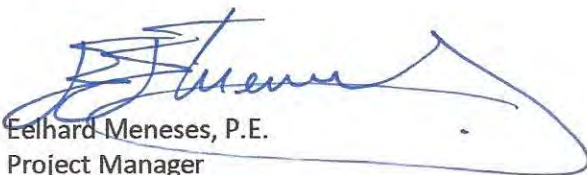
Mr. Roberts and Board:

Enclosed is Application for Payment No. 1 from DN Tanks, Inc. for the period ending August 28<sup>th</sup>, 2020. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred thirty-one thousand, five hundred forty-nine dollars and seven cents (\$131,549.07). This application for payment is broken down as follows:

Original Contract Price:	\$1,682,474.00
Total Completed and Stored to Date:	\$138,472.70
Retainage (5%):	\$6,923.64
<b>Amount Due this Application:</b>	<b>\$131,549.07</b>
Balance to Finish, Plus Retainage:	\$1,550,924.94

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

Sincerely,



Eelhard Meneses, P.E.  
Project Manager

cc: Jennifer Riechers – WTCPUA  
Dennis Lozano, P.E. – MEC  
MEC File No. 11051.123

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: WEST TRAVIS COUNTY PUA 13215 Bee Cave Pkwy Bldg. B, Suite 110 Bee Cave, TX 78738	PROJECT: AUSTIN, TX (WTC PUA SWPKWY GST) 10710 1/2 W. SH 71 Austin, TX 78735 Contractor Job Number: 2020-024 VIA ENGINEER: Murfee Engineering Co., Inc.	APPLICATION NO: 1 DATE: 9/3/2020 PERIOD TO: 8/28/2020 Engineer's Project No. 11051.110/146 CONTRACT DATE: 7-27-20
FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690 Phone: 781-246-1133	CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank	

## CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$	1,682,474.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,682,474.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$138,472.70
5. RETAINAGE		
a. 5 % of Completed Work (Column D - E on G703)	\$	\$6,923.64
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$ 6,923.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$131,549.07
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0.00
8. CURRENT PAYMENT DUE	\$	131,549.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,550,924.94

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

## CONTRACTOR'S CERTIFICATION

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

By: Alek Falkenbury Date: 9/3/2020  
(Project Manager)  
State of: Texas  
Subscribed and sworn to before me this 3rd day of September, 2020  
Notary Public: Jacqueline Vergara  
My Commission expires: 6-30-2022  
Notary Public, State of Texas  
Comm. Expires 06-30-2022  
Notary ID 129870282

Payment is recommended by: Alek Falkenbury 09/09/2020  
(Construction Inspector (if applicable)) (Date)

Payment is recommended by: J. F. [Signature] 09/10/2020  
(Engineer) (Date)

Payment is Approved by: \_\_\_\_\_ (Date)  
(Owner)

To Owner: WEST TRAVIS COUNTY PUA  
 From (Contractor): DN Tanks, Inc.  
 Project: Southwest Parkway Ground Storage Tank  
 Location: Austin, TX

Application No: 1  
 Contractor's Job Number: 2020-024  
 Engineer's Project No: 11051.110/146

Date: 9/3/2020

Period To: 8/28/2020

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>34,503.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
E-2 2000	Silt Fence	4,716.00	1.000 EA	4,716.00	0.00	0.00	0.70	3301.20	0.70	3301.20	70%	165.06
<b>Total</b>				<b>4,716.00</b>		<b>0.00</b>		<b>3301.20</b>		<b>3301.20</b>	<b>70%</b>	<b>165.06</b>
E-3 2000	Stabilized Construction Entrance	3,600.00	1.000 EA	3,600.00	0.00	0.00	0.70	2520.00	0.70	2520.00	70%	126.00
<b>Total</b>				<b>3,600.00</b>		<b>0.00</b>		<b>2,520.00</b>		<b>2,520.00</b>	<b>70%</b>	<b>126.00</b>
W-1	Ground Storage Tank	1,251,599.00	1.000 LS	1,251,599.00	0.00	0.00	0.101	126583.50	0.10	126583.50	10.1%	6329.18
<b>Total</b>				<b>1,251,599.00</b>		<b>0.00</b>	<b>0.101</b>	<b>126,583.50</b>		<b>126,583.50</b>	<b>10%</b>	<b>6,329.18</b>
W-2 2010	16" Water Line	50,840.00	1.000 LS	50,840.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>50,840.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-3 2010	20" Water Line	19,720.00	1.000 LS	19,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>19,720.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-4 2010	20" Tie-In Infrastructure	3,600.00	1.000 LS	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>3,600.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-5 2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>2,200.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-6 2010	In-Tank Hydrodynamic Mixer	154,800.00	1.000 LS	154,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>154,800.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-7 2010	47" x 3.5' Drainage Flume	50,400.00	1.000 LS	50,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>50,400.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
W-8 2010	Tree Removal	5,800.00	1.000 LS	5,800.00	0.00	0.00	1.00	5800.00	1.00	5800.00	0%	290.00
<b>Total</b>				<b>5,800.00</b>		<b>0.00</b>		<b>5,800.00</b>		<b>5,800.00</b>	<b>100%</b>	<b>290.00</b>
W-9 2020	Demolition and Removal of Existing GST	50,500.00	1.000 LS	50,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>50,500.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
EL-1 2020	Electrical Work	46,600.00	1.000 LS	46,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>46,600.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
TS-1 2020	Trench Safety	3,060.00	1.000 LS	3,060.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
<b>Total</b>				<b>3,060.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	<b>0%</b>	<b>0.00</b>
TS-2 2020	Temporary Fencing	536.00	1.000 LS	536.00	0.00	0.00	0.50	268.00	0.50	268.00	0%	13.40
<b>Total</b>				<b>536.00</b>		<b>0.00</b>		<b>268.00</b>		<b>268.00</b>	<b>50%</b>	<b>13.40</b>
<b>Application Total</b>				<b>1,682,474.00</b>		<b>0.00</b>		<b>138,472.70</b>		<b>138,472.70</b>		<b>6,923.64</b>

WTCPUA  
SWP GST#1

CONTRACTOR PAYMENT SUMMARY

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**Application for Payment No. 1**

Original Contract Price:		\$1,682,474
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,682,474
Total Completed and Stored to Date:		\$138,472.70
Retainage		
5% Work Completed (D+E):	\$138,473	\$6,923.64
5% Stored Material (F):	\$0	\$0
Total Retainage::		\$6,923.64
Amount Eligible to Date:		\$131,549.07
Less Previous Payments:		\$0.00
Amount Due this Application:		\$131,549.07
Balance to Finish, Plus Retainage:		\$1,550,924.94

## ITEM D



**UTILITY CONVEYANCE AGREEMENT BETWEEN  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
AND  
BEE CAVE SELF-STORAGE, LLC  
(Bee Cave Self-Storage)**

Bee Cave Self-Storage, LLC  
2539 S. Gessner Rd., Ste. 13  
Houston, TX 77063 ("**Owner**"), and

JM Utilities, Inc.  
701 Brushy Creek Road  
Cedar Park, TX 78613 ("**Contractor**").

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the "**Agency**"), and **BEE CAVE SELF-STORAGE, LLC**, a Texas limited liability company whose address is 2539 South Gessner Road, Suite 13, Houston, Texas 77063 (herein the "**Seller**").

**RECITALS**

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

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to Bee Cave Self-Storage.

**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:



*An August 18, 2020 Construction Agreement between Bee Cave Self-Storage, LLC and JM Utilities, Inc.*

- (b) **Facilities:** The water and wastewater constructed to serve the Bee Cave Self-Storage project, approximately located within a portion of 1A, Replat of Darrell Dunten Addition and KSS Subdivision, a subdivision in Travis County, Texas, according to the mat or plat of record recorded in Document Number 201700089 of the Official Public Records of Travis County, Texas, and conveyed to Bee Cave Self-Storage, LLC by special warranty deed dated July 6, 2016 and recorded in Document Number 2016107851 of the Official Public Records of Travis County, Texas, and by special warranty deed dated June 30, 2016 and recorded in Document Number 2016106523 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

4. **Representations by Seller.** Seller represents to Agency that:

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

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

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

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

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

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

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

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

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

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

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

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

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred

effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

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

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

ATTEST:

\_\_\_\_\_  
Walt Smith, Secretary  
Board of Directors

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020,  
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility  
Agency, on behalf of said Agency.

(Seal)

\_\_\_\_\_  
Notary Public Signature

**SELLER**

**BEE CAVE SELF-STORAGE, LLC,**  
a Texas limited liability company

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

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

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

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of BEE CAVE SELF-STORAGE, LLC, on behalf of said company.

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

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

My Commission expires: \_\_\_\_\_

## EXHIBIT A – The Facilities

CONTRACT: BEE CAVE SELF-STORAGE  
 CONTRACTOR: J.M. UTILITIES

WATER IMPROVEMENTS			
ITEM	DESCRIPTION	QTY.	UNIT
1	12" DR-14 C900 PVC PIPE	358	LF
2	8" DR-14 C900 PVC PIPE	549	LF
3	6" DR-14 C900 PIPE	7	LF
4	6' DI CL 350 PIPE	58	LF
5	2" HDPE SERVICE PIPE	68	LF
6	12" GATE VALVE	3	EA
7	8" GATE VALVE	4	EA
8	6" GATE VALVE	4	EA
9	5-1/4" FIRE HYDRANTS	3	EA
10	5/8" DOMESTIC METER	1	EA
11	1-1/2" IRRIGATION METER	1	EA

WASTEWATER IMPROVEMENTS			
ITEM	DESCRIPTION	QTY.	UNIT
1	6" SDR-26 PVC PIPE	12	LF
2	CONNECT TO EXISTING WW LINE	1	EA



## 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 BEE CAVE SELF-STORAGE, LLC, a Texas limited liability company, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water and wastewater facilities and improvements constructed to serve property located within the Agency's service area.

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

**SELLER**  
**BEE CAVE SELF-STORAGE, LLC,**  
 a Texas limited liability company

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

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

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

STATE OF TEXAS                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, \_\_\_\_\_ of BEE CAVE SELF-STORAGE, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



## **ITEM E**



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

September 17, 2020

**DRAFT**

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

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

Dear Mr. Buffum:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water and wastewater service for a proposed mixed-use (residential, commercial) development. Service Availability for 185 LUEs of water (160 domestic, 25 irrigation) and 160 LUE's of wastewater allocation are approved subject to the construction of supplementary wastewater infrastructure by the WTCPUA, and the Developer complying with the Service Extension Request (SER) Conditions below:

### **SER CONDITIONS**

1. The Developer enters into a Non-Standard Service Agreement with the WTCPUA for 185 LUEs of water service allocation and 160 LUEs of wastewater service allocation within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.

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

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

Mr. Steven Buffum, P.E.

Page 3

September 17, 2020

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

Sincerely,

Jennifer Riechers  
General Manager

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

## **ITEM F**

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

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

WHEREAS, Developer currently owns and plans to develop approximately 35 acres of land within the WTCPUA’s water and wastewater service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

**ARTICLE I**

**DEFINITIONS, HEADINGS AND INTERPRETATION**

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

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean Stone Development Group, 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 and wastewater 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 and wastewater service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water and wastewater facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water or wastewater service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water or wastewater capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water or wastewater service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water and wastewater treatment and distribution facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank, wastewater treatment plant, wastewater collection system, effluent holding ponds, effluent distribution system and pumping facilities.

**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 160 LUEs of retail water service, 25 LUE's for irrigation purposes, and 160 LUEs of retail wastewater service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail service to Retail Customers located within the Proposed Development that collectively exceeds 185 LUEs water service and 160 LUEs wastewater service, respectively.

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

## **ARTICLE III** **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

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



Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

## **ARTICLE IV**

### **COMMENCEMENT OF SERVICE BY WTCPUA**

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

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

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

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

**Section 4.2 Impact Fees.** Developer and/or Retail Customers in the proposed development shall pay water and wastewater Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water and wastewater Impact Fees for a total of 185 water LUEs and 160 wastewater LUEs.

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

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 185 LUEs of water and 160 LUEs of wastewater have not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years’ Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA’s commitment of 185 LUEs of water service and 160 LUEs of wastewater 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 185 LUEs for which a Retail Customer has not requested water service or 160 LUEs of wastewater service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

**Section 5.2**      **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the

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

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

## **ARTICLE VI**

### **GENERAL PROVISIONS**

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

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

**Section 6.3** **Notices.** Written notice to the respective Parties pursuant to this Agreement must be in writing and may be given via regular U.S. Mail, via electronic mail or by hand delivery to

the addresses of the Parties shown below. A notice shall be deemed delivered on the earlier of (1) the date actually received; or (2) three (3) days after posting in the U.S. Mail. Notice shall be provided to the following addresses:

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

Email: [jriechers@wtcpua.org](mailto:jriechers@wtcpua.org)

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

Email: [salbright@lglawfirm.com](mailto:salbright@lglawfirm.com)

Developer:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

acceptable if performed on the next business day following such Saturday, Sunday or legal holiday. For purposes of this subparagraph, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in Travis County, Texas, for observance thereof.

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

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

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

*[Signature pages to follow]*

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

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

By: \_\_\_\_\_  
Scott Roberts  
President

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

ATTEST:

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

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

**STONE DEVELOPMENT GROUP, LLC**

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

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

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

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

ATTEST:

\_\_\_\_\_

DRAFT

**EXHIBIT A**

DRAFT



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

## **ITEM G**

**ORDER REGARDING ANNUAL REVIEW OF THE INVESTMENT POLICY OF  
THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

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

**WHEREAS**, West Travis County Public Utility Agency (the “Agency”) is a public utility agency governed by Chapter 572 of the Texas Local Government Code; and

**WHEREAS**, the Agency desires to invest funds within the control of the Agency;

**WHEREAS**, pursuant to the Investment Policy and the Public Funds Investment Act, the Agency’s Board of Directors must review the Investment Policy at least annually;

**WHEREAS**, the Agency’s Board of Directors has reviewed the Investment Policy and has determined that no amendments to the Investment Policy are necessary at this time; and

**WHEREAS**, the Investment Policy will be contained in the Agency’s policies.

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

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

Section 2: The Agency’s Board of Directors has reviewed the Agency’s Investment Policy and investment strategies therein, and has determined that no amendments to the Investment Policy are necessary at this time.

Section 3: The Agency’s approved Investment Policy is included as **Attachment A** and is incorporated into this Order for all purposes.

**PASSED AND APPROVED** this 17th day of September 2020.

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Scott Roberts  
President, Board of Directors

ATTEST:

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Walt Smith  
Secretary, Board of Directors

**ATTACHMENT A**  
**INVESTMENT POLICY**

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
FINANCIAL INVESTMENT POLICY**

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

**ARTICLE I**

**DEFINITIONS**

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

- 1.12. Public Funds Collateral Act. “Public Funds Collateral Act” means Chapter 2257, Texas Government Code, as amended from time to time.

## ARTICLE II

### INVESTMENT POLICY

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

but for investment, considering the probable safety of their capital as well as the probable income to be derived.

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

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



## ARTICLE III

### **FINANCIAL MANAGEMENT**

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

**EXHIBIT A**  
**AUTHORIZED INVESTMENTS**

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

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

## **EXHIBIT B**

### **INVESTMENT STRATEGIES**

Investment Strategies in order of priority:

**A. Investment requirements by fund.**

1. General Operating Fund. The Agency will maintain funds in the general checking account at its depository, or any qualified money market fund to cover approximately three months operating requirements. The remaining funds may be deposited into acceptable investments to meet the operating requirements of the Agency, as determined by the annual operating budget adopted by the Board
2. Facilities Fund. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
3. Rate Stabilization Fund. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
4. Impact Fee Fund. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to cover required transfers to the Debt Service Fund or direct payments for capital improvement projects (CIP). The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
5. Debt Service Fund. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required debt service payments. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
6. Capital Projects Fund. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required capital project expense payments. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.

**B. Suitability.** The Agency's Investment Officers must understand the Agency's financial requirements. Appropriate investments will be made to meet the needs of the Agency.

**C. Preservation of Capital.** A safe investment will allow the Agency to recover every dollar invested.

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

**EXHIBIT C**  
**LIST OF AUTHORIZED BROKERS**

ABC Bank	Herring Bank
Allegiance Bank	Hometown Bank, N.A.
Amegy Bank of Texas, N.A.	Houston Community Bank N.A.
BB & T	Icon Bank
Bank of America N.A.	Independent Bank
Bank of New York- Mellon	International Bank of Commerce
Bank of Texas N.A.	Inter National Bank
BBVA Compass Bank	JP Morgan Chase
Business Bank of Texas	Legacy Texas Bank
Cadence Bank	Lone Star Bank
Capital Bank of Texas	Lone Star Investment Pool
Capital Markets Group	Metro Bank, N.A.
Capital One	Moody National Bank
Central Bank	New First National Bank
Chasewood Bank	North Star Bank of Texas
Citibank N.A.	Omni Bank N.A.
Comerica Bank	Pioneer Bank
Comerica Securities	Plains Capital Bank
Commercial State Bank	Plains State Bank
Community Bank of Texas	Post Oak Bank
Community Trust Bank	Preferred Bank
Coastal Securities	Prosperity Bank
First Bank of Texas	R Bank
First Citizens Bank	Regions Bank
First Financial Bank, N.A.	Southwest Securities
First National Bank of Texas	Sovereign Bank
First State Bank of Central Texas	Spirit of Texas Bank
First Texas Bank	State Bank of Texas
Frost National Bank	State Street Bank & Trust Co.
Green Bank	Sterling Capital Management LLC

Stifel Nicolaus  
Tex Star Investment Pool  
Texan Bank  
Texas Capital Bank N.A.  
Texas Class  
Texas Citizens Bank  
Texas Exchange Bank  
Texas First Bank  
The Independent Bankers Bank  
Texas Savings Bank  
Texpool/Texpool Prime  
The Bank of River Oaks  
The Right Bank for Texas

Third Coast Bank  
Trustmark National Bank  
United Bank of el Paso Del Norte  
United Texas Bank  
Unity National Bank  
U. S. Bank  
Wells Fargo Bank, N.A.  
Wells Fargo Brokerage Services, LLC  
Wells Fargo Trust  
Westbound Bank  
West Star Bank  
Whitney Bank  
Woodforest National Bank

## **ITEM H**



## MEMORANDUM OF UNDERSTANDING

The following terms set forth the agreement between the West Travis County Public Utility Agency (the "WTCPUA") and the City of Bee Cave (the "City") regarding the ability of the WTCPUA to request that the City use its eminent domain authority to condemn property for water and/or wastewater facilities within the jurisdiction of the City.

WHEREAS, the WTCPUA is a public utility agency governed by Chapter 572 of the Texas Local Government Code and created pursuant to a Concurrent Ordinance, as amended, Bee Cave Ordinances 104 and 108, approved by the participating entities of Hays County, the City, and Lake Pointe Municipal Utility District<sup>1</sup> (the "Participants"); and

WHEREAS, the Participants entered into the Acquisition, Water Supply, Wastewater Treatment and Conditional Purchase Agreement (the "Participant Agreement") with the WTCPUA relating to water and wastewater treatment services; and

WHEREAS, the Participant Agreement recognizes that the Participants created the WTCPUA to plan, finance, acquire, construct, own, operate, and maintain facilities necessary to provide water and wastewater treatment for the Participants; and

WHEREAS, it is necessary for the WTCPUA to obtain property rights for the operation, construction, and maintenance of the water and wastewater system;

WHEREAS, the WTCPUA does not have eminent domain authority; and

WHEREAS, the City, as a home-rule municipality, has eminent domain authority; and

WHEREAS, the WTCPUA desires to request that the City use its eminent domain authority as outlined in Sections 251.001 and 552.011 of the Texas Local Government Code to condemn property rights for WTCPUA facilities necessary to provide continuous water and wastewater treatment services to current and future customers of the WTCPUA;

NOW THEREFORE, the WTCPUA and the City enter into this Memorandum of Understanding (the "MOU") and understand and agree to the following:

1. The City and the WTCPUA agree that the WTCPUA may request that the City use its eminent domain authority to condemn real property rights determined by the WTCPUA to be necessary to the operation, maintenance, repair, and construction of facilities necessary to provide water and/or wastewater treatment services to current and future customers of the WTCPUA.
2. The acquisition of real property rights by purchase or by proceedings in eminent domain, shall be paid exclusively from WTCPUA funds and disbursed to the sellers/condemnees as provided by law.

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<sup>1</sup> Lake Pointe Municipal Utility District is a successor in interest to West Travis County Municipal Utility District No. 5.

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

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~~2.3.~~ The WTCPUA shall use all reasonable efforts to acquire such necessary real property rights prior to requesting that the City exercise its eminent domain authority.

~~3.4.~~ If the City agrees to use its eminent domain authority for the benefit of the WTCPUA, the WTCPUA agrees to pay any legal, ~~or~~ engineering, appraisal and other costs associated with pursuing condemnation of a real property interest, including legal costs relating to the defense of any challenge to the condemnation action or for the defense of any objections/appeals to the Special Commissioners' Award.

~~4.5.~~ The parties may modify this MOU only by mutual consent. Any modification shall be effective only if written, signed by the authorized representatives of each Party, and attached to this MOU.

Effective and agreed to as of the date of the last signature.

*[Signature pages to follow]*

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

**CITY OF BEE CAVE**

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

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

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

**ATTEST:**

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

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

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

Memorandum of Understanding regarding Eminent Domain (City of Bee Cave)

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President

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

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_, Secretary

# ITEM I

**West Travis County  
Public Utility Agency**

**Agreed Upon Procedures Report  
of Reimbursable Costs for  
Highpointe Phase 1, Section 3B**

MAXWELL  
& LOCKE  
RITTER





MAXWELL LOCKE & RITTER LLP

Accountants and Consultants  
an Affiliate of Citigroup Financial Group  
300 15th St. 370 3800, fax 512 370 3250  
www.mlr.com

Austin: 400 Congress Avenue, Suite 1100  
Austin, TX 78701

Round Rock: 400 West Main Street, Suite 300  
Round Rock, TX 78664

## Independent Accountants' Report on Applying Agreed-Upon Procedures

To the Board of Directors of  
West Travis County Public Utility Agency

Dear Board Members:

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you with respect to reimbursable costs associated with the internal water facilities installed within Highpointe Phase 1, Section 3B, as set forth in the accompanying Schedule A. The West Travis County Public Utility Agency's ("PUA") management is responsible for the PUA's accounting records. The sufficiency of these procedures is solely the responsibility of the Board of Directors and management of the PUA, the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed are as follows:

1. Information for the costs used to construct internal water facilities within Highpointe Phase 1, Section 3B to be reimbursed to the developer was obtained from inspection of reimbursable costs and related supporting documentation.
2. Information for the eligibility of costs to be reimbursed to the developer was evaluated against the Utility Facilities Acquisition Agreement entered into between the Lower Colorado River Authority and the developer and was corroborated with the Texas Commission on Environmental Quality rules governing developer reimbursement.

Affiliated Company  
ML&R WEALTH MANAGEMENT LLC

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

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the accompanying Schedule A and does not extend to any financial statements of the PUA taken as a whole.

This report is intended solely for the information and use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

*Maxwell Locke & Ritter LLP*

Austin, Texas

September 17, 2020



**Schedule A**  
**West Travis County Public Utility Agency**  
**Calculation of Reimbursable Costs to be Paid to**  
**HM Highpointe Development, Inc. in Accordance with the**  
**Utility Facilities Acquisition Agreement**  
**Dated February 11, 2003, as Amended and Assigned**

Description	Reimbursable Costs	Allowable Interest (1)
<b>Developer Contribution Items:</b>		
Cash Construction Co.		
Highpointe Phase I, Section 3B		
Erosion Control, Street Excavation & ROW Clearing, and Water Improvements	\$ 448,077	
Less Ineligible Portion of Costs	(165,268) (2)	
Less Developer Share	<u>(84,843) (3)</u>	\$ 197,966
Interest accrued at 3.9403184%		\$ 2,966
Various		
Engineering Utility and Design	144,245	
Less Ineligible Portion of Costs	(128,301) (2)	
Less Developer Share	<u>(4,783) (3)</u>	11,161
Interest accrued at 3.9403184%		537
Capitol Environmental		
SWPPP Inspections	800	
Less Ineligible Portion of Costs	(711) (2)	
Less Developer Share	<u>(27) (3)</u>	62
Interest accrued at 3.9403184%		2
Various		
Plat/Plan Fees	5,860	
Less Ineligible Portion of Costs	(5,213) (2)	
Less Developer Share	<u>(194) (3)</u>	453
Interest accrued at 3.9403184%		32
MLA Geotechnical		
Soil Testing	17,431	
Less Ineligible Portion of Costs	(15,504) (2)	
Less Developer Share	<u>(578) (3)</u>	1,349
Interest accrued at 3.9403184%		24
Reimbursable Costs Due to HM Highpointe Development, Inc.	<u>\$ 210,991</u>	
Allowable interest through September 17, 2020		<u>\$ 3,561</u>
Number of LUEs in Highpointe Phase I, Section 3B	<u>61</u>	
Total Reimbursable Costs per LUE	<u>\$ 3,459</u>	

(1) Interest is calculated through the first annual reimbursement date of September 17, 2020. However, in accordance with the Utility Facilities Acquisition Agreement, allowable developer interest shall not be included in the annual reimbursement amount until all developer interest for the system being reimbursed has been earned (100% connected). Interest amount is limited to a maximum of 2 years in accordance with TAC 30, Rule 293.5(a) and calculated using the interest rate from the \$15,595,000 West Travis County Public Utility Agency Revenue Bonds, Series 2019.

(2) In accordance with the Utility Facilities Acquisition Agreement, certain costs are considered ineligible for reimbursement.

(3) In accordance with the Utility Facilities Acquisition Agreement, the developer is responsible for 30% of all eligible reimbursable costs.

## **ITEM J**

**CONSENT TO ASSIGNMENT**  
**(SAWYER RANCH)**

West Travis County Public Utility Agency (the “**WTCPUA**”) hereby consents to the assignment by the 290 Sawyer Ranch DS, LLC (the “**Grantor**”) to the Falconhead Offices, LLC (the “**Grantee**”) of that certain Agreement for the Provision of Nonstandard Retail Water Service dated March 20, 2019 (the “**Agreement**”).

**RECITALS**

The WTCPUA, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code and Grantor, a Texas limited liability company, are parties to the Agreement.

Grantor has conveyed or plans to convey Lot 1A of the Amended Plat of 290 Sawyer Ranch, according to the plat of record recorded as Document No. 19034814 in the Official Public Records of Hays County, Texas, to Grantee, and in connection with that conveyance, has assigned to Grantee and Grantee has assumed all of Grantor’s rights, duties and liabilities, including the assignment of 7 LUEs of reserved water capacity and payment of all obligations, including fees, rates, and charges, under the Agreement. This assignment was executed in the Deed of Trust and Security Agreement (the “**Assignment**”) executed by Grantor and Grantee dated July 15, 2020, and attached hereto as **Exhibit A**.

Grantor requested that WTCPUA consent to the Assignment of the Agreement, including the assignment of 7 LUEs of reserved water capacity and all obligations under the Agreement.

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

Falconhead Offices, LLC  
*Steve Harren*  
317 Grace Lane #240  
Austin, TX 78746  
*steveharren@aol.com*

**AGREEMENT**

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

EFFECTIVE as of September 17, 2020.

**West Travis County Public Utility Agency**

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

**ATTEST:**

By: \_\_\_\_\_  
Walt Smith, Secretary  
WTCPUA Board of Directors



**EXHIBIT A**

03 2755391 HOK/ep

WHEN RECORDED RETURN TO:

Kessler Collins, PC  
2100 Ross Avenue, Suite 750  
Dallas, Texas 75201  
Attention: Gary S. Kessler

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED OF TRUST AND SECURITY AGREEMENT**

THE STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF TARRANT               §

THIS DEED OF TRUST AND SECURITY AGREEMENT is executed to be effective as of July 15, 2020, by SAWYER OFFICES LLC (collectively, "**Grantor**"), whose address is 317 Grace Lane, Suite 240, Austin, Texas 78746 to Gary S. Kessler, as "**Trustee**", the address for whom is 2100 Ross Avenue, Suite 750, Dallas, Texas 75201, as follows:

**A. DEFINITIONS.** The following terms shall have the defined meaning ascribed to such terms as set forth below:

1. "**Beneficiary**" shall mean 290 Sawyer Ranch DS, LLC, as well as any subsequent holder or holders of the Note (as defined below).

2. "**Code**" shall mean the Texas Business and Commerce Code, as now written or as hereafter amended or succeeded.

3. "**Deed of Trust**" shall mean the Deed of Trust and Security Agreement evidenced by this document.

4. "**Environmental Laws**" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other government restrictions and requirements now or at any time hereafter in effect, as amended, relating to environmental pollution, contamination or other impairment of nature, any Hazardous Materials (as defined below) or other toxic substances of any nature, whether liquid, solid and/or gaseous, including smoke, vapor, fumes, soot, acids, alkalis, chemicals, wastes, by-products, and recycled materials, or relating to the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal thereof. "**Environmental Laws**" shall also include all orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved under any Environmental Laws relating to the Property (as defined below).

5. **"Event of Default"** shall mean any occurrence described in Section D hereof.

6. **"Fixtures"** shall mean all materials, supplies, equipment, apparatus, furnishings and other items now or at any time hereafter attached to, installed in, situated on or in or used (temporarily or permanently) in connection with any of the Improvements (as defined below) or the Land (as defined below) or which in some fashion are deemed to be fixtures to the Improvements or the Land under applicable law, and all renewals, replacements and substitutions thereof and additions thereto, all income and profits therefrom, all products thereof, and all proceeds thereof, including, but not limited to, any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, stokers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, elevators, mail conveyors, escalators, compressors, furnaces, cleaning, call and sprinkler systems, fire extinguishing apparatus, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling systems, computers, computer equipment, radios, televisions, telephone and communication equipment, water, gas and electric equipment, disposals, dishwashers, washers, dryers, refrigerators and ranges, kitchen and cafeteria equipment, and recreational equipment and facilities of all kinds, and such other goods, chattels and personal property as are ever furnished by landlords in letting or operating a furnished or unfurnished building, or which are now or hereafter attached to the Improvements by nails, screws, bolts, pipe connections, masonry or in any other manner, and built-in equipment of every nature, all of which property and things are hereby declared to be permanent accessions to the Land.

7. **"Governmental Authority"** shall mean any and all governmental or quasi-governmental entities of any nature whatsoever, whether federal, state, county, district, city or otherwise, and whether now or hereafter in existence and whether foreseen or unforeseen, ordinary or extraordinary.

8. **"Grantor"** shall mean the party or parties, whether one or more, first identified in this Deed of Trust by typed or handwritten insertion, as well as the successors, assigns, heirs and legal representatives of such party or parties.

9. **"Hazardous Materials"** shall mean (A) asbestos in any form; (B) urea formaldehyde foam insulation; (C) polychlorinated biphenyls; (D) crude oil and fractions, fuel oil, gasoline, other petroleum products or by-products, or (E) any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous, controlled or toxic substances, pollutants or contaminants defined in or controlled pursuant to any Environmental Laws, or which, even if not so regulated, may or could pose a hazard to the health or safety of the occupants of the Property or the owners of the Property.

10. **"Impositions"** shall mean all rates and charges now or hereafter assessed, levied or imposed upon the Property (as defined below) or incurred in connection with the ownership, use, occupancy or enjoyment of the Property, including, without limitation, all premiums for insurance policies required herein, taxes (both realty and personalty), water, gas, sewer, electricity, telephone and other utilities charges of any nature whatsoever, assessments and all amounts payable under any easement, license or other agreement which now or hereafter affects the Property, together with all interest, costs or penalties payable with respect to any of the foregoing.

11. “**Improvements**” shall mean any and all buildings, parking areas and other structures and improvements, and any and all additions, alterations or appurtenances thereto, now or at any time hereafter placed or constructed upon the Land or any part thereof.

12. “**Indebtedness**” shall mean the principal, interest and all other amounts advanced for purchase and due under the Note or secured by this Deed of Trust, including amounts advanced to pay all or any portion of any indebtedness now or hereafter secured by the Property (notwithstanding that the creation of same may constitute a default hereunder).

13. “**Land**” shall mean the real property (and/or any and all interest therein) described in Exhibit “A” attached hereto and incorporated herein by this reference, and all Improvements and Fixtures, and all rights, titles and interests appurtenant thereto.

14. “**Legal Requirements**” shall mean any and all of the following that may now or hereafter be applicable to Grantor or the Property: (a) judicial decisions, statutes, codes, acts, orders, decrees, injunctions, requirements, directions, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority including, without limitation, all applicable zoning and subdivision ordinances and building codes and all applicable health laws and restrictions; (b) restrictions of record; and (c) other written or oral agreements or promises of any nature.

15. “**Note**” shall mean that certain Real Estate Lien Note (the terms of which are incorporated herein by reference) dated on the date hereof, executed by Grantor, and payable to the order of Beneficiary, in the initial principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000), which Note matures as provided therein, subject to extension as provided in the Note, and all extensions, renewals, amendments, increases and modifications thereto or thereof and all other promissory notes or evidences of indebtedness given in substitution or replacement therefor.

16. “**Obligations**” shall mean any and all of the covenants, warranties, representations, agreements and other obligations (other than to repay the Indebtedness) made or undertaken by Grantor, or any Obligated Party, under the Security Documents or Legal Requirements.

17. “**Obligated Party**” shall mean Grantor or other party (other than Grantor) directly or indirectly obligated, primarily or secondarily, for any portion of the Indebtedness or for the performance of any of the Obligations.

18. “**Personalty**” shall mean all of the personal property (other than the Fixtures) of any kind as defined in Chapter 9 of the Code, including, but not limited to, all furniture, furnishings, equipment, machinery, goods, general intangibles, chattel paper, instruments, documents, minerals, crops, timber, money, accounts, contract rights, and inventory, now or hereafter attached to, installed, placed or used on, within or about, or in connection with, or which is acquired for such attachment, installation, placement or use in, on or about, or which arises out of the development, improvement, financing, leasing, operation or use of the Land, Improvements, Fixtures, or other goods located on, within or about the Land or Improvements, together with all additions, accessions, accessories, amendments, and modifications thereto, extensions, renewals, enlargements, and proceeds thereof, substitutions and/or replacements therefor and income and



profits therefrom, including but not limited to any and all window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, stokers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, elevators, mail conveyors, escalators, compressors, furnaces, cleaning, call and sprinkler systems, fire extinguishing apparatus, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling systems, computers, computer equipment, radio, television, telephone and communication equipment, water, gas and electric equipment, disposals, dishwashers, washers, dryers, refrigerators and ranges, kitchen and cafeteria equipment, and recreational equipment and facilities of all kinds, and such other goods, chattels and personal property as are ever furnished by landlords in letting or operating a furnished or unfurnished building, plans, specifications, surveys, drawings, contracts, subcontracts, loan commitments, loan agreements, financing arrangements, construction, management, maintenance, service, sales and other contracts, bonds, leases, rent rolls, books and records, invoices, bills, stationery, lease forms, advertising materials and other printed forms, insurance policies and warranties relating to any of the Property, unearned insurance premiums, deposits (including without limitation tenant and utility security deposits and deposits for taxes, insurance or otherwise made pursuant to any deed of trust or other instrument securing payment of the indebtedness of Grantor to Beneficiary), funds, accounts, contract rights, notes, chattel paper, instruments and documents arising from or by virtue of any transactions related to the Property, and rentals and other sums due under any leases, written or verbal, with respect to the Property, trademarks, service marks, trade names, other names, telephone numbers, contract rights, symbols and other intangibles, permits, licenses, franchises, certificates and other rights and privileges obtained or used in connection with the Property, and the proceeds thereof, including without limitation proceeds from insurance (including without limitation, title, casualty and liability insurance), proceeds from condemnation and threatened condemnation of the Property, and the products of the Property.

19. **"Property"** shall mean the Land, Improvements, Fixtures and Personalty, together with all or any part of, and any interest in, the following: (a) rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in any way pertaining thereto, and rights, titles, and interests of Grantor in and to any sewer rights, water courses, water rights and powers, streets, ways, alleys, gores, strips of land adjoining the Land or any part thereof; (b) additions, substitutions, replacements, revisions, extensions, improvements and betterments thereof and thereto and all reversions and remainders therein; (c) all of Grantor's right, title and interest in and to any award, remuneration, settlement or compensation heretofore or hereafter made by any Governmental Authority to Grantor with respect thereto, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements; (d) subject to the release provisions contained herein, all proceeds arising from or by virtue of the sale, lease or other disposition of all or any part of the property described in this paragraph (consent to same not granted or to be implied hereby); (e) all proceeds (including premium refunds) payable or to be payable under each policy of insurance (including without limitation, title, casualty and liability insurance) relating to the property described in this paragraph; and (f) other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness or the performance and discharge of the Obligations.

20. **"Security Documents"** shall mean the Note, this Deed of Trust and all other instruments, documents or other writings now or hereafter executed by Grantor or any Obligated

Party pertaining to or as security for the payment of the Indebtedness or the performance of the Obligations.

21. **"Superior Lien(s)"** shall mean all liens and collateral documentation now or hereafter entered into securing all existing and future indebtedness owed or to be owed by Grantor to one or more third party lenders for the development of the Property, which loans, as amended, extended, refinanced, renewed or modified from time to time, may be collateralized by one or more liens on the Property (or any part thereof) in an amount in the aggregate not to exceed \$10,700,000.00 (the **"Senior Obligation"**), which Senior Obligation will be superior to the indebtedness owed under the Note and to any liens securing the indebtedness under this Note (including but not limited to this Deed of Trust). The Superior Liens include (i) all amendments, modifications, renewals and extensions of the Superior Liens, all notes evidencing the Senior Obligation, and all other collateral documents executed in conjunction with any such Senior Obligation, as may be effective from time to time, including but not limited to subordination agreement as may be required from time to time by third party lenders holding a Superior Lien.

22. **"Trustee"** shall mean the person named in the recitals as such, and his/her substitutes, successors and assigns.

**B. GRANT.** To secure the full and timely payment of the Indebtedness and performance of the Obligations, and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid by Beneficiary to Grantor, the receipt and legal sufficiency of which are hereby acknowledged, Grantor has GRANTED, BARGAINED, ASSIGNED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, ASSIGN, SELL and CONVEY, unto Trustee the Property in trust hereunder, for the use and benefit of Beneficiary, TO HAVE AND TO HOLD the Property unto Trustee forever.

**Notwithstanding anything to the contrary herein contained, the lien created by this deed of trust will be subordinate to the Superior Liens. Further, if default occurs in payment of any part of principal or interest of the promissory note secured by a Superior Lien or in observance of any covenants of the deed of trust securing it, the entire debt secured by this deed of trust will immediately become payable at the option of Lender.**

**C. WARRANTIES, REPRESENTATIONS, COVENANTS AND OTHER AGREEMENTS.** Grantor unconditionally warrants, represents, covenants and agrees that:

1. The Obligations set forth in the Security Documents are legal, valid and binding on Grantor and any Obligated Party, in accordance with their respective terms, and the execution and delivery of, and performance under, the Security Documents: (a) are within Grantor's powers and have been duly authorized by all requisite action (corporate, partnership, trust or otherwise); (b) have received all requisite approval by any and all Governmental Authorities; and (c) will not violate, conflict with, breach or constitute a default under, any Legal Requirements or result in the imposition of any lien, charge or encumbrance of any nature upon any of Grantor's assets, except as contemplated in the Security Documents.

2. Subject to the Superior Liens, this Deed of Trust shall constitute a valid, subsisting, subordinate lien on the Land, Improvements and Fixtures and a valid, subsisting, perfected and subordinate security interest in and to the Personalty and Leases, subject to all encumbrances, easements and other matters filed of record in the Real Property Records of Hays County, Texas (the "Permitted Exceptions"), but only to the extent that such Permitted Exceptions are valid, subsisting and, in fact, affect the Property.

3. Grantor and each Obligated Party are now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or against any of them, and all reports, statements, cost estimates and other data, furnished by or on behalf of any of them are true, complete and correct.

4. Grantor will use reasonable efforts to promptly and fully comply with all present and future Legal Requirements, and the Property and all Improvements to be included by Grantor in the Property comply or will comply with all Legal Requirements. If all or any part of the Property or any interest therein has been, is being, or will be acquired with any funds other than the proceeds of the Indebtedness, Grantor represents and warrants that such funds are not a product of, and are not traceable to, an exchange for narcotics or other transaction in violation of applicable laws, and that such funds and the proceeds of the Indebtedness are not being used or intended to be used to facilitate any violations of law.

5. Grantor will duly and punctually: (a) pay the Indebtedness, as and when called for in the Security Documents; (b) use reasonable efforts to perform all of the Obligations, in full, on or before the dates same are to be performed; and (c) except as otherwise provided in the Security Documents, cause each of the Impositions to be paid and discharged not later than the delinquency dates thereof and furnish Beneficiary with evidence of such payment.

6. Grantor shall maintain customary and reasonable insurance policies providing coverage for the Property and all aspects thereof, including, without limitation, the Improvements, and, in the case of loss, Grantor shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward repair and/or restoration of the Property or for the erection of new improvements, or for any other purpose satisfactory to Grantor. Subject to the Superior Liens, in the event of a foreclosure of this Deed of Trust, the purchaser of the Property shall succeed to all the rights of Grantor, including any right to unearned premiums, in and to all policies of insurance obtained and delivered to Beneficiary pursuant to the provisions of this Paragraph 6 of this Section C. Grantor shall also obtain and maintain in force and effect at Grantor's expense such liability and other insurance policies as Grantor deems prudent, subject to Beneficiary's approval.

7. Grantor will permit Trustee or Beneficiary, and their agents, attorneys, representatives and employees, to enter upon and inspect the Property at all reasonable times and intervals; provided, however, Trustee and Beneficiary shall not unreasonably interfere with the use of the Property as a result of such inspections.

8. Grantor will promptly and timely pay all (i) taxes, federal, state and local, and assessments levied or assessed against the Property, and (ii) debts and liabilities of any character, including without limitation, all debts and liabilities for labor, material and equipment incurred by Grantor in Grantor's construction, operation or development of the Property, and will complete in

a good and workmanlike manner any Improvements that may be constructed or repaired thereon by Grantor.

9. Upon request from time to time and at any time, Grantor and Beneficiary will promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or the Security Documents, and will execute and deliver any and all additional instruments as may be reasonably requested by Grantor or Beneficiary to correct such defect, error or omission.

10. Grantor will give immediate written notice to Beneficiary of any condemnation proceeding or casualty loss affecting the Property and in each such instance, afford Beneficiary an opportunity to participate in any such proceeding or in the settlement of any awards thereunder.

11. Grantor will not use or occupy, or permit any use or occupancy of, the Property in any manner which: (a) violates any Legal Requirements; (b) may be dangerous; (c) constitutes a public or private nuisance; or (d) makes void or voidable any insurance on the Property.

12. Grantor will not permit: (a) any material waste or deterioration of any part of the Property; or (b) any of the currently existing Fixtures or Personalty, if any, to be removed at any time from the Land or Improvements unless the removed item is removed temporarily for maintenance and repair, has no material value, or, if removed permanently, is replaced by an article of at least equal suitability and value, and owned by Grantor free and clear of any other lien or security interest.

**D. EVENTS OF DEFAULT.** The term “Event of Default,” as used in this Deed of Trust, shall mean the occurrence at any time and from time to time, of any one or more of the following:

1. Any portion of the Indebtedness or any other payment or deposit to be made by Grantor shall fail to be paid when due, which failure continues for more than fifteen (15) days after written notice to Grantor of such failure.

2. Any of the Obligations or any covenant or agreement contained herein or in any other Security Documents shall fail to be discharged fully and timely, which failure continues for more than twenty (20) days after written notice to Grantor of such failure, or if such failure can not be reasonably cured within such twenty (20) day period, if Grantor does not commence to cure such failure within such twenty (20) day period and thereafter proceed to cure such failure.

3. Any representation or warranty contained herein is now or hereafter false, misleading or erroneous in any material respect.

4. Grantor, or any Obligated Party, shall: (a) voluntarily be adjudicated a bankrupt or insolvent; (b) seek, consent to or not contest the appointment of a receiver or trustee for itself or himself or for all or substantially all of its or his property; (c) file a petition seeking relief under bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or any other competent jurisdiction; (d) make a general assignment for the benefit of its or his creditors; or (e) admit in writing its or his inability to pay its or his debts as they mature.

5. A petition is filed against Grantor or any Obligated Party seeking relief under bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or other competent jurisdiction, and such petition is not withdrawn or discharged within sixty (60) days, or a court of competent jurisdiction enters an order, judgment or decree appointing a receiver or trustee for any part of Grantor's or any Obligated Party's property.

6. [Intentionally omitted].

7. The holder of any lien or security interest on the Property (notwithstanding that the creation of the same may constitute a separate default hereunder) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder and such proceedings are not dismissed within sixty (60) days.

8. A final judgment shall be entered against Grantor or any other Obligated Party, and if, within sixty (60) days after any entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged.

9. In the reasonable opinion of the Beneficiary there exists any condition and/or circumstance which constitutes an uncorrected violation by Grantor of any Environmental Laws, or any condition which requires, or may require, a clean up, removal, or other remedial action by Grantor under any Environmental Laws, and such clean up, removal or other remedial action is not promptly initiated by Grantor within thirty (30) days from the date of written notice from the Beneficiary to Grantor and diligently pursued thereafter.

10. Any default or breach shall occur under the Note or any other Security Documents.

**E. DEFAULT AND FORECLOSURE.** Subject to the terms, provisions and conditions of the Superior Liens:

1. If an Event of Default shall occur, Beneficiary may, at Beneficiary's sole election and by or through Trustee or otherwise, exercise any or all of the following:

(a) Declare all unpaid amounts under the Note and any other unpaid portion of the Indebtedness immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Grantor), whereupon the same shall become immediately due and payable.

(b) Enter upon the Property and take exclusive possession thereof and of all books, records and accounts relating thereto, and, if necessary to obtain such possession, Beneficiary may invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title and writ of restitution.

(c) Hold, lease, manage, operate or otherwise use or permit the use of the Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Beneficiary may deem prudent under the circumstances

(making such repairs, alterations, additions and improvements thereto and taking such other action from time to time as Beneficiary shall deem necessary or desirable).

(d) Sell or offer for sale the Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder for cash at public auction. Such sale shall be made at the courthouse door of the county where the Land is situated (or if the Land is situated in more than one county, then the Property shall be sold at the courthouse door of any of such counties as designated in the notices of sale provided for herein) on the first Tuesday of any month between 10:00 A.M. and 4:00 P.M. after giving adequate legal notice of the time, place and terms of sale, by posting or causing to be posted written or printed notices thereof for at least twenty-one (21) consecutive days preceding the date of said sale at the courthouse door of the foregoing county, and if the Land is situated in more than one county, one notice shall be posted at the courthouse door of each county in which the Land is situated, and by filing or causing to be filed a copy of the written or printed notice in the office of the county clerk of the foregoing county, and if the Land is situated in more than one county, one copy of the notice shall be filed with the county clerk of each county in which the Land is situated, and by Beneficiary serving written notice of such proposed sale on each debtor obligated to pay the Indebtedness, at least twenty-one (21) days preceding the date of said sale by certified mail at the most recent address for such parties in the records of Beneficiary, or by accomplishing all or any of the aforesaid in such manner as permitted or required by Section 51.002 of the Texas Property Code (as now written or as hereafter amended or succeeded) relating to the sale of real estate and/or by Chapter 9 of the Code relating to the sale of collateral after default by a debtor or by any other present or subsequent laws. At any such sale: (i) Trustee shall not be required to have physically present, or to have constructive possession of, the Property (Grantor hereby covenanting and agreeing to deliver to Trustee any portion of the Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale; (ii) each instrument of conveyance executed by Trustee shall, if Beneficiary so desires, contain a general warranty of title, binding upon Grantor; (iii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and by appointment of any successor Trustee hereunder; (iv) any and all prerequisites to the validity of such sale shall be conclusively presumed to have been performed; (v) the receipt of Trustee or of such other party making the sale shall be a sufficient discharge to the purchaser for his purchase money and no such purchaser, or his assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; (vi) Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against any and all other persons claiming or to claim the property sold or any part thereof; and (vii) Beneficiary may be a purchaser at any such sale.

(e) Upon, or at any time after, commencement of foreclosure of the lien and security interest provided for herein, or any legal proceedings hereunder, make application to a court of competent jurisdiction as a matter of strict right and without notice to Grantor or regard to the adequacy of the Property for the repayment of the Indebtedness, for appointment of a receiver of the Property and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases.

(f) Exercise any and all other rights, remedies and recourses granted under the Security Documents or as may be now or hereafter existing in equity or at law, by virtue of statute or otherwise.

2. Should the Property be sold in one or more parcels, the right of sale arising out of any Event of Default shall not be exhausted by any one or more such sales, but other and successive sales may be made until all of the Property has been sold or until the Indebtedness has been fully satisfied.

3. All rights, remedies and recourses of Beneficiary granted in the Security Documents or otherwise available at law or in equity: (a) shall be cumulative and concurrent; (b) may be pursued separately, successively or concurrently against Grantor, any Obligated Party, the Property, or any of them, at the sole discretion of Beneficiary; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) shall be non-exclusive.

4. Beneficiary may release, regardless of consideration, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests evidenced by the Security Documents, or affecting the obligations of Grantor or any Obligated Party to pay or perform, as their interests may appear, the Indebtedness or Obligations. For payment of the Indebtedness, Beneficiary may resort to any of the security therefor in such order and manner as Beneficiary may elect. No security heretofore, herewith or subsequently taken by Beneficiary shall in any manner impair or affect the security given by the Security Documents, and all security shall be taken, considered and held as cumulative. No transfer of the Property, no forbearance by Beneficiary and no extension of the time for the payment of the Indebtedness or the performance of the Obligations granted by Beneficiary shall release, discharge or affect in any way Grantor's or any Obligated Party's liability hereunder.

5. Grantor hereby irrevocably and unconditionally waives and releases: (a) all benefits that might accrue to Grantor by virtue of any present or future law exempting the Property from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; (b) all notices of any Event of Default or of Beneficiary's or Trustee's exercise of any right, remedy or recourse provided for under the Security Documents except as provided in the Security Documents or required by law; and (c) any right to a marshaling of assets or a sale in inverse order of alienation.

6. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Security Documents and shall thereafter elect to discontinue or abandon same

for any reason, Beneficiary shall have the unqualified right so to do and, in such event, Grantor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Security Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if same had never been invoked.

7. Any proceeds of any sale, or other amounts generated by the holding, leasing, operation or other use of the Property shall be applied in the following orders of priority: (a) first, to the payment of all costs and expenses of taking possession of the Property and of holding, leasing, operating, using, repairing, improving and selling the same, including, without limitation, fees and expenses of the Trustee and attorneys retained by Beneficiary or Trustee; fees of any receiver or accountants; recording and filing fees; court costs; costs of advertisement, and the payment of any and all Impositions, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Deed of Trust (except those to which the Property has been sold subject to and without in any way implying Beneficiary's consent to the creation thereof); (b) second, to the payment of all accrued and unpaid interest due on the Note; (c) third, to the payment of the unpaid principal balance of the Note; (d) fourth, to the payment of all amounts, other than unpaid principal and accrued interest on the Note, which may be due to Beneficiary under the Security Documents, together with interest thereon as provided therein; (e) fifth, to the payment of the unpaid Indebtedness; and (f) sixth, to Grantor.

8. In addition to the remedies set forth in this Section E, upon the occurrence of an Event of Default, the Beneficiary and Trustee shall, in addition, have available to them the remedies set forth in Section G herein, as well as all other remedies available to them at law or in equity.

**F. CONDEMNATION AND OTHER AWARDS:** Subject to the rights of the holder of the Superior Liens, all judgments, decrees or awards now or hereafter made for injury or damage to the Property, or awards, settlements or other compensation now or hereafter made by any Governmental Authority, including those for any variation of, or change of grade in, any streets affecting the Land or the Improvements, shall belong to Grantor except that Beneficiary will receive the applicable release price that will be applied to the Indebtedness secured hereby.

**G. SECURITY AGREEMENT.** Grantor hereby grants to Beneficiary a security interest in and to certain property as follows:

1. This Deed of Trust shall also constitute and serve as a "Security Agreement" on personal property and fixtures within the meaning of, and shall constitute a first and prior security interest under Chapter 9 of the Code, with respect to the Personalty, Fixtures and Leases. To this end, Grantor has Granted, Bargained, Conveyed, Assigned, Transferred and Set Over, and by these presents does Grant, Bargain, Convey, Assign, Transfer and Set Over, unto Trustee, for the benefit of Beneficiary as a secured party, a first and prior security interest in all of Grantor's right, title and interest in, to and under the Personalty, Fixtures and Leases, in trust, to secure the full and timely payment of the Indebtedness and performance of the Obligations.

2. Grantor agrees to execute and deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and such further assurances as Beneficiary may, from time to time, consider necessary to create, perfect, and preserve the security interest



herein granted, and Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to create, perfect and preserve such security interest.

3. Beneficiary, as well as Trustee on Beneficiary's behalf, shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures and Leases afforded a "Secured Party" by Chapter 9 of the Code, in addition to, and not in limitation of, the other rights, remedies and recourses afforded Beneficiary and/or Trustee by the Security Documents.

4. The security interest herein granted shall not be deemed or construed to constitute Trustee or Beneficiary as a trustee in possession of the Property, to obligate Trustee or Beneficiary to lease the Property, or to take any action, incur any expenses or perform any obligation whatsoever under any of the Leases or otherwise.

5. Upon the occurrence of an Event of Default and at any time thereafter:

(a) Trustee or Beneficiary shall have, with regard to the Personalty and Fixtures, the remedies provided in this Deed of Trust and in the Code (no such remedy granted by the Code being excepted, modified or waived herein). Trustee or Beneficiary may use his or its discretion in exercising the rights and electing the remedies; provided, however, all acts shall be in compliance with the standards of the Code, where applicable and required. For purposes of the notice requirements of the Code and this Section G, it is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, is reasonable notice.

(b) Trustee or Beneficiary shall be entitled, acting in his or its sole discretion, to apply the proceeds of any disposition of the Personalty and Fixtures in the order set forth in Chapter 9 of the Code, or, if allowed by the Code, in the order set forth in Paragraph 7 of Section E hereof.

(c) Notwithstanding anything herein to the contrary, Beneficiary, or the Trustee, acting on Beneficiary's behalf, may at its or his option, dispose of the Fixtures and Personalty in accordance with Beneficiary's rights and remedies in respect of the Land pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Code.

6. Beneficiary may require Grantor to assemble the Personalty and Fixtures and make them available to Beneficiary or Trustee at a place to be designated by Beneficiary that is reasonably convenient to both parties. All expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Personalty and Fixtures and the like which are incurred or paid by Beneficiary as authorized or permitted hereunder, including also all attorneys' fees, legal expenses and costs, shall be added to the Indebtedness and Grantor shall be liable therefor.

7. As to the Personalty and Fixtures, this Deed of Trust shall be effective as a financing statement when filed for record in the Real Property Records of any county in which any portion of the Land is located. The record owner of the Land is Grantor, whose mailing address is set forth herein. Information concerning the security interest created hereby may be obtained from Beneficiary at its address set forth above.

**H. THE TRUSTEE.** The following provisions shall govern with respect to the Trustee:

1. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith or any agent acting on his behalf, or be otherwise responsible or accountable to Grantor under any circumstances whatsoever, nor shall Trustee be personally liable in case of entry by him, or any agent acting on his behalf, or anyone entering by virtue of the powers herein granted, upon the Property for debts contracted or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by him in the performance of his duties hereunder and to reasonable compensation for such of his services hereunder as shall be rendered. Grantor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify him against any and all liability and expenses which may be incurred by him in the performance of his duties.

2. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any money received by him hereunder.

3. Trustee may resign at any time with or without notice. If Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to execute the same when requested by Beneficiary so to do, or if, for any reason, Beneficiary shall prefer to appoint a substitute trustee to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute trustee and, if preferred, several substitute trustees in succession who shall succeed to all the estates, rights, powers and duties of the aforementioned Trustee.

4. Any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and money held by such Trustee to the successor Trustee so appointed in his place.

**I. MISCELLANEOUS.** The following provisions shall also apply to and govern this Deed of Trust and the interpretation hereof:

1. Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

2. Grantor, upon the request of Trustee or Beneficiary, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the then Property, provided that none of the foregoing modify Grantor's rights or obligations. Beneficiary will pay all such recording, filing,

re-recording and re-filing taxes, fees and other charges, including those for security interest searches.

3. Any failure by Trustee or Beneficiary to insist, or any election by Trustee or Beneficiary not to insist, upon strict performance by Grantor of any of the terms, provisions or conditions of the Security Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof, and Trustee or Beneficiary shall have the right at any time or times thereafter to insist upon strict performance by Grantor of any and all of such terms, provisions and conditions.

4. If Grantor shall fail, refuse or neglect to make any payment or perform any act required by the Security Documents and such failure constitutes an Event of Default, then at any time thereafter, and without notice to or demand upon Grantor and without waiving or releasing any other right, remedy or recourse Beneficiary may have because of same, Beneficiary may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and shall have the right to enter the Land and Improvements for such purpose and to take all such action thereon and with respect to the Property as it may deem necessary or appropriate. Grantor shall indemnify Beneficiary for all losses, expenses, damages, claims and causes of action, including reasonable attorneys' fees and expenses, incurred or accruing by reason of any acts performed by Beneficiary pursuant to this Paragraph 4 of Section I. All sums so paid by Beneficiary and all other sums expended by Beneficiary to which it shall be entitled to be so indemnified, together with interest thereon at the Default Rate of interest provided in the Note, or if no such Default Rate is provided, at the maximum rate allowed by law, from the date of such payment or expenditure until paid, shall constitute additions to the Indebtedness, shall be secured by the Security Documents and shall be paid by Grantor to Beneficiary upon demand.

5. All Obligations contained in the Security Documents are intended by the parties to be, and shall be construed as, covenants running with the Property.

6. All of the terms of the Security Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, and their respective permitted successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

7. The Security Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Security Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

8. Except for the Purchase Agreement and other agreements executed in connection therewith, the Security Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Security Documents may be amended, revised, waived, discharged, released or terminated only by a written instrument or instruments, executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or

termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective.

9. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

10. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of such funds so used, the Indebtedness and this Deed of Trust shall be subrogated to all of the rights, claims, liens, titles and interests heretofore existing against the Property to secure the indebtedness so extinguished, extended or renewed and the former rights, claims, liens, titles and interests, if any, are not waived but rather are continued in full force and effect in favor of Beneficiary and are merged with the lien and security interest created herein as cumulative security for the repayment of the Indebtedness and the satisfaction of the Obligations.

11. The Security Documents shall be governed by and construed according to the laws of the State of Texas and the applicable laws of the United States of America. Courts within the State of Texas shall have jurisdiction over any and all disputes arising from any of the Security Documents, whether at law or in equity, and the proper venue for any such dispute shall be either the state or federal courts located in or which serve Collin County, Texas.

12. The Section entitlements hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Sections. Whenever the context hereof requires, references herein to the singular number shall include the plural, and likewise the plural shall include the singular; words denoting gender shall be construed to include the masculine, feminine and neuter, where appropriate; and specific enumeration shall not exclude the general, but shall be considered as cumulative.

13. If Grantor consists of more than one party, the obligations of each party constituting Grantor to pay the Indebtedness and perform the Obligations shall be joint and several; and if any Obligated Party consists of more than one party, the obligations of each party constituting the Obligated Party to pay the Indebtedness and perform the Obligations shall be joint and several.

14. The parties hereto expressly stipulate and agree that it is their intent to strictly comply with all applicable usury laws from time to time in effect. All agreements between Grantor and the Beneficiary, whether now existing or hereafter arising, and whether written or oral, are hereby expressly limited so that under no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, a voluntary prepayment by Grantor or otherwise, shall the amount paid, or agreed to be paid, to the Beneficiary for the use, forbearance or detention of the money due hereunder, or otherwise, or for the payment or performance of any covenant or obligation contained in the Note, this Deed of Trust or in any other Security Document, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever the fulfillment of any provision of the Note, this Deed of Trust or any other Security Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if from any circumstance the Beneficiary shall ever charge or receive as interest or otherwise an amount which would exceed the maximum rate of interest permitted by applicable

law, the amount, if any, which would exceed the maximum rate of interest permitted by applicable law shall be applied to the reduction of amounts (other than interest) due under the Note, and not to the payment of interest, or if such excessive interest exceeds such amounts (other than interest) due under the Note, the amount of such excessive interest that exceeds such amounts (other than interest) shall be credited or refunded to Grantor. All sums paid or agreed to be paid to the Beneficiary for the use, forbearance, or detention of the indebtedness of Grantor to the Beneficiary or otherwise shall be amortized, prorated, allocated and spread through the full term of such indebtedness until paid in full so that the actual rate of interest on account of such indebtedness is uniform throughout the term hereof. This paragraph shall control all agreements between the Grantor and the Beneficiary. This provision overrides other provisions in the Note, this Deed of Trust or any other Security Document.

The terms "**maximum amount**" or "**maximum rate**" as used herein include, as to Section 3.01 of the Texas Finance Code and any successor statutes (and as may be incorporated by reference in other statutes of the State of Texas), but otherwise without limitation, that rate based upon the "**indicated rate ceiling**"; provided, however, that this designation shall not preclude the rate of interest contracted for, charged or received with respect to the Indebtedness from being governed by, or construed in accordance with, any other state or federal law, including but not limited to Public Law 96-221.

15. Beneficiary has been advised and agrees that this Deed of Trust is made on the express condition that any obligation hereunder of Grantor shall be enforceable only against Grantor's interest in this Deed of Trust, and that Grantor shall not be personally liable for any matter in connection with, or arising out of this Deed of Trust except for the obligations of Grantor set forth in Paragraphs 4, 6, 8, 10 and 11 of Section C above, Paragraph 9 of Section D above.

#### **NOTICES**

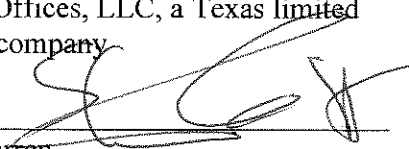
**THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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EXECUTED to be effective as of, although not necessarily on, the day and year first above written.

**GRANTOR:**

Sawyer Offices, LLC, a Texas limited liability company

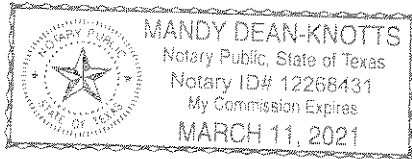
By:   
Steve Harren  
Its Manager

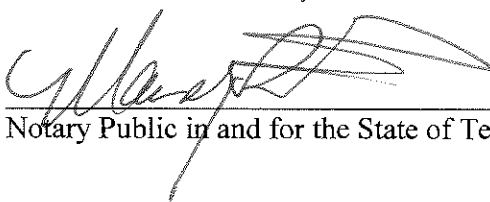
STATE OF TEXAS       §  
                                  §  
COUNTY OF Travis   §

On this day personally appeared Steve Harren, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of July, 2020.

SEAL



  
Notary Public in and for the State of Texas

**EXHIBIT "A"**

Legal Description

*Lot 1A, of the AMENDED PLAT OF 290 SAWYER RANCH, according to a plat thereof recorded under Document No. 19034814 in the Official Public Records of Hays County.*

## **ITEM K**



## RECLAIMED WATER USE AGREEMENT

STATE OF TEXAS       §  
                                      §  
COUNTY OF TRAVIS   §

This Reclaimed Water Use Agreement (“**Agreement**”), effective as of the \_\_\_\_ day of \_\_\_\_\_~~2018~~September, 2020, 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 CCNG Golf, L.L.C. (“**CCNG Golf**”)(WTCPUA and CCNG Golf are each a “**Party**”, and are collectively the “**Parties**”).

### **WITNESSETH:** **RECITALS**

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 it may be amended and renewed from time to time, authorizing the disposal of treated effluent to certain real property identified in that Permit;

WHEREAS, the WTCPUA is the holder of ~~a direct reuse authorization~~an Authorization for Reclaimed Water from the TCEQ, (defined herein as ~~a the~~ “**210 Permit**”), enabling the WTCPUA to produce and provide Reclaimed Water for beneficial use to customers who require such water resources, in accordance with 30 Texas Administration Code, ~~(“TAC”)~~Chapter 210;

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WHEREAS, CCNG Golf desires to be a customer of Reclaimed Water under the WTCPUA’s ~~direct reuse authorization~~210 Permit;

WHEREAS, CCNG Golf also desires to purchase Reclaimed Water from the WTCPUA to be a “provider” (as such term is defined in 30 TAC, Chapter 210) of Reclaimed Water to other customers within the portion of the WTCPUA’s 210 Permit service area that is within the Spanish Oaks Development (defined herein); and

WHEREAS, for CCNG Golf to be a provider of WTCPUA’s Reclaimed Water, WTCPUA had to amend its 210 Permit at the TCEQ to designate CCNG Golf as an additional provider of the WTCPUA’s Reclaimed Water, incurring legal fees and engineering expenses.

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:

## AGREEMENT

### SECTION 1. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement have the following meanings:

1.1 "210 PERMIT" means the WTCPUA's "Authorization for Reclaimed Water," Authorization No. ~~R13294~~R13594-001, as amended, attached hereto as **Exhibit A** and incorporated herein for all purposes.

1.2 "CCNG GOLF FACILITIES" means CCNG Golf and/or CCNG Golf's customer's system of pipes and other facilities already installed, together with any facilities to be constructed and installed by CCNG Golf and/or CCNG Golf's customers, to transport and deliver Reclaimed Water from the Point of Delivery to the final location of use.

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, meters, valving, electrical, and telemetry controls.

1.4 "EFFECTIVE DATE" means the first date written above on this Agreement.

1.5 "MASTER METER" means the meter, owned by WTCPUA, that measures the amount of Reclaimed Water ~~delivered to CCNG at the Point of Delivery under this Agreement, treated effluent, and/or Raw Water delivered to CCNG, which is more specifically depicted in Exhibit B, attached hereto and incorporated herein for all purposes.~~

1.6 "POINT OF DELIVERY" means the location where the WTCPUA will deliver Reclaimed Water to CCNG Golf, which is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes.

1.7 "RAW WATER" has the meaning set out in Article I of the RWEA.

1.8 "RWEA" means the Raw Water and Effluent Agreement, dated November 19, 1999, between the Lower Colorado River Authority and CCNG Development Company, L.P., which has been assigned to the WTCPUA and CCNG Golf, respectively.

1.9 "RECLAIMED WATER" means the treated effluent produced by the WTCPUA from the Wastewater Treatment Plant, as authorized in the 210 Permit. Reclaimed Water is not treated effluent that is generated from the WTCPUA's WWTP and disposed of on the land identified in the WTCPUA's TLAP Permit.

1.10 "RECLAIMED WATER RATE" means the rate for Reclaimed Water established by the WTCPUA's "Schedule for Rates, Fees, and Charges and Terms and Conditions of Water and

Wastewater Services,” as may be amended from time to time unilaterally by the WTCPUA. As of the date of this Agreement, the rate for Reclaimed Water is \$3.97 per 1,000 gallons.

~~1.11~~ 1.11 “RECLAIMED WATER METERS” shall have the meaning provided in Section 4.2.a of this Agreement.

1.12 “SPANISH OAKS DEVELOPMENT” means that certain land which has been or will be developed as the Spanish Oaks mixed-use, master-planned community, as more particularly described on **Exhibit C**, attached hereto and incorporated herein for all purposes.

~~1.13~~ 1.13 “TCEQ” means the Texas Commission on Environmental Quality, or its successor agencies.

~~1.14~~ 1.14 “TLAP Permit” means the WTCPUA’s Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time.

~~1.15~~ 1.15 “WASTEWATER TREATMENT PLANT” or “WWTP” means any of the WTCPUA’s facilities covered in the TLAP Permit or any other WTCPUA facilities approved under the 210 Permit.

## SECTION 2. DELIVERY OF RECLAIMED WATER

2.1 Delivery. The WTCPUA shall operate and maintain the WTCPUA Facilities and deliver Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery in accordance with the other terms of this Agreement. CCNG Golf agrees that all valves and other controls to start, stop, and regulate the flow of Reclaimed Water received from the WTCPUA under this Agreement are beyond the Point of Delivery and will be under the sole control of CCNG Golf and/or CCNG Golf’s subsequent users, the installation of which is a condition precedent to the WTCPUA’s obligation to furnish Reclaimed Water to CCNG Golf under this Agreement.

2.2 Use of Water. CCNG Golf may only use the Reclaimed Water provided by this Agreement for purposes and in locations authorized in the 210 Permit, as ~~further~~ limited by this Agreement. CCNG Golf represents and agrees that the locations of beneficial use of the Reclaimed Water that the WTCPUA delivers to CCNG Golf under this Agreement, regardless of whether the Reclaimed Water is used by CCNG Golf or is provided by CCNG Golf to a third party user, will only be used within the portion of the Service Area identified in the 210 Permit that is within the Spanish Oaks Development. The Parties agree that the Reclaimed Water may not be used for human consumption or domestic purposes; and CCNG Golf agrees that it will ensure that any third party who receives Reclaimed Water from CCNG Golf will not be used for human consumption or domestic purposes. CCNG Golf may not sell any Reclaimed Water received under this Agreement to any other entity without the prior written authorization by the WTCPUA.

2.3 Title. The WTCPUA will 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 will pass to CCNG Golf.

### SECTION 3. CCNG GOLF FACILITIES

3.1 Facilities to be Constructed. Subject to Section 3.2, CCNG Golf shall design and construct or cause to be constructed, at its sole risk and expense, additional infrastructure necessary to transport, store, provide, and use Reclaimed Water that CCNG Golf accepts from the WTCPUA at the Point of Delivery, including, but not limited to, effluent force main auto backwash screen improvements at the WTCPUA's lift station number 14; and such obligation for CCNG Golf is a condition precedent to the WTCPUA's obligations to furnish Reclaimed Water to CCNG Golf under this Agreement. The CCNG Golf Facilities must be designed and constructed in accordance with all applicable rules and regulations of TCEQ for reclaimed water systems, and such improvements will constitute components of the CCNG Golf Facilities. CCNG Golf may otherwise construct CCNG Golf Facilities within the boundaries of the WTCPUA Facilities with prior written permission of the WTCPUA. WTCPUA will provide access for CCNG Golf to inspect and maintain the CCNG Golf Facilities constructed within the boundaries of the WTCPUA Facilities.

3.2 Approval of Plans and Specifications. CCNG Golf and/or its users will not construct any new CCNG Golf Facilities after the Effective Date without the prior approval of the plans and specifications for such infrastructure by the WTCPUA. CCNG Golf will design and construct the CCNG Golf 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~~ TAC, Chapter 210.

3.3 Inspection. Upon at least twenty four (24) hours' prior notice, CCNG Golf shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect any CCNG Golf Facilities being constructed after the Effective Date of this Agreement.

### SECTION 4. QUANTITY AND UNIT MEASUREMENT

4.1 Quantity. The WTCPUA agrees to sell and deliver Reclaimed Water to CCNG Golf at the Point of Delivery on a demand basis. CCNG Golf agrees that the quantity of Reclaimed Water from the WTCPUA that is available for delivery and use by CCNG Golf is dependent on the normal operations and production of the Wastewater Treatment Plant, and on the amount of Reclaimed Water available, as determined by the WTCPUA. CCNG Golf agrees that the WTCPUA is under no obligation to provide Reclaimed Water when, in the reasonable opinion of the WTCPUA and in the interest of operating the Wastewater Treatment Plant, there is insufficient Reclaimed Water available for supply to CCNG Golf, or when doing so may violate a federal or state statute, regulation, or permit, or any WTCPUA contractual commitment. In no event will the WTCPUA be required under this Agreement to deliver any minimum or maximum amount of Reclaimed Water to CCNG Golf at the Point of Delivery. CCNG Golf agrees that it will not rely upon any specific quantity of Reclaimed Water from the WTCPUA. The WTCPUA will endeavor to deliver the quantity of Reclaimed Water necessary to meet CCNG Golf's needs, subject to the normal operation and production of the WTCPUA's Wastewater Treatment Plant and the terms of this Agreement.

4.2 Metering.

a. The Parties agree that two additional meters (the “Reclaimed Water Meters”), located downstream of the Master Meter at the locations more specifically depicted in **Exhibit B**, will be installed on or before the CCNG Golf Facilities are installed. The Reclaimed Water Meters will be owned, installed, maintained, read, and calibrated by the WTCPUA, at CCNG Golf’s sole expense. The amount of Reclaimed Water delivered by WTCPUA to CCNG Golf at the Point of Delivery will be measured by the Master Meter, by the WTCPUA. The Master Meter and other related equipment shall be owned by the WTCPUA under this Agreement will be the sum of the readings of the Reclaimed Water Meters each month. At the termination of this Agreement, WTCPUA shall retain ownership of the ~~Master Meter~~Reclaimed Water Meters, and this provision shall survive the termination this Agreement. ~~Separate, additional water meters that are owned, read, operated, and maintained by the WTCPUA will be installed by WTCPUA to measure Reclaimed Water that CCNG Golf delivers to each of CCNG Golf’s Reclaimed Water customers (“Additional Meters”). WTCPUA will provide CCNG Golf with the monthly meter reading data for the additional meters in a timely manner, and CCNG Golf may attend the WTCPUA’s monthly readings of such meters, upon request.~~

b. The WTCPUA shall keep accurate records of all measurements of Reclaimed Water delivered to CCNG Golf under this Agreement, and the measuring devices and such records shall be open to inspection by CCNG Golf during reasonable business hours, upon at least twenty-four (24) hours’ prior notice. WTCPUA and CCNG Golf 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.~~ CCNG Golf’s agents or employees may observe the reading, calibration and adjustment.

c. Should CCNG Golf have reason to believe that the ~~Master Meter and/or any of the Additional Meters to the Spanish Oaks Development (the Master Meter and Additional Meters are collectively defined as the “Meters”)~~Reclaimed Water Meters are recording Reclaimed Water usage inaccurately, CCNG Golf may request that the WTCPUA test the applicable Reclaimed Water Meter(s) at the WTCPUA’s cost once per calendar year; provided, however, that if CCNG Golf requests that the WTCPUA test any applicable Reclaimed Water Meter more frequently than once per year, then CCNG Golf shall pay the cost of any additional test of that applicable Reclaimed Water Meter if the test shows that such applicable Reclaimed Water Meter 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 applicable Reclaimed Water Meter is not accurate (in excess of two percent (2%) registration). If it is mutually agreed by the WTCPUA and CCNG Golf that the applicable Reclaimed Water Meter is malfunctioning, or should the WTCPUA discover that the applicable Reclaimed Water Meter is recording water usage inaccurately, then the WTCPUA shall immediately notify CCNG Golf of the same, and replace or repair the applicable ~~Meter~~Reclaimed Water Meter at CCNG Golf’s sole expense.

d. If, for any reason, a Reclaimed Water Meter is out of service or out for repair so that the amount of Reclaimed Water delivered cannot be ascertained or computed from the reading thereof, then the Reclaimed Water delivered, through the period such Reclaimed Water 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 applicable Reclaimed Water Meter. If no other Meters in the system are operational which will allow determination of delivered quantity, then the amount of Reclaimed 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.

e. CCNG Golf shall be responsible for all metering of Reclaimed Water provided by CCNG Golf to CCNG Golf's customers ~~-, on CCNG Golf's side of the Reclaimed Water Meters,~~ and CCNG Golf shall conduct ~~at~~such metering of Reclaimed Water in accordance with 30 ~~Tex. Admin. Code~~TAC, Chapter 210.

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 to CCNG Golf at the Point of Delivery under this Agreement will be treated wastewater effluent in compliance with applicable State and Federal law and regulations, and the 210 Permit. THE WTCPUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OF THE RECLAIMED WATER SUPPLIED TO CCNG GOLF UNDER THIS AGREEMENT THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

#### SECTION 6. PAYMENTS

6.1 Commencement of Service. CCNG Golf may begin taking Reclaimed Water under this Agreement when the CCNG Golf Facilities meet the applicable provisions of this Agreement for their intended use and the Reclaimed Water Meters are installed and put into service by the WTCPUA.

6.2 Rate. The WTCPUA will charge CCNG Golf the Reclaimed Water Rate for all Reclaimed Water delivered to CCNG Golf at the Point of Delivery ~~under this Agreement, as determined by the Reclaimed Water Meters,~~ regardless of whether CCNG Golf or CCNG Golf's customers are the users of the Reclaimed Water or if there is water loss of the Reclaimed Water on CCNG's side of the Reclaimed Water Meters. CCNG Golf agrees to pay for such Reclaimed Water, and that it will not protest the Reclaimed Water Rate or any amendment thereto in any forum.

6.3 Billing. The WTCPUA will bill CCNG Golf each month for the amount of Reclaimed Water that the WTCPUA delivered to the Point of Delivery ~~Reclaimed Water Meters since the prior meter reading,~~ as measured by the ~~Master Meter~~Reclaimed Water Meters, in accordance with the terms and conditions of this Agreement. The WTCPUA shall not be responsible for billing CCNG Golf's customers, if any, that receive Reclaimed Water.

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## 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 the 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 and not within the management or control of the WTCPUA, then the WTCPUA will be excused from performance for a period of time that is reasonably necessary to remedy the effects of the occurrence, and the WTCPUA will 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, when possible and to the extent it is reasonable, give CCNG Golf advance written notice of any inability to deliver the water needed.

7.2 Repairs and Maintenance. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf to perform 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 will provide CCNG Golf with verbal or written notice prior to suspension of service to perform such maintenance and repairs, when planned, and an estimate of when service will be reestablished.

7.3 Regulatory Action. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf in response to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service and an estimate of when service will be reestablished.

7.4 CCNG Golf's Non-Compliance with Agreement or TCEQ Rules. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf if the WTCPUA reasonably determines that CCNG Golf's or any of its customers' use of the Reclaimed Water violates the terms of this Agreement, the 210 Permit, or the requirements of 30 ~~Tex. Admin. Code~~ TAC, Chapter 210, until CCNG Golf cures the violation to the WTCPUA's reasonable satisfaction. If CCNG Golf fails to cure the violation within thirty (30) days after written notice has been sent by the WTCPUA, then the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely, until CCNG Golf cures the violation. If Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured the violation, then CCNG Golf will be in material default of this Agreement, and the WTCPUA may terminate this Agreement pursuant to Section 12.3.b.

## SECTION 8. DELIVERY OF ~~RAW~~ALTERNATIVE SOURCES OF WATER

8.1 Alternative Source. If the WTCPUA is unable to meet CCNG Golf's demand for Reclaimed Water for the reasons set out in Section 4.1, or if the WTCPUA temporarily suspends the delivery of Reclaimed Water to CCNG Golf under Sections 7.1, 7.2, or 7.3, then the WTCPUA agrees to sell and deliver Raw Water to CCNG Golf at the Point of Delivery on a demand basis at the WTCPUA's then current rate for Raw Water; provided, however, that if the WTCPUA believes,

in its sole discretion, that it does not have Raw Water available due to the WTCPUA's actual or projected use of Raw Water to meet its other obligations, then the WTCPUA may curtail such Raw Water to CCNG Golf as WTCPUA deems necessary. Further, WTCPUA's obligation to deliver Raw Water pursuant to this Agreement shall be subject to the LCRA Water Management Plan and associated Policies as amended from time to time by the LCRA Board of Directors, as well as the WTCPUA Water Conservation and Drought Contingency Plan. The amount of Raw Water delivered to CCNG Golf will be measured at the ~~meters to the Spanish Oaks Development. Reclaimed Water Meter. In the event that the WTCPUA cannot deliver Reclaimed Water or Raw Water to CCNG Golf at the Point of Delivery, then the Parties will endeavor to transition the WTCPUA Facilities and CCNG Golf Facilities, if requested by CCNG Golf, so that the WTCPUA can deliver potable water to CCNG Golf at the Point of Delivery; provided, however, that CCNG Golf will pay for all costs to transition the WTCPUA Facilities and CCNG Golf Facilities so that the WTCPUA can deliver and CCNG Golf can receive and transport potable water, in accordance with all applicable federal, state, and local laws and regulations; and provided further, that WTCPUA will charge CCNG Golf for such potable water in accordance with the WTCPUA's then current and applicable potable water rates.~~

## SECTION 9. OBLIGATIONS OF THE PARTIES

### 9.1 Obligations of the WTCPUA.

a. Operation and Maintenance. The WTCPUA shall be responsible for and use commercially reasonable efforts to continuously operate and maintain the WTCPUA Facilities ~~and CCNG Golf Facilities constructed within the boundaries of WTCPUA facilities.~~ All costs, including, without limitation, all capital improvement costs, maintenance, and operation expenses required for the WTCPUA to deliver Reclaimed Water to the Point of Delivery will 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 CCNG Golf can use the Reclaimed Water in accordance with the terms and provisions of this Agreement.

### 9.2 Obligations of CCNG Golf.

a. System Operation and Maintenance. At CCNG Golf's sole risk and expense, CCNG Golf shall (i) continuously operate and maintain the CCNG Golf 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~~ TAC, Chapter 210. CCNG Golf may not install any equipment or improvements on property owned by the WTCPUA without the prior express written consent of the WTCPUA. At CCNG Golf's sole cost, CCNG Golf shall schedule routine maintenance on the CCNG Golf Facilities. CCNG Golf's routine maintenance schedules must include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. At CCNG Golf's sole cost, CCNG Golf will conduct repairs as necessary. Preventive maintenance on all mechanical equipment will be as specified by the manufacturer.



b. Construction Requirements. CCNG Golf shall ensure that any CCNG Golf Facilities constructed will have with a minimum separation from potable water lines of nine (9) feet. If it is not possible to maintain this separation, CCNG Golf agrees to construct the facilities in accordance with the portions of 30 ~~Tex. Admin. Code~~TAC, Chapter 290 concerning separation of potable and non-potable water piping. CCNG Golf 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 must be purple, covered with a purple polywrap bag, or marked with purple tape.

c. 210 Permit. CCNG Golf agrees to cooperate with the WTCPUA, at no cost to CCNG Golf, in obtaining all permits and approvals necessary for WTCPUA to provide Reclaimed Water to CCNG Golf. As long as the Approvals do not impose any materially unreasonable restrictions or obligations on CCNG Golf in the operation and use of the CCNG Golf Facilities, CCNG Golf agrees to take whatever action is reasonably necessary to ensure that the Approvals are obtained, including, but not limited to: (i) cooperating with the WTCPUA and any applicable governmental agency in every reasonable manner and in good faith; and (ii) executing further documents, memoranda, assurances, certificates, and consents reasonably requested by the WTCPUA from time to time.

d. Hose Bibbs, Faucets, Valves. CCNG Golf 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~~TAC § 210.25(a).

e. Signage. CCNG Golf 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~~TAC § 210.25(b).

f. CCNG Golf Facilities Operation. CCNG Golf agrees that it will ensure that the CCNG Golf Facilities are operated in a manner that will minimize the risk of inadvertent human exposure. CCNG Golf agrees that it will provide reasonable control of the application rates for the Reclaimed Water applied to irrigation areas that will encourage the efficient use of Reclaimed Water to avoid excessive application that results in surface runoff or excessive percolation below the root zone. CCNG Golf will not operate the CCNG Golf Facilities when the earth is frozen or saturated with water. CCNG Golf 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 occurs. CCNG Golf agrees to implement operational procedures so that use of the CCNG Golf 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~~TAC § 210.3. CCNG Golf agrees that the procedures will also ensure that no water spray or spray drift reaches off-premises property outside the ownership or control of CCNG Golf. CCNG Golf shall maintain and provide all records required under 30 ~~Tex. Admin. Code~~TAC, Chapter 210, Subchapter C. CCNG Golf shall also cooperate with the WTCPUA regarding irrigation scheduling and management, if necessary, to ensure adequate and reliable service for all CCNG Golf given any limitations in the delivery system.

g. Discharges Prohibited. CCNG Golf 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, CCNG Golf shall comply with the requirements of 30 ~~Tex. Admin. Code~~TAC § 210.22.

h. Inspection. Upon at least twenty four (24) hours’ prior notice, CCNG Golf grants the WTCPUA the right to inspect the CCNG Golf Facilities, as well as the areas where Reclaimed Water is stored or used for irrigation, for any lawful purpose.

i. Acknowledgment by CCNG Golf. By its execution of this Agreement, CCNG Golf acknowledges its receipt of a copy of the TCEQ Reclaimed Water Use rules also located at 30 ~~Tex. Admin. Code~~TAC, Chapter 210, and agrees to comply with all requirements and responsibilities under such rules. CCNG Golf shall comply with all provisions of 30 ~~Tex. Admin. Code~~TAC, Chapter 210, regarding the transfer, storage, and use of 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. CCNG Golf shall keep the CCNG Golf Facilities fully insured at its sole cost and expense.

k. Conditions of Service. CCNG Golf 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, materials, labor, and equipment, as long as the WTCPUA uses reasonable efforts to maintain the permits, agreements, materials, labor, and equipment; (ii) subject to all present and future valid laws, orders, 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 reasonably determines that CCNG’s use of the Reclaimed Water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at 30 ~~Tex. Admin. Code~~TAC Chapter 210, or successor rules or other law, as may be adopted or amended from time to time.

l. CCNG Golf’s Customers. CCNG Golf shall ensure that its customers receiving Reclaimed Water under this Agreement also comply with the provisions of this Section 9, as applicable by law and TCEQ regulations.

#### SECTION 10. GENERAL PROVISIONS

10.1 Indemnification. EACH PARTY, ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE OR RESPONSIBLE FOR, AND CCNG GOLF WILL INDEMNIFY SAVE AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS’ FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT

ACTS OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INDEMNIFYING PARTY'S USE OF RECLAIMED WATER, AND INDEMNIFYING PARTY'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.

10.2 Venue. All amounts due under this Agreement, including, but not limited to, payments due or damages for the breach of this Agreement, will be paid and be due in Travis County, Texas, which is the County in which the administrative offices of the WTCPUA are located. The Parties agree that Travis County, Texas is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the proceeding will be brought in Travis County, Texas.

10.3 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 is 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 will not be affected thereby.

10.4 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

10.5 Prior Agreements Superseded. This Agreement constitutes the sole Agreement of the Parties with respect to the delivery, transportation, resale and use of Reclaimed Water and cancels and supersedes any prior understandings or oral or written agreements between the Parties respecting the delivery, transportation, resale, and use of any Reclaimed Water.

10.6 Effectiveness of the RWEA. The Parties ~~deare~~ not ~~modify~~ modifying or ~~terminate~~ terminating the rights and obligations of the RWEA, with all related Addenda and Exhibits, by this Agreement. To the extent that this Agreement conflict with the RWEA, as amended, then the terms of the RWEA, as amended, shall control. The delivery of Reclaimed Water to CCNG Golf under this Agreement is subordinate and subject to the requirement of CCNG Golf's obligations under the RWEA, as amended, including, but not limited to, the obligation to accept and dispose of Treated Effluent from the WTCPUA.

10.7 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.

10.8 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, "**Notice**") provided or permitted to be given, made, or accepted by any Party under this Agreement 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, will 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 will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

**CCNG Golf:** CCNG Golf, L.L.C.  
Attn: Daniel B. Porter  
13453 Highway 71 West  
Bee, Cave, Texas 78738  
**(512.533.2365)**  
**(512.533.2305)**

**WTCPUA:** West Travis County Public Utility Agency  
Attn: General Manager  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
**(Phone Number) 512/263-0100**  
**(Fax) 512/263-2289**

Any Party may change its address for Notice by giving Notice of the change in accordance with the provisions of this section.

10.9 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 will 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.

10.10 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.

10.11 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 CCNG Golf.

#### SECTION 11. ASSIGNMENT

11.1 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect until November 19, 2039 to coincide with the expiration date of the Raw Water and Effluent Agreement between the Lower Colorado River Authority and CCNG Development Company, LP dated November 19, 1999, and may thereafter be continuously renewed in writing by the mutual agreement of the Parties.

11.2 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party

binds itself and its successors and permitted assigns to all obligations, promises, and covenants of this Agreement.

11.3 Transfer. If the WTCPUA assigns its obligations with respect to the provision of Reclaimed Water service to CCNG Golf under this Agreement to another party in accordance with Section 11.2, so that the WTCPUA is no longer operating the Wastewater Treatment Plant or its Reclaimed Water Transportation System, then the WTCPUA's obligations under this Agreement will become the sole responsibility of the WTCPUA's assignee.

#### SECTION 12. REMEDIES UPON DEFAULT

12.1 Default. No Party will be deemed to be in default under this Agreement until the passage of 30 calendar days after receipt by the defaulting Party of notice of default from the other Party. Upon the passage of 30 calendar days from notice of the default without cure of the default, such Party will be deemed to have defaulted for purposes of this Agreement.

12.2 No Additional Waiver Implied. The failure of any Party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement will not be construed as a waiver or relinquishment of the right to the future performance of any term, covenant, or condition by the other Party, and the obligation of the other Party with respect to future performance will continue in full force and effect.

12.3 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:

a. the aggrieved Party will, to the extent permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law, in equity, or under this Agreement; and

b. the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely if CCNG Golf fails to cure any violation within thirty (30) days after written notice has been sent by the WTCPUA, until the violation is cured; and further, the WTCPUA may terminate this Agreement if Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured such violation.

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 September 2020, all as of the day and year first written, which is the effective date of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

{W0751638.4}

**CCNG GOLF, L.L.C.**

By: \_\_\_\_\_  
Daniel B. Porter, Manager

**WEST TRAVIS COUNTY  
PUBLIC UTILITY AGENCY**

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

**ATTEST:** \_\_\_\_\_  
Walt Smith, Secretary

## EXHIBITS

Exhibit A – 210 Permit

Exhibit B – Meters, Facilities, and Point of Delivery Map

Exhibit C – Description of Spanish Oaks Development

## RECLAIMED WATER USE AGREEMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This Reclaimed Water Use Agreement (“**Agreement**”), effective as of the \_\_\_\_ day of September, 2020, 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 CCNG Golf, L.L.C. (“**CCNG Golf**”)(WTCPUA and CCNG Golf are each a “**Party**”, and are collectively the “**Parties**”).

### RECITALS

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 it may be amended and renewed from time to time, authorizing the disposal of treated effluent to certain real property identified in that Permit;

WHEREAS, the WTCPUA is the holder of an Authorization for Reclaimed Water from the TCEQ, (defined herein as the “**210 Permit**”), enabling the WTCPUA to produce and provide Reclaimed Water for beneficial use to customers who require such water resources, in accordance with 30 Texas Administration Code (“**TAC**”), Chapter 210;

WHEREAS, CCNG Golf desires to be a customer of Reclaimed Water under the WTCPUA’s 210 Permit;

WHEREAS, CCNG Golf also desires to purchase Reclaimed Water from the WTCPUA to be a “provider” (as such term is defined in 30 TAC, Chapter 210) of Reclaimed Water to other customers within the portion of the WTCPUA’s 210 Permit service area that is within the Spanish Oaks Development (defined herein); and

WHEREAS, for CCNG Golf to be a provider of WTCPUA’s Reclaimed Water, WTCPUA had to amend its 210 Permit at the TCEQ to designate CCNG Golf as an additional provider of the WTCPUA’s Reclaimed Water, incurring legal fees and engineering expenses.

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:



## AGREEMENT

### SECTION 1. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement have the following meanings:

1.1 “210 PERMIT” means the WTCPUA’s “Authorization for Reclaimed Water,” Authorization No. R13594-001, as amended, attached hereto as **Exhibit A** and incorporated herein for all purposes.

1.2 “CCNG GOLF FACILITIES” means CCNG Golf and/or CCNG Golf’s customer’s system of pipes and other facilities already installed, together with any facilities to be constructed and installed by CCNG Golf and/or CCNG Golf’s customers, to transport and deliver Reclaimed Water from the Point of Delivery to the final location of use.

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, meters, valving, electrical, and telemetry controls.

1.4 “EFFECTIVE DATE” means the first date written above on this Agreement.

1.5 “MASTER METER” means the meter, owned by WTCPUA, that measures the amount of Reclaimed Water, treated effluent, and/or Raw Water delivered to CCNG, which is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes.

1.6 “POINT OF DELIVERY” means the location where the WTCPUA will deliver Reclaimed Water to CCNG Golf, which is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes.

1.7 “RAW WATER” has the meaning set out in Article I of the RWEA.

1.8 “RWEA” means the Raw Water and Effluent Agreement, dated November 19, 1999, between the Lower Colorado River Authority and CCNG Development Company, L.P., which has been assigned to the WTCPUA and CCNG Golf, respectively.

1.9 “RECLAIMED WATER” means the treated effluent produced by the WTCPUA from the Wastewater Treatment Plant, as authorized in the 210 Permit. Reclaimed Water is not treated effluent that is generated from the WTCPUA’s WWTP and disposed of on the land identified in the WTCPUA’s TLAP Permit.

1.10 “RECLAIMED WATER RATE” means the rate for Reclaimed Water established by the WTCPUA’s “Schedule for Rates, Fees, and Charges and Terms and Conditions of Water and Wastewater Services,” as may be amended from time to time unilaterally by the WTCPUA. As of the date of this Agreement, the rate for Reclaimed Water is \$3.97 per 1,000 gallons.

1.11 “RECLAIMED WATER METERS” shall have the meaning provided in Section 4.2.a of this Agreement.

1.12 “SPANISH OAKS DEVELOPMENT” means that certain land which has been or will be developed as the Spanish Oaks mixed-use, master-planned community, as more particularly described on **Exhibit C**, attached hereto and incorporated herein for all purposes.

1.13 “TCEQ” means the Texas Commission on Environmental Quality, or its successor agencies.

1.14 “TLAP Permit” means the WTCPUA’s Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time.

1.15 “WASTEWATER TREATMENT PLANT” or “WWTP” means any of the WTCPUA’s facilities covered in the TLAP Permit or any other WTCPUA facilities approved under the 210 Permit.

## SECTION 2. DELIVERY OF RECLAIMED WATER

2.1 Delivery. The WTCPUA shall operate and maintain the WTCPUA Facilities and deliver Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery in accordance with the other terms of this Agreement. CCNG Golf agrees that all valves and other controls to start, stop, and regulate the flow of Reclaimed Water received from the WTCPUA under this Agreement are beyond the Point of Delivery and will be under the sole control of CCNG Golf and/or CCNG Golf’s subsequent users, the installation of which is a condition precedent to the WTCPUA’s obligation to furnish Reclaimed Water to CCNG Golf under this Agreement.

2.2 Use of Water. CCNG Golf may only use the Reclaimed Water provided by this Agreement for purposes and in locations authorized in the 210 Permit, as further limited by this Agreement. CCNG Golf represents and agrees that the locations of beneficial use of the Reclaimed Water that the WTCPUA delivers to CCNG Golf under this Agreement, regardless of whether the Reclaimed Water is used by CCNG Golf or is provided by CCNG Golf to a third party user, will only be used within the portion of the Service Area identified in the 210 Permit that is within the Spanish Oaks Development. The Parties agree that the Reclaimed Water may not be used for human consumption or domestic purposes; and CCNG Golf agrees that it will ensure that any third party who receives Reclaimed Water from CCNG Golf will not be used for human consumption or domestic purposes. CCNG Golf may not sell any Reclaimed Water received under this Agreement to any other entity without the prior written authorization by the WTCPUA.

2.3 Title. The WTCPUA will 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 will pass to CCNG Golf.

### SECTION 3. CCNG GOLF FACILITIES

3.1 Facilities to be Constructed. Subject to Section 3.2, CCNG Golf shall design and construct or cause to be constructed, at its sole risk and expense, additional infrastructure necessary to transport, store, provide, and use Reclaimed Water that CCNG Golf accepts from the WTCPUA at the Point of Delivery, including, but not limited to, effluent force main auto backwash screen improvements at the WTCPUA's lift station number 14; and such obligation for CCNG Golf is a condition precedent to the WTCPUA's obligations to furnish Reclaimed Water to CCNG Golf under this Agreement. The CCNG Golf Facilities must be designed and constructed in accordance with all applicable rules and regulations of TCEQ for reclaimed water systems, and such improvements will constitute components of the CCNG Golf Facilities. CCNG Golf may otherwise construct CCNG Golf Facilities within the boundaries of the WTCPUA Facilities with prior written permission of the WTCPUA. WTCPUA will provide access for CCNG Golf to inspect and maintain the CCNG Golf Facilities constructed within the boundaries of the WTCPUA Facilities.

3.2 Approval of Plans and Specifications. CCNG Golf and/or its users will not construct any new CCNG Golf Facilities after the Effective Date without the prior approval of the plans and specifications for such infrastructure by the WTCPUA. CCNG Golf will design and construct the CCNG Golf 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 TAC, Chapter 210.

3.3 Inspection. Upon at least twenty four (24) hours' prior notice, CCNG Golf shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect any CCNG Golf Facilities being constructed after the Effective Date of this Agreement.

### SECTION 4. QUANTITY AND UNIT MEASUREMENT

4.1 Quantity. The WTCPUA agrees to sell and deliver Reclaimed Water to CCNG Golf at the Point of Delivery on a demand basis. CCNG Golf agrees that the quantity of Reclaimed Water from the WTCPUA that is available for delivery and use by CCNG Golf is dependent on the normal operations and production of the Wastewater Treatment Plant, and on the amount of Reclaimed Water available, as determined by the WTCPUA. CCNG Golf agrees that the WTCPUA is under no obligation to provide Reclaimed Water when, in the reasonable opinion of the WTCPUA and in the interest of operating the Wastewater Treatment Plant, there is insufficient Reclaimed Water available for supply to CCNG Golf, or when doing so may violate a federal or state statute, regulation, or permit, or any WTCPUA contractual commitment. In no event will the WTCPUA be required under this Agreement to deliver any minimum or maximum amount of Reclaimed Water to CCNG Golf at the Point of Delivery. CCNG Golf agrees that it will not rely upon any specific quantity of Reclaimed Water from the WTCPUA. The WTCPUA will endeavor to deliver the quantity of Reclaimed Water necessary to meet CCNG Golf's needs, subject to the normal operation and production of the WTCPUA's Wastewater Treatment Plant and the terms of this Agreement.

4.2 Metering.

a. The Parties agree that two additional meters (the "**Reclaimed Water Meters**"), located downstream of the Master Meter at the locations more specifically depicted in **Exhibit B**,

will be installed prior to the delivery of Reclaimed Water to CCNG Golf under this Agreement. The Reclaimed Water Meters will be owned, installed, maintained, read, and calibrated by the WTCPUA, at CCNG Golf's sole expense. The amount of Reclaimed Water delivered by WTCPUA to CCNG Golf under this Agreement will be the sum of the readings of the Reclaimed Water Meters each month. At the termination of this Agreement, WTCPUA shall retain ownership of the Reclaimed Water Meters, and this provision shall survive the termination this Agreement.

b. The WTCPUA shall keep accurate records of all measurements of Reclaimed Water delivered to CCNG Golf under this Agreement, and the measuring devices and such records shall be open to inspection by CCNG Golf during reasonable business hours, upon at least twenty-four (24) hours' prior notice. WTCPUA and CCNG Golf shall have access to the metering equipment at all reasonable times. CCNG Golf's agents or employees may observe the reading, calibration and adjustment.

c. Should CCNG Golf have reason to believe that the Reclaimed Water Meters are recording Reclaimed Water usage inaccurately, CCNG Golf may request that the WTCPUA test the applicable Reclaimed Water Meter(s) at the WTCPUA's cost once per calendar year; provided, however, that if CCNG Golf requests that the WTCPUA test any applicable Reclaimed Water Meter more frequently than once per year, then CCNG Golf shall pay the cost of any additional test of that applicable Reclaimed Water Meter if the test shows that such applicable Reclaimed Water Meter 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 applicable Reclaimed Water Meter is not accurate (in excess of two percent (2%) registration). If it is mutually agreed by the WTCPUA and CCNG Golf that the applicable Reclaimed Water Meter is malfunctioning, or should the WTCPUA discover that the applicable Reclaimed Water Meter is recording water usage inaccurately, then the WTCPUA shall immediately notify CCNG Golf of the same, and replace or repair the applicable Reclaimed Water Meter at CCNG Golf's sole expense.

d. If, for any reason, a Reclaimed Water Meter is out of service or out for repair so that the amount of Reclaimed Water delivered cannot be ascertained or computed from the reading thereof, then the Reclaimed Water delivered, through the period such Reclaimed Water 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 applicable Reclaimed Water Meter. If no other Meters in the system are operational which will allow determination of delivered quantity, then the amount of Reclaimed 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.

e. CCNG Golf shall be responsible for all metering of Reclaimed Water provided by CCNG Golf to CCNG Golf's customers, on CCNG Golf's side of the Reclaimed Water Meters, and CCNG Golf shall conduct such metering of Reclaimed Water in accordance with 30 TAC, Chapter 210.

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 to CCNG Golf at the Point of Delivery under this Agreement will be treated wastewater effluent in compliance with applicable State and Federal law and regulations, and the 210 Permit. THE WTCPUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OF THE RECLAIMED WATER SUPPLIED TO CCNG GOLF UNDER THIS AGREEMENT THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

## SECTION 6. PAYMENTS

6.1 Commencement of Service. CCNG Golf may begin taking Reclaimed Water under this Agreement when the CCNG Golf Facilities meet the applicable provisions of this Agreement for their intended use and the Reclaimed Water Meters are installed and put into service by the WTCPUA.

6.2 Rate. The WTCPUA will charge CCNG Golf the Reclaimed Water Rate for all Reclaimed Water delivered to CCNG Golf at the Point of Delivery, as determined by the Reclaimed Water Meters, regardless of whether CCNG Golf or CCNG Golf's customers are the users of the Reclaimed Water or if there is water loss of the Reclaimed Water on CCNG's side of the Reclaimed Water Meters. CCNG Golf agrees to pay for such Reclaimed Water, and that it will not protest the Reclaimed Water Rate or any amendment thereto in any forum.

6.3 Billing. The WTCPUA will bill CCNG Golf each month for the amount of Reclaimed Water that the WTCPUA delivered to the Reclaimed Water Meters since the prior meter reading, as measured by the Reclaimed Water Meters, in accordance with the terms and conditions of this Agreement. The WTCPUA shall not be responsible for billing CCNG Golf's customers, if any, that receive Reclaimed Water.

## 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 the 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 and not within the management or control of the WTCPUA, then the WTCPUA will be excused from performance for a period of time that is reasonably necessary to remedy the effects of the occurrence, and the WTCPUA will 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, when possible and to the extent it is reasonable, give CCNG Golf advance written notice of any inability to deliver the water needed.

7.2 Repairs and Maintenance. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf to perform 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 will provide CCNG Golf with verbal or written notice prior to suspension of service to perform such maintenance and repairs, when planned, and an estimate of when service will be reestablished.

7.3 Regulatory Action. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf in response to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service and an estimate of when service will be reestablished.

7.4 CCNG Golf's Non-Compliance with Agreement or TCEQ Rules. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf if the WTCPUA reasonably determines that CCNG Golf's or any of its customers' use of the Reclaimed Water violates the terms of this Agreement, the 210 Permit, or the requirements of 30 TAC, Chapter 210, until CCNG Golf cures the violation to the WTCPUA's reasonable satisfaction. If CCNG Golf fails to cure the violation within thirty (30) days after written notice has been sent by the WTCPUA, then the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely, until CCNG Golf cures the violation. If Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured the violation, then CCNG Golf will be in material default of this Agreement, and the WTCPUA may terminate this Agreement pursuant to Section 12.3.b.

## SECTION 8. DELIVERY OF ALTERNATIVE SOURCES OF WATER

8.1 Alternative Source. If the WTCPUA is unable to meet CCNG Golf's demand for Reclaimed Water for the reasons set out in Section 4.1, or if the WTCPUA temporarily suspends the delivery of Reclaimed Water to CCNG Golf under Sections 7.1, 7.2, or 7.3, then the WTCPUA agrees to sell and deliver Raw Water to CCNG Golf at the Point of Delivery on a demand basis at the WTCPUA's then current rate for Raw Water; provided, however, that if the WTCPUA believes, in its sole discretion, that it does not have Raw Water available due to the WTCPUA's actual or projected use of Raw Water to meet its other obligations, then the WTCPUA may curtail such Raw Water to CCNG Golf as WTCPUA deems necessary. Further, WTCPUA's obligation to deliver Raw Water pursuant to this Agreement shall be subject to the LCRA Water Management Plan and associated Policies as amended from time to time by the LCRA Board of Directors, as well as the WTCPUA Water Conservation and Drought Contingency Plan. The amount of Raw Water delivered to CCNG Golf will be measured at the Reclaimed Water Meter. In the event that the WTCPUA cannot deliver Reclaimed Water or Raw Water to CCNG Golf at the Point of Delivery, then the Parties will endeavor to transition the WTCPUA Facilities and CCNG Golf Facilities, if requested by CCNG Golf, so that the WTCPUA can deliver potable water to CCNG Golf at the Point of Delivery; provided, however, that CCNG Golf will pay for all costs to transition the WTCPUA Facilities and CCNG Golf Facilities so that the WTCPUA can deliver and CCNG Golf can receive and transport potable water, in accordance with all applicable federal, state, and local laws and

regulations; and provided further, that WTCPUA will charge CCNG Golf for such potable water in accordance with the WTCPUA's then current and applicable potable water rates.

## SECTION 9. OBLIGATIONS OF THE PARTIES

### 9.1 Obligations of the WTCPUA.

a. Operation and Maintenance. The WTCPUA shall be responsible for and use commercially reasonable efforts to continuously operate and maintain the WTCPUA Facilities. All costs, including, without limitation, all capital improvement costs, maintenance, and operation expenses required for the WTCPUA to deliver Reclaimed Water to the Point of Delivery will 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 CCNG Golf can use the Reclaimed Water in accordance with the terms and provisions of this Agreement.

### 9.2 Obligations of CCNG Golf.

a. System Operation and Maintenance. At CCNG Golf's sole risk and expense, CCNG Golf shall (i) continuously operate and maintain the CCNG Golf 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 TAC, Chapter 210. CCNG Golf may not install any equipment or improvements on property owned by the WTCPUA without the prior express written consent of the WTCPUA. At CCNG Golf's sole cost, CCNG Golf shall schedule routine maintenance on the CCNG Golf Facilities. CCNG Golf's routine maintenance schedules must include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. At CCNG Golf's sole cost, CCNG Golf will conduct repairs as necessary. Preventive maintenance on all mechanical equipment will be as specified by the manufacturer.

b. Construction Requirements. CCNG Golf shall ensure that any CCNG Golf Facilities constructed will have with a minimum separation from potable water lines of nine (9) feet. If it is not possible to maintain this separation, CCNG Golf agrees to construct the facilities in accordance with the portions of 30 TAC, Chapter 290 concerning separation of potable and non-potable water piping. CCNG Golf 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 must be purple, covered with a purple polywrap bag, or marked with purple tape.

c. 210 Permit. CCNG Golf agrees to cooperate with the WTCPUA, at no cost to CCNG Golf, in obtaining all permits and approvals necessary for WTCPUA to provide Reclaimed Water to CCNG Golf. As long as the Approvals do not impose any materially unreasonable restrictions or obligations on CCNG Golf in the operation and use of the CCNG Golf Facilities,

CCNG Golf agrees to take whatever action is reasonably necessary to ensure that the Approvals are obtained, including, but not limited to: (i) cooperating with the WTCPUA and any applicable governmental agency in every reasonable manner and in good faith; and (ii) executing further documents, memoranda, assurances, certificates, and consents reasonably requested by the WTCPUA from time to time.

d. Hose Bibbs, Faucets, Valves. CCNG Golf 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 TAC § 210.25(a).

e. Signage. CCNG Golf 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 TAC § 210.25(b).

f. CCNG Golf Facilities Operation. CCNG Golf agrees that it will ensure that the CCNG Golf Facilities are operated in a manner that will minimize the risk of inadvertent human exposure. CCNG Golf agrees that it will provide reasonable control of the application rates for the Reclaimed Water applied to irrigation areas that will encourage the efficient use of Reclaimed Water to avoid excessive application that results in surface runoff or excessive percolation below the root zone. CCNG Golf will not operate the CCNG Golf Facilities when the earth is frozen or saturated with water. CCNG Golf 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 occurs. CCNG Golf agrees to implement operational procedures so that use of the CCNG Golf 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 TAC § 210.3. CCNG Golf agrees that the procedures will also ensure that no water spray or spray drift reaches off-premises property outside the ownership or control of CCNG Golf. CCNG Golf shall maintain and provide all records required under 30 TAC, Chapter 210, Subchapter C. CCNG Golf shall also cooperate with the WTCPUA regarding irrigation scheduling and management, if necessary, to ensure adequate and reliable service for all CCNG Golf given any limitations in the delivery system.

g. Discharges Prohibited. CCNG Golf 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, CCNG Golf shall comply with the requirements of 30 TAC § 210.22.

h. Inspection. Upon at least twenty four (24) hours’ prior notice, CCNG Golf grants the WTCPUA the right to inspect the CCNG Golf Facilities, as well as the areas where Reclaimed Water is stored or used for irrigation, for any lawful purpose.

i. Acknowledgment by CCNG Golf. By its execution of this Agreement, CCNG Golf acknowledges its receipt of a copy of the TCEQ Reclaimed Water Use rules also located at 30 TAC, Chapter 210, and agrees to comply with all requirements and responsibilities under such rules. CCNG Golf shall comply with all provisions of 30 TAC, Chapter 210, regarding the transfer, storage, and use of 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. CCNG Golf shall keep the CCNG Golf Facilities fully insured at its sole cost and expense.

k. Conditions of Service. CCNG Golf 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, materials, labor, and equipment, as long as the WTCPUA uses reasonable efforts to maintain the permits, agreements, materials, labor, and equipment; (ii) subject to all present and future valid laws, orders, 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 reasonably determines that CCNG's use of the Reclaimed Water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at 30 TAC Chapter 210, or successor rules or other law, as may be adopted or amended from time to time.

l. CCNG Golf's Customers. CCNG Golf shall ensure that its customers receiving Reclaimed Water under this Agreement also comply with the provisions of this Section 9, as applicable by law and TCEQ regulations.

## SECTION 10. GENERAL PROVISIONS

10.1 Indemnification. EACH PARTY, ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE OR RESPONSIBLE FOR, AND CCNG GOLF WILL INDEMNIFY SAVE AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INDEMNIFYING PARTY'S USE OF RECLAIMED WATER, AND INDEMNIFYING PARTY'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.

10.2 Venue. All amounts due under this Agreement, including, but not limited to, payments due or damages for the breach of this Agreement, will be paid and be due in Travis County, Texas, which is the County in which the administrative offices of the WTCPUA are located. The Parties agree that Travis County, Texas is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the proceeding will be brought in Travis County, Texas.

10.3 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 is 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 will not be affected thereby.

10.4 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

10.5 Prior Agreements Superseded. This Agreement constitutes the sole Agreement of the Parties with respect to the delivery, transportation, resale and use of Reclaimed Water and cancels and supersedes any prior understandings or oral or written agreements between the Parties respecting the delivery, transportation, resale, and use of any Reclaimed Water.

10.6 Effectiveness of the RWEA. The Parties are not modifying or terminating the rights and obligations of the RWEA, with all related Addenda and Exhibits, by this Agreement. To the extent that this Agreement conflict with the RWEA, as amended, then the terms of the RWEA, as amended, shall control. The delivery of Reclaimed Water to CCNG Golf under this Agreement is subordinate and subject to the requirement of CCNG Golf's obligations under the RWEA, as amended, including, but not limited to, the obligation to accept and dispose of Treated Effluent from the WTCPUA.

10.7 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.

10.8 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, "**Notice**") provided or permitted to be given, made, or accepted by any Party under this Agreement 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, will 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 will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

**CCNG Golf:** CCNG Golf, L.L.C.  
Attn: Daniel B. Porter  
13453 Highway 71 West  
Bee, Cave, Texas 78738  
(512.533.2365)  
(512.533.2305)

**WTCPUA:** West Travis County Public Utility Agency  
Attn: General Manager

13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
**(Phone Number) 512/263-0100**  
**(Fax) 512/263-2289**

Any Party may change its address for Notice by giving Notice of the change in accordance with the provisions of this section.

10.9 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 will 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.

10.10 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.

10.11 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 CCNG Golf.

## SECTION 11. ASSIGNMENT

11.1 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect until November 19, 2039 to coincide with the expiration date of the Raw Water and Effluent Agreement between the Lower Colorado River Authority and CCNG Development Company, LP dated November 19, 1999, and may thereafter be continuously renewed in writing by the mutual agreement of the Parties.

11.2 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party binds itself and its successors and permitted assigns to all obligations, promises, and covenants of this Agreement.

11.3 Transfer. If the WTCPUA assigns its obligations with respect to the provision of Reclaimed Water service to CCNG Golf under this Agreement to another party in accordance with Section 11.2, so that the WTCPUA is no longer operating the Wastewater Treatment Plant or its Reclaimed Water Transportation System, then the WTCPUA's obligations under this Agreement will become the sole responsibility of the WTCPUA's assignee.

## SECTION 12. REMEDIES UPON DEFAULT

12.1 Default. No Party will be deemed to be in default under this Agreement until the passage of 30 calendar days after receipt by the defaulting Party of notice of default from the other

Party. Upon the passage of 30 calendar days from notice of the default without cure of the default, such Party will be deemed to have defaulted for purposes of this Agreement.

12.2 No Additional Waiver Implied. The failure of any Party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement will not be construed as a waiver or relinquishment of the right to the future performance of any term, covenant, or condition by the other Party, and the obligation of the other Party with respect to future performance will continue in full force and effect.

12.3 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:

a. the aggrieved Party will, to the extent permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law, in equity, or under this Agreement; and

b. the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely if CCNG Golf fails to cure any violation within thirty (30) days after written notice has been sent by the WTCPUA, until the violation is cured; and further, the WTCPUA may terminate this Agreement if Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured such violation.

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 September 2020, all as of the day and year first written, which is the effective date of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

**CCNG GOLF, L.L.C.**

By: \_\_\_\_\_  
Daniel B. Porter, Manager

**WEST TRAVIS COUNTY  
PUBLIC UTILITY AGENCY**

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

**ATTEST:** \_\_\_\_\_  
Walt Smith, Secretary

## **EXHIBITS**

Exhibit A – 210 Permit

Exhibit B – Meters, Facilities, and Point of Delivery Map

Exhibit C – Description of Spanish Oaks Development

Bryan W. Shaw, Ph.D., *Chairman*  
Carlos Rubinstein, *Commissioner*  
Toby Baker, *Commissioner*  
Zak Covar, *Executive Director*



RECEIVED  
MAY 07 2013

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

May 2, 2013

Mr. Dennis Lozano, P.E.  
Murfee Engineering Co., Inc.  
1101 Capital of Texas Highway South, Building D, Suite 110  
Austin, Texas 78746

RE: West Travis County Public Utility Agency  
Reuse Authorization No. R13594-001  
Travis County  
CN604021980, RN102077989

Dear Mr. Lozano:

The Texas Commission on Environmental Quality has completed its review of the amendment application for the above referenced authorization. This authorization amendment allows the addition of any user within the service area authorized by the provider, changes in the service area and inclusion of dust control as additional reclaimed water use.

Thank you for your cooperation during this review process. If you have any questions, please contact Julian D. Centeno, Jr. of my staff at [julian.centeno@tceq.texas.gov](mailto:julian.centeno@tceq.texas.gov) or (512) 239-4608.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Linendoll", written over a circular stamp.

Chris Linendoll, E.I.T., Manager  
Wastewater Permitting Section  
Water Quality Division

# AUTHORIZATION FOR RECLAIMED WATER



Authorization No. R13594-001

*This authorization supersedes and replaces*

*Authorization No. R13594-001 approved September 10, 2001*

---

**Producer:** West Travis County Public Utility Agency  
816 Congress Avenue  
Austin, Texas 78701

**Provider:** West Travis County Public Utility Agency  
816 Congress Avenue  
Austin, Texas 78701

**User:** Any user within the service area authorized by the provider

**Location:** The wastewater treatment facility is located at 3100 Napa Drive, approximately 1,000 feet north of Farm-to-Market Road 2244 and approximately 3,000 feet northeast of the intersection of Farm-to-Market Road 2244 and State Highway 71 in Travis County, Texas 78738 (Site A). The Final Phase facilities will include an additional effluent storage pond (Effluent Pond No. 2) located approximately 3,000 feet northwest of the intersection of Farm-to-Market Road 2244 and State Highway 71 in Travis County, Texas 78738 and a new treatment facility at the site of the new effluent storage pond (Site B).

**Authorization:** Type I reclaimed water from the Lake Pointe Wastewater Treatment Facility (TPDES Permit No. WQ0013594001) to be used as for fire protection, residential irrigation, urban irrigation, golf course irrigation, maintenance of collection system, maintenance of water impoundment outside of the currently permitted areas as shown on the attached service map and dust control. The service area is as shown in Section XI, Service Area Map.

This authorization contains the conditions that apply for the use of reclaimed water. The approval of reclaimed water use under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer, provider, or user to obtain a separate water right authorization from the commission. This authorization does not allow irrigation of any area authorized for irrigation under a Texas Land Application Permit.

Issue Date: May 2, 2013

  
Zak Covar, Executive  
Director



**I. General Requirements**

- A. No producer or provider may transfer reclaimed water to a user without first notifying the commission.
- B. Reuse of untreated wastewater is prohibited.
- C. Food crops that may be consumed raw by humans must not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- D. There must be no nuisance conditions resulting from the distribution, the use, or storage of reclaimed water.
- E. Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- F. Reclaimed water stored in ponds must be prevented from discharging into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized.
- G. If an overflow of a holding pond occurs causing discharge into or adjacent to water in the state, the user or provider, as appropriate, shall report the noncompliance. A written submission of pertinent information must be provided to the TCEQ Region 11 office in Austin and to the TCEQ Enforcement Division (MC-224) in Austin, within five (5) working days after becoming aware of the overflow. The submission must contain:
  - 1. a description of the noncompliance and its cause;
  - 2. the potential danger to human health or safety, or the environment;
  - 3. the period of noncompliance, including exact dates and times;
  - 4. if the noncompliance has not been corrected, the anticipated time it is expected to continue; and
  - 5. steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- H. Unless otherwise provided in this authorization, there must be no off-site discharge, either airborne or surface runoff of reclaimed water from the user's property except to a wastewater treatment collection system or wastewater treatment facility unless the reclaimed water user applies for and obtains a permit from the commission that authorizes discharge of the water.
- I. All reclaimed water piping must be separated from potable water piping when trenched by a distance of at least nine feet for Type II effluent and four feet For Type I. All buried pipe must be manufactured in purple, painted purple, taped with purple metallic tape or bagged in purple. All exposed piping, hose bibs and faucets must be painted purple, designed to prevent connection to a standard water hose, and stenciled with a warning reading "NON-POTABLE WATER."
- J. The design of any new distribution system that will convey reclaimed water to a user requires the approval of the executive director. Materials must be submitted to the executive director in accordance with the Texas Engineering Practice Act (Texas Occupation Code, Chapter 1001). The plans and specifications for any new distribution

system constructed pursuant to this authorization must be approved by the executive director. Failure to secure approval before commencing construction or making a transfer of reclaimed water is a violation of this authorization. Each day of a transfer is a separate violation until approval has been secured.

- K. Nothing in this authorization modifies any requirements in 30 TAC Chapter 290, Public Drinking Water.
- L. A major change from a prior notification for use of reclaimed water must be approved by the executive director before it can be implemented. A major change includes:
  - 1. a change in the boundary of the approved service area, not including the conversion of individual lots within a subdivision to reclaimed water use;
  - 2. the addition of a new provider;
  - 3. a major change in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
  - 4. a change from either Type I or Type II use to the other.
- M. The reclaimed water producer, provider, and user shall maintain current operation and maintenance plans on the sites over which they have operational control. The operation and maintenance plan must contain the following, as a minimum:
  - 1. a copy of the signed contract between the user and provider and a copy of the signed contract between the provider and the producer, as applicable;
  - 2. a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
  - 3. the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (e.g., secured valves);
  - 4. procedures for monitoring reclaimed water;
  - 5. a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
  - 6. schedules for routine maintenance;
  - 7. a plan for worker training and safety; and
  - 8. contingency plan for system failure or upsets.
- N. One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there are hose bibs or faucets:
  - 1. Signs having a minimum size of eight inches by eight inches must be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" or similar warning.
  - 2. The area must be secured to prevent access by the public.
- O. Where a reclaimed water line parallels a sewer line, the reclaimed water line must be constructed in accordance with subsection (p) or (q) of this section. The horizontal separation distance must be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines that parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line,

the requirement of 30 TAC §290.44(e)(4)(B), Water Line Installation—crossing lines, must be followed with the reclaimed water line substituted for the water line.

- P. Reclaimed water pipes must meet the following requirements:
1. lines that transport reclaimed water under pressure must be sized according to acceptable engineering practices for the needs of the reclaimed water users.
  2. reclaimed water force mains must have an expected life of at least as long as that of the associated lift station and must be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected.
  3. must be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill).
  4. pipes and fittings must have a minimum working pressure rating of 150 pounds per square inch.
  5. Final plans and specifications must describe required pressure testing for all installed reclaimed water force mains.
  6. Minimum test pressure must be 1.5 times the maximum design pressure. Allowable leakage rates must be determined as described in 30 TAC §217.97, Pressure Sewer Systems.
  7. Gravity flow reclaimed water lines must meet the requirements of 30 TAC Chapter 217, Subchapter C, Conventional Collection Systems. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines.
- Q. All exposed piping and piping within a building must be either purple pipe or painted purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER. All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color-coding requirement of this section.
- R. When applicable, in accordance with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems, the design of the distribution systems that will convey reclaimed water to a user must be submitted to the executive director and must receive an approval before the distribution system may be constructed. The design of the distribution systems must meet the criteria of 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. When a municipality is the plan review authority for certain sewer systems that transport primarily domestic waste, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality.
- S. All ground level and elevated storage tanks must be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

## **II. Storage Requirements for Reclaimed Water**

- A. Storage facilities for retaining reclaimed water prior to use must not be located within a floodway.
- B. Storage ponds must be hydraulically separated from waters in the state.
- C. Any holding pond designed to contain Type I effluent or Type II effluent that is located within a DRASTIC Pollution Potential Index Zone of less than 110, shall conform to the following requirements:
  - 1. Ponds with an earthen liner must meet the following requirements
    - a. A permeability of less than  $1 \times 10^{-4}$  cm/sec;
    - b. The ponds must be designed and constructed to prevent groundwater contamination;
    - c. Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
    - d. All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density;
    - e. Soil liners must meet the following particle size gradation and Atterberg limits:
      - i. 30% or more passing a number 200 mesh sieve; and
      - ii. a liquid limit of 30% or greater; and
      - iii. a plasticity index of 15 or greater;
    - f. In situ liners at least 24 inches thick meeting a permeability less than or equal to  $1 \times 10^{-4}$  cm/sec are acceptable alternatives; In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
- D. Synthetic membrane linings must have a minimum thickness of 40 mils and have a leak detection system;
- E. Certification by a Texas licensed professional engineer must be furnished stating that the pond liner meets the appropriate criteria prior to use of the facilities;
- F. Soil embankment walls must have a top width of at least five feet. The interior and exterior slopes of soil embankment walls must be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are used. All soil embankment walls must be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals must be installed on all pipe penetrating the embankments; and
- G. An alternative method of pond lining that provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
- H. Reclaimed water may be stored in leak-proof, fabricated tanks;
- I. Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or

impairment of groundwater for its actual or intended use will be also subject to the storage requirements of this section.

### III. Specific Uses and Quality Standards for Reclaimed Water

- A. Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system.
- B. The reclaimed water producer shall establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV, Sampling and Analysis.
- C. Types and quality standards for reclaimed water.
  1. Type I Reclaimed Water Use. The use of Type I reclaimed water is for situations where the public may come in contact with the reclaimed water. The uses allowed by this authorization are:
    - a. Irrigation: residential, urban and golf course;
    - b. maintenance of collection system
    - c. Fire protection, (internal sprinkler system of external fire hydrants);
    - d. maintenance of water impoundments;
    - e. dust control.
  2. The following conditions apply to Type I use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type I reclaimed water use. Type I reclaimed water on a 30-day average must have a quality of no more than:

**Table 1. Type I Quality Requirements**

Parameter	Limit	Limit Type
Turbidity	3 NTUs	30-day average
CBOD <sub>5</sub>	5 mg/l	30-day average
<i>E. coli</i>	20/100 ml	30-day geometric mean (MPN or CFU)
<i>E. coli</i>	75/100 ml	maximum single grab sample (MPN or CFU)

#### D. Test Procedures

1. Test procedures for the analysis of pollutants must comply with procedures specified in 30 TAC §§319.11 - 319.12. Measurements, tests, and calculations must accurately represent the reclaimed water.
2. All laboratory tests submitted to demonstrate compliance with this authorization must meet the requirements of 30 TAC Chapter 25, *Environmental Testing Laboratory Accreditation and Certification*.

### IV. Sampling and Analysis

- A. The reclaimed water producer shall sample the reclaimed water prior to distribution to

the entity that first received the reclaimed water after it leaves the wastewater treatment facility (provider or user) to assure that the water quality meets the standard for the contracted use.

- B. Analytical methods must be in compliance with 30 TAC Chapter 319, *Monitoring and Reporting*.
- C. The minimum sampling and analysis frequency for Type I reclaimed water is twice per week when reclaimed water is being produced and shall be reported as outfall 800.
- D. The monitoring must be done after the final treatment unit.
- E. The records of the monitoring must be kept on a monthly basis and be available at the facility site for inspection by representatives of the Commission for at least five years.

## **V. Record Keeping and Reporting**

- A. The reclaimed water provider and user shall maintain records on site for a period of at least five years.
- B. The producer shall maintain the following records:
  - 1. copies of notifications made to the commission concerning reclaimed water projects;
  - 2. as applicable, copies of contracts with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water);
  - 3. records of the volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water); and
  - 4. reclaimed water quality analyses.
- C. The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. The reports are due by the 20th day of the month following the reporting period.
  - 1. volume of reclaimed water delivered to each user; and
  - 2. quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria, except those listed as "not to exceed" that must be reported as individual analyses.

## **VI. Transfer of Reclaimed Water**

- A. Reclaimed water must be transferred from a provider to a user on a demand only basis. A reclaimed water user may refuse delivery of reclaimed water at any time.
- B. All reclaimed water transferred to a user must be of at least the quality specified in Section IV, *Sampling and Analysis*.
- C. Transfer must be by pipes or tank trucks.
- D. The transfer of reclaimed water must be terminated immediately if a provider becomes aware of the misuse of the reclaimed water by the user, regardless of contract provisions.

## **VII. Restrictions**

- A. This authorization does not convey any property right and does not grant any exclusive privilege.
- B. This authorization does not allow the use of reclaimed water on land that is authorize as a disposal site under either a Texas Pollutant Discharge Elimination System (TPDES) permit or a Texas Land Application Permit (TLAP).

## **VIII. Responsibilities and Contracts**

- A. The producer of reclaimed water is not liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have at least but are not limited to the following responsibilities:
  - 1. The reclaimed water producer shall: transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user;
    - a. sample and analyze the reclaimed water and report the analyses in accordance with Section IV, Sampling and Analysis, and Section V, Recordkeeping and Reporting; and
    - b. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director.
  - 2. The reclaimed water provider shall:
    - a. ensure construction of reclaimed water distribution systems in accordance with 30 TAC Chapter 217, Design of Domestic Wastewater Systems, and in accordance with approved plans and specifications;
    - b. transfer reclaimed water of at least the minimum quality required by this authorization at the point of delivery to the user;
    - c. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director; and
    - d. not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
  - 3. The reclaimed water user shall:
    - a. use the reclaimed water in accordance with this authorization; and
    - b. maintain and provide records as required by Section V, Record Keeping and Reporting.

## **IX. Enforcement**

If the producer, provider, or user fail to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code §26.019 and §26.136.

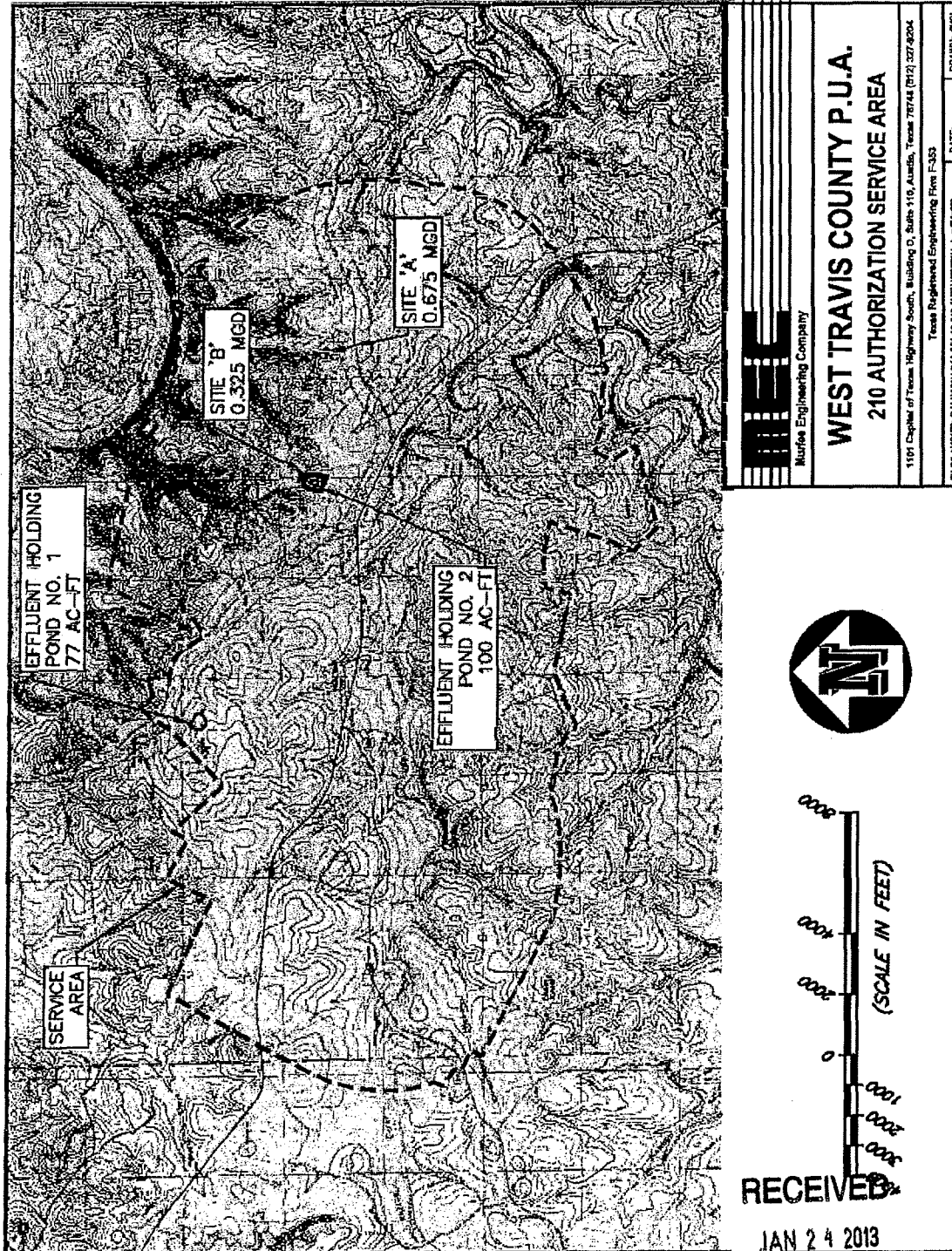
## **X. Standard Provisions**

West Travis County Public Utility Agency  
Reclaimed Authorization No. R13594-001

- A. This authorization is granted in accordance with the rules and orders of the commission and the laws of the state of Texas.
- B. Acceptance of this authorization constitutes an acknowledgment and agreement that the producer, provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other orders of the commission and the laws of the state of Texas. Agreement is a condition precedent to the granting of this authorization.



**XI. Service Area Map**



Water Quality Applications Team

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niermann, *Commissioner*  
Stephanie Bergeron Perdue, *Interim Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

July 2, 2018

*Received  
7/10/2018  
RNP*

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

Re: West Travis County Public Utility Agency  
Reuse Authorization No. R13594001A  
Travis County  
CN604021980, RN102077989

Dear Mr. Roberts:

The Texas Commission on Environmental Quality (TCEQ) has completed its review of the application for the above referenced authorization. The authorization allows the reuse of Type I wastewater effluent from West Travis County Public Utility Agency's Lake Pointe wastewater treatment facility.

Notify this office and the appropriate regional office at least 30 days before reclaimed water is distributed. If the plans and specifications for the project have been approved, the authorization will be activated and the facility will be issued monthly effluent report (MER) forms for reporting quality and quantity of reclaimed water used. See Requirement V(d) on page 7 of the attached authorization.

Thank you for your cooperation during this review process. If you have any questions, please contact Paul A. Brochi of my staff at [paul.brochi@tceq.texas.gov](mailto:paul.brochi@tceq.texas.gov) or (512) 239-1372.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Linendoll".

Chris Linendoll, E.I.T., Manager  
Wastewater Permitting Section  
Water Quality Division  
CL/PB/initials of admin reviewer

cc: Mr. Daniel B. Porter, CCNG Golf, L.L.C., 13443 West Highway 71, Bee Cave, Texas 78738  
Mr. Dennis Lozano, District Engineer, Murfee Engineering Company, Inc., 1101 South Capital of Texas Highway, Building D, Suite 110, Austin, Texas 78746



# AUTHORIZATION FOR RECLAIMED WATER



Authorization No. R13594-001A

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**Producer:** West Travis County Public Utility Agency  
12117 Bee Cave Road, Building 3, Suite 120  
Austin, Texas 78738  
CN604021980, RN102077989

**Provider:** CCNG Golf, LLC  
13443 State Highway 71 West  
Bee Cave, Texas 78738  
CN605488956, RN102770237

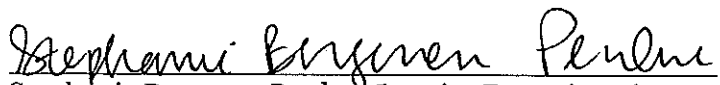
**User:** Any user within the service area authorized by the provider

**Location:** The wastewater treatment facility is located at 3100 Napa Drive, Austin, in Travis County, Texas 78738. The corresponding geographical coordinate set is 30.310897 degrees N latitude and 97.926172 degrees W longitude.

**Authorization:** Type I reclaimed water from the West Travis County Public Utility Agency's Lake Pointe Wastewater Treatment Facility (Texas Commission on Environmental Quality (TCEQ) Permit No. WQ0013594001) to be used for irrigation of common areas, residences, public parks, golf courses, athletic fields, and soil compaction and dust control in construction areas. The service area is defined as shown in Section XI, Service Area Map.

This authorization contains the conditions that apply for the use of reclaimed water. The approval of reclaimed water use under Chapter 210 does not affect any existing water rights. If applicable, a reclaimed water use authorization in no way affects the need of a producer, provider, or user to obtain a separate water right authorization from the commission. This authorization does not allow irrigation of any area authorized for irrigation under a Texas Land Application Permit.

Issue Date: July 2, 2018

  
Stephanie Bergeron Perdue, Interim Executive Director

## **I. General Requirements**

- A. No producer or provider may transfer reclaimed water to a user without first notifying the commission.
- B. Reuse of untreated wastewater is prohibited.
- C. Food crops that may be consumed raw by humans must not be spray irrigated. Food crops including orchard crops that will be substantially processed prior to human consumption may be spray irrigated. Other types of irrigation that avoid contact of reclaimed water with edible portions of food crops are acceptable.
- D. There must be no nuisance conditions resulting from the distribution, the use, or storage of reclaimed water.
- E. Reclaimed water must not be used in a way that degrades groundwater quality to a degree adversely affecting its actual or potential uses.
- F. Reclaimed water stored in ponds must be prevented from discharging into waters in the state, except for discharges directly resulting from rainfall events or in accordance with a permit issued by the commission. All other discharges are unauthorized.
- G. If an overflow of a holding pond occurs causing discharge into or adjacent to water in the state, the user or provider, as appropriate, shall report the noncompliance. A written submission of pertinent information must be provided to the TCEQ Region 11 office in Austin, Texas and to the TCEQ Enforcement Division (MC-149) in Austin, within five (5) working days after becoming aware of the overflow. The submission must contain:
  - 1. a description of the noncompliance and its cause;
  - 2. the potential danger to human health or safety, or the environment;
  - 3. the period of noncompliance, including exact dates and times;
  - 4. if the noncompliance has not been corrected, the anticipated time it is expected to continue; and
  - 5. steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.
- H. Unless otherwise provided in this authorization, there must be no off-site discharge, either airborne or surface runoff of reclaimed water from the user's property except to a wastewater treatment collection system or wastewater treatment facility unless the reclaimed water user applies for and obtains a permit from the commission that authorizes discharge of the water.
- I. All reclaimed water piping must be separated from potable water piping when trenched by a distance of at least nine feet for Type II effluent and four feet for Type I. All buried pipe must be manufactured in purple, painted purple, taped with purple metallic tape or bagged in purple. All exposed piping, hose bibs and faucets must be painted purple, designed to prevent connection to a standard water hose, and stenciled with a warning reading "NON-POTABLE WATER."
- J. The design of any new distribution system that will convey reclaimed water to a user requires the approval of the executive director. Materials must be submitted to the executive director in accordance with the Texas Engineering Practice Act (Article 3271a, Vernon's Annotated Texas Statutes). The plans and specifications for any new

distribution system constructed pursuant to this authorization must be approved by the executive director. Failure to secure approval before commencing construction or making a transfer of reclaimed water is a violation of this authorization. Each day of a transfer is a separate violation until approval has been secured.

- K. Nothing in this authorization modifies any requirements in 30 TAC Chapter 290, Public Drinking Water.
- L. A major change from a prior notification for use of reclaimed water must be approved by the executive director before it can be implemented. A major change includes:
  - 1. a change in the boundary of the approved service area, not including the conversion of individual lots within a subdivision to reclaimed water use;
  - 2. the addition of a new provider;
  - 3. a major change in the intended use, such as conversion from irrigation of a golf course to residential irrigation; or
  - 4. a change from either Type I or Type II use to the other.
- M. The reclaimed water producer, provider, and user shall maintain current operation and maintenance plans on the sites over which they have operational control. The operation and maintenance plan must contain the following, as a minimum:
  - 1. a copy of the signed contract between the user and provider and a copy of the signed contract between the provider and the producer, as applicable;
  - 2. a labeling and separation plan for the prevention of cross connections between reclaimed water distribution lines and potable water lines;
  - 3. the measures that will be implemented to prevent unauthorized access to reclaimed water facilities (e.g., secured valves);
  - 4. procedures for monitoring reclaimed water;
  - 5. a plan for how reclaimed water use will be scheduled to minimize the risk of inadvertent human exposure;
  - 6. schedules for routine maintenance;
  - 7. a plan for worker training and safety; and
  - 8. contingency plan for system failure or upsets.
- N. One of the following requirements must be met by the user or provider, for any area where reclaimed water is stored or where there are hose bibs or faucets:
  - 1. Signs having a minimum size of eight inches by eight inches must be posted at all storage areas and on all hose bibs and faucets reading, in both English and Spanish, "Reclaimed Water, Do Not Drink" or similar warning.
  - 2. The area must be secured to prevent access by the public.
- O. Where a reclaimed water line parallels a sewer line, the reclaimed water line must be constructed in accordance with subsection (p) or (q) of this section. The horizontal separation distance must be three feet (outside to outside) with the reclaimed water line at the level of or above the sewer line. Reclaimed water lines that parallel sewer lines may be placed in the same benched trench. Where a reclaimed water line crosses a sewer line,

the requirement of 30 TAC §290.44(e)(4)(B), Water Line Installation—crossing lines, must be followed with the reclaimed water line substituted for the water line.

P. Reclaimed water pipes must meet the following requirements:

1. Lines that transport reclaimed water under pressure must be sized according to acceptable engineering practices for the needs of the reclaimed water users.
2. Reclaimed water force mains must have an expected life of at least as long as that of the associated lift station and must be suitable for the reclaimed water being pumped and operating pressure to which it will be subjected.
3. Pipes must be identified in the technical specifications with appropriate American Society for Testing and Materials, American National Standard Institute, or American Water Works Association standard numbers for both quality control (dimensions, tolerance, and installation such as bedding or backfill).
4. Pipes and fittings must have a minimum working pressure rating of 150 pounds per square inch.
5. Final plans and specifications must describe required pressure testing for all installed reclaimed water force mains.
6. Minimum test pressure must be 1.5 times the maximum design pressure. Allowable leakage rates must be determined as described in 30 TAC §217.97, Pressure Sewer Systems.
7. Gravity flow reclaimed water lines must meet the requirements of 30 TAC Chapter 217, Subchapter C, Conventional Collection Systems. The provider shall prevent high velocity scouring and maintain adequate fluid velocity to prevent the deposition of solids in the lines.

- Q. All exposed piping and piping within a building must be either purple pipe or painted purple. All exposed piping should be stenciled in white with a warning reading "NON-POTABLE WATER. All exposed or buried reclaimed water piping constructed at a wastewater treatment facility is exempt from the color-coding requirement of this section.
- R. When applicable, in accordance with 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems, the design of the distribution systems that will convey reclaimed water to a user must be submitted to the executive director and must receive an approval before the distribution system may be constructed. The design of the distribution systems must meet the criteria of 30 TAC Chapter 217, Design Criteria for Domestic Wastewater Systems. When a municipality is the plan review authority for certain sewer systems that transport primarily domestic waste, in lieu of the commission, design submittal will not be subject to submittal to the commission and instead must be approved by the municipality.
- S. All ground level and elevated storage tanks must be designed, installed, and constructed in accordance with current AWWA standards with reference to materials to be used and construction practices to be followed, except for health-based standards strictly related to potable water storage and contact practices, where appropriately less restrictive standards may be applied.

## **II. Storage Requirements for Reclaimed Water**

- A. Storage facilities for retaining reclaimed water prior to use must not be located within a floodway.
- B. Storage ponds must be hydraulically separated from waters in the state.
- C. Any holding pond designed to contain Type I effluent that is located within a DRASTIC Pollution Potential Index Zone of less than 110, shall conform to the following requirements:
  - 1. Ponds with an earthen liner must meet the following requirements
    - a. A permeability of less than  $1 \times 10^{-4}$  cm/sec;
    - b. The ponds must be designed and constructed to prevent groundwater contamination;
    - c. Soils used for pond lining must be free from foreign material such as paper, brush, trees, and large rocks; and
    - d. All soil liners must be of compacted material, at least 24 inches thick, compacted in lifts no greater than 6 inches thick and compacted to 95% of Standard Proctor Density;
    - e. Soil liners must meet the following particle size gradation and Atterberg limits:
      - i. 30% or more passing a number 200 mesh sieve; and
      - ii. a liquid limit of 30% or greater; and
      - iii. a plasticity index of 15 or greater;
    - f. In situ liners at least 24 inches thick meeting a permeability less than or equal to  $1 \times 10^{-4}$  cm/sec are acceptable alternatives; In-situ clay soils meeting the soils liner requirements must be excavated and re-compacted a minimum of 6 inches below planned grade to assure a uniformly compacted finished surface.
- D. Synthetic membrane linings must have a minimum thickness of 40 mils and have a leak detection system;
- E. Certification by a Texas licensed professional engineer must be furnished stating that the pond liner meets the appropriate criteria prior to use of the facilities;
- F. Soil embankment walls must have a top width of at least five feet. The interior and exterior slopes of soil embankment walls must be no steeper than one foot vertical to three feet horizontal unless alternate methods of slope stabilization are used. All soil embankment walls must be protected by a vegetative cover or other stabilizing material to prevent erosion. Erosion stops and water seals must be installed on all pipe penetrating the embankments; and
- G. An alternative method of pond lining that provides equivalent or better water quality protection than provided under this section may be utilized with the prior approval of the executive director; and
- H. Reclaimed water may be stored in leak-proof, fabricated tanks;
- I. Subsequent holding ponds utilized for the receipt and storage of reclaimed water of a quality that could cause or causes a violation of a surface water quality standard or



impairment of groundwater for its actual or intended use will be also subject to the storage requirements of this section.

### III. Specific Uses and Quality Standards for Reclaimed Water

- A. Numerical parameter limits pertaining to specific reclaimed water use categories are contained in this section. These limits apply to reclaimed water before discharge to initial holding ponds or a reclaimed water distribution system.
- B. The reclaimed water producer shall establish that the reclaimed water meets the quality limits at the sample point for the intended use in accordance with the monitoring requirements identified in Section IV, Sampling and Analysis.
- C. Types and quality standards for reclaimed water.
  1. Type I Reclaimed Water Use. The use of Type I reclaimed water is for situations where the public may come in contact with the reclaimed water. The uses allowed by this authorization are the irrigation of public landscapes and parks, schoolyards, athletic fields and golf courses. Also, the reclaimed water can be used for soil compaction and dust control in construction areas where application procedures minimize aerosol drift to public areas.
  2. The following conditions apply to Type I use of reclaimed water. At a minimum, the reclaimed water producer shall transfer only reclaimed water of the following quality as described for Type I reclaimed water use. Type I reclaimed water on a 30-day average must have a quality of no more than:

**Table 1. Type I Quality Requirements**

Parameter	Limit	Limit Type
Turbidity	3 NTUs	30-day average
CBOD <sub>5</sub>	5 mg/l	30-day average
Fecal coliform or <i>E. coli</i>	20/100 ml	30-day geometric mean (MPN or CFU)
Fecal coliform or <i>E. coli</i>	75/100 ml	maximum single grab sample (MPN or CFU)

3. Test procedures for the analysis of pollutants must comply with procedures specified in 30 TAC §§319.11 - 319.12. Measurements, tests, and calculations must accurately represent the reclaimed water.
4. All laboratory tests submitted to demonstrate compliance with this authorization must meet the requirements of 30 TAC Chapter 25, *Environmental Testing Laboratory Accreditation and Certification*.

#### **IV. Sampling and Analysis**

- A. The reclaimed water producer shall sample the reclaimed water prior to distribution to the entity that first received the reclaimed water after it leaves the wastewater treatment facility (provider or user) to assure that the water quality meets the standard for the contracted use.
- B. Analytical methods must be in compliance with 30 TAC Chapter 319, *Monitoring and Reporting*.
- C. The minimum sampling and analysis frequency for Type I reclaimed water is twice per week when reclaimed water is being produced and shall be reported as outfall 801.
- D. The monitoring must be done after the final treatment unit.
- E. The records of the monitoring must be kept on a monthly basis and be available at the facility site for inspection by representatives of the Commission for at least five years.

#### **V. Record Keeping and Reporting**

- A. The reclaimed water provider and user shall maintain records on site for a period of at least five years.
- B. The producer shall maintain the following records:
  - 1. copies of notifications made to the commission concerning reclaimed water projects;
  - 2. as applicable, copies of contracts with each reclaimed water user (this requirement does not include reclaimed water users at residences that have separate distribution lines for potable water);
  - 3. records of the volume of water delivered to each reclaimed water user per delivery (this requirement does not apply to reclaimed water users at residences that have separate distribution lines for potable water); and
  - 4. reclaimed water quality analyses.
- C. The reclaimed water provider or producer shall report to the commission on a monthly basis the following information on forms furnished by the executive director. The reports are due by the 20th day of the month following the reporting period.
  - 1. volume of reclaimed water delivered to each user; and
  - 2. quality of reclaimed water delivered to a user or provider reported as a monthly average for each quality criteria, except those listed as "not to exceed" that must be reported as individual analyses.
- D. Monitoring requirements contained in the authorization are suspended from the effective date of the authorization until the reclaimed water is transferred. The provider shall provide written notice to the Water Quality Application Team (MC 148) and the appropriate TCEQ regional office at least thirty (30) days prior to transfer of reclaimed water.

**VI. Transfer of Reclaimed Water**

- A. Reclaimed water must be transferred from a provider to a user on a demand only basis. A reclaimed water user may refuse delivery of reclaimed water at any time.
- B. All reclaimed water transferred to a user must be of at least the quality specified in Section IV, *Sampling and Analysis*.
- C. Transfer must be by pipes or tank trucks.
- D. The transfer of reclaimed water must be terminated immediately if a provider becomes aware of the misuse of the reclaimed water by the user, regardless of contract provisions.

**VII. Restrictions**

- A. This authorization does not convey any property right and does not grant any exclusive privilege.
- B. This authorization does not allow the use of reclaimed water on land that is authorized as a disposal site under either a Texas Pollutant Discharge Elimination System (TPDES) permit or a Texas Land Application Permit (TLAP).

**VIII. Responsibilities and Contracts**

- A. The producer of reclaimed water is not liable for misapplication of reclaimed water by users, except as provided in this section. Both the reclaimed water provider and user have at least but are not limited to the following responsibilities:
  - 1. The reclaimed water producer shall: transfer reclaimed water of at least the minimum quality required by this chapter at the point of delivery to the user;
    - a. sample and analyze the reclaimed water and report the analyses in accordance with Section IV, *Sampling and Analysis*, and Section V, *Recordkeeping and Reporting*; and
    - b. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director.
  - 2. The reclaimed water provider shall:

- a. ensure construction of reclaimed water distribution systems in accordance with 30 TAC Chapter 217, Design of Domestic Wastewater Systems, and in accordance with approved plans and specifications;
  - b. transfer reclaimed water of at least the minimum quality required by this authorization at the point of delivery to the user;
  - c. notify the executive director in writing within five (5) days after obtaining knowledge of reclaimed water use not authorized by the executive director; and
  - d. not be found in violation of this chapter for the misuse of the reclaimed water by the user if transfer of such water is shut off promptly upon knowledge of misuse regardless of contract provisions.
3. The reclaimed water user shall:
- a. use the reclaimed water in accordance with this authorization; and
  - b. maintain and provide records as required by Section V, Record Keeping and Reporting.

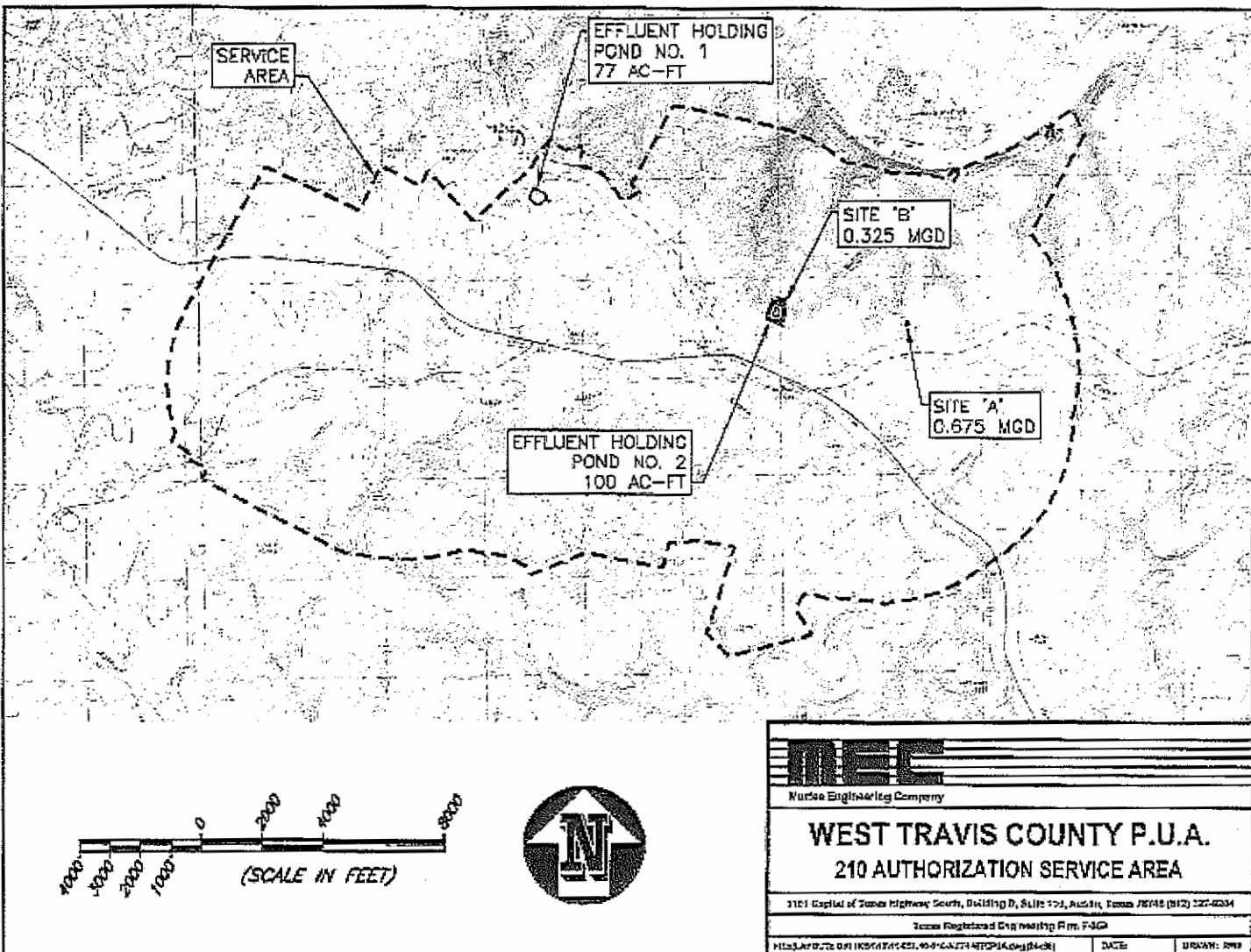
**IX. Enforcement**

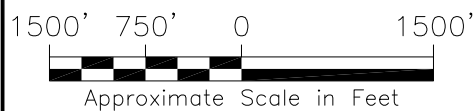
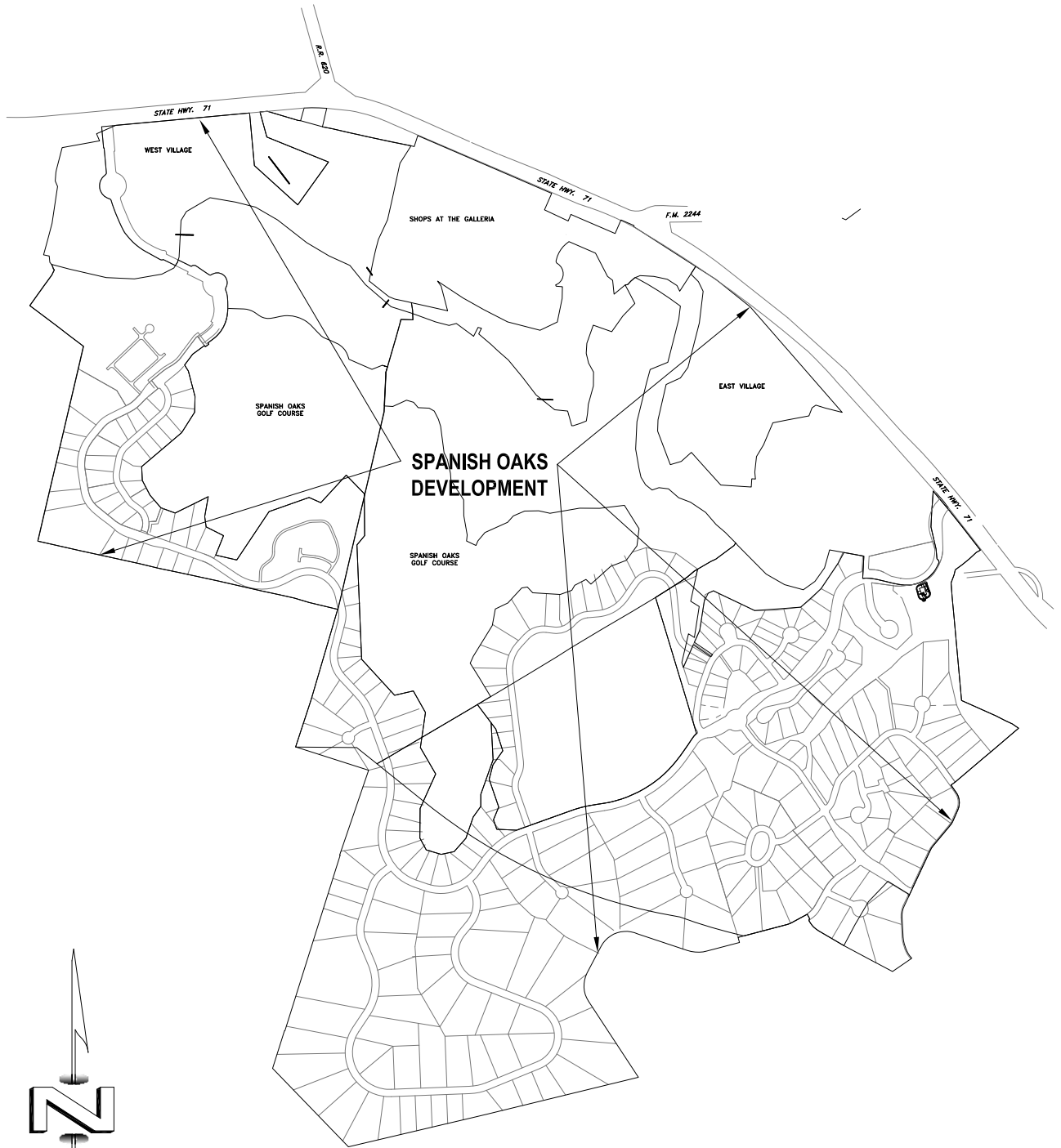
If the producer, provider, or user fail to comply with the terms of this authorization, the executive director may take enforcement action provided by the Texas Water Code §26.019 and §26.136.

**X. Standard Provisions**

- A. This authorization is granted in accordance with the rules and orders of the commission and the laws of the state of Texas.
- B. Acceptance of this authorization constitutes an acknowledgment and agreement that the producer, provider and user will comply with all the terms, provisions, conditions, limitations and restrictions embodied in this authorization and with the rules and other orders of the commission and the laws of the state of Texas. Agreement is a condition precedent to the granting of this authorization.

XI. Service Area Map





## **VI. NEW BUSINESS**

# ITEM A



## Jennifer Riechers

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

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

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

Tony

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

Tony:

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

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

Thanks,



ENGINEERING | CONSULTING | MANAGEMENT

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

**SUMMARY OF CONCEPT:**

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

**BENEFITS:**

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

## CONTRACT TERMS TO BE INCLUDED IN WHOLESALE CONTRACTS

1. The wholesale contract shall identify existing and potential service connections within the wholesale service area that (the “*Designated Reuse Area*”) may be furnished treated wastewater effluent for irrigation in lieu of potable water (both existing connections and potential connections). This will include common areas irrigated with potable water, irrigation areas for commercial customers, and other lands that would otherwise be served by a dedicated irrigation meter.
2. The wholesale contract will specify a time period (the “*Reuse System Deadline*”) for implementation of the wastewater reuse system by the wholesale customer. (This may either be a period of years or a number of connections within the wholesale service territory.)
3. Any PUA Connection Fees collected by the wholesale customer within the Reuse Area must be escrowed by the wholesale customer and may only be used to fund costs required for implementation of the beneficial reuse system.
5. The wholesale customer is responsible for funding all costs associated with implementation of the beneficial reuse system in excess of the escrowed fees.
6. The wholesale customer is responsible for securing Chapter 210 beneficial reuse authorization from TCEQ for the reuse system.
7. If the beneficial reuse system has not be completed by the Reuse System Deadline, all escrowed Connection Fees must be tendered to the PUA.
8. The wholesale customer shall connect all potable water meter irrigation connections in the Designated Reuse Area for which Connection Fees have been escrowed to the beneficial reuse system.
9. The wholesale customer may also connect potable water irrigation meter customers for which Connection Fees were previously remitted to the PUA to the reuse system. In such an event, all capacity (LUEs) for which Connection Fees were previously paid shall be available and credited to future potable water connections.

## ITEM D

**FY 2021 Budget  
September 17, 2020**

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# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 10 - General Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 60 - Water Revenue</b>		
<b>Department: 10 - Water</b>		
10-10-6001	Retail Revenue-71 System	\$ 7,167,000
10-10-6002	Retail Revenue-290 System	\$ 6,963,000
10-10-6003	Wholesale Revenue-71 System	\$ 2,965,000
10-10-6004	Wholesale Revenue-290 System	\$ 2,737,000
10-10-6005	Other Revenue-71 System	\$ 111,000
10-10-6006	Other Revenue-290 System	\$ 76,000
<b>Total Department: 10 - Water:</b>		<b>\$ 20,019,000</b>
<b>Total MajorGroup: 60 - Water Revenue:</b>		<b>\$ 20,019,000</b>
<b>MajorGroup: 61 - Wastewater Revenue</b>		
<b>Department: 20 - Wastewater</b>		
10-20-6101	Retail Revenue-Wastewater	\$ 3,362,000
10-20-6102	Wholesale Revenue-Wastewater	\$ 828,000
10-20-6103	Pre-Treatment Surcharges	\$ 121,000
10-20-6104	Other Revenue-Wastewater	\$ 5,000
<b>Total Department: 20 - Wastewater:</b>		<b>\$ 4,316,000</b>
<b>Total MajorGroup: 61 - Wastewater Revenue:</b>		<b>\$ 4,316,000</b>
<b>MajorGroup: 62 - SER Project Revenue</b>		
<b>Department: 55 - SER Projects</b>		
10-55-6201	LUE Reservation Fees-Water 71 System	\$ 335,000
10-55-6202	LUE Reservation Fees-Water 290 System	\$ 665,000
10-55-6203	LUE Reservation Fees-Wastewater	\$ 263,000
10-55-6204	SER App & Eng Review Fees	\$ 60,000
10-55-6205	SER Construction Inspection Fees	\$ 200,000
<b>Total Department: 55 - SER Projects:</b>		<b>\$ 1,523,000</b>
<b>Total MajorGroup: 62 - SER Project Revenue:</b>		<b>\$ 1,523,000</b>
<b>MajorGroup: 68 - Other Income</b>		
<b>Department: 90 - Admin</b>		
10-90-6801	Miscellaneous Income	\$ 45,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 45,000</b>
<b>Total MajorGroup: 68 - Other Income:</b>		<b>\$ 45,000</b>
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
10-90-6901	Investment Income, Net	\$ 130,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 130,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 130,000</b>
<b>Total Revenue:</b>		<b>\$ 26,033,000</b>
<b>Expense</b>		
<b>MajorGroup: 70 - Water Expense</b>		
<b>Department: 10 - Water</b>		
10-10-7001	Maintenance	\$ 232,000
10-10-7004	Repairs	\$ 345,000
10-10-7007	Stock Supplies	\$ 33,000
10-10-7010	Small Tools	\$ 2,000
10-10-7013	Grounds Maintenance	\$ 39,000
10-10-7016	Raw Water	\$ 1,220,000
10-10-7019	Chemicals	\$ 281,000
10-10-7022	Sludge Disposal	\$ 200,000
10-10-7025	Utilities-Electric	\$ 1,147,000
10-10-7034	Utilities-Other	\$ 7,000



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
10-10-7037	Permit Expense	\$ 20,000
10-10-7040	Laboratory Fees	\$ 22,000
10-10-7043	Contracted Services	\$ 76,000
10-10-7049	Uniforms & Safety Equipment	\$ 4,500
10-10-7052	Office Supplies	\$ 3,300
10-10-7061	Other Expense	\$ 21,300
10-10-7062	Vehicle Fuel	\$ 9,000
10-10-7063	Vehicle Maint & Repair	\$ 6,000
10-10-7064	Vehicle Other Expense	\$ 1,500
10-10-7307	Wages	\$ 420,337
10-10-7308	Overtime	\$ 43,000
10-10-7309	License Bonus	\$ 1,750
10-10-7315	Disability-LT/ST	\$ 5,007
10-10-7316	Group Life Ins/ADD	\$ 2,321
10-10-7317	Health/Dental/Vision Insurance	\$ 48,080
10-10-7318	TCDRS Contribution	\$ 40,134
10-10-7320	Longevity	\$ 1,800
10-10-7325	Payroll Taxes	\$ 33,953
10-10-7326	Workers Comp	\$ 12,000
10-10-7359	Meals	\$ 800
10-10-7363	Membership & Dues	\$ 500
10-10-7377	License Fees	\$ 600
10-10-7385	Training and Continuing Education	\$ 9,792
10-10-7387	Travel Expense	\$ 1,500
<b>Total Department: 10 - Water:</b>		<b>\$ 4,291,174</b>
<b>Department: 80 - Information Technology</b>		
10-80-7028	Utilities-Telephone-Water	\$ 22,000
10-80-7031	Utilities-Internet-Water	\$ 2,900
10-80-7046	SCADA Maintenance-Water	\$ 48,000
<b>Total Department: 80 - Information Technology:</b>		<b>\$ 72,900</b>
<b>Total MajorGroup: 70 - Water Expense:</b>		<b>\$ 4,364,074</b>
<b>MajorGroup: 71 - Wastewater Expense</b>		
<b>Department: 20 - Wastewater</b>		
10-20-7101	Maintenance	\$ 92,000
10-20-7104	Repairs	\$ 157,000
10-20-7107	Stock Supplies	\$ 49,000
10-20-7110	Small Tools	\$ 5,000
10-20-7113	Grounds Maintenance	\$ 38,000
10-20-7119	Chemicals	\$ 65,000
10-20-7122	Sludge Disposal	\$ 690,000
10-20-7125	Utilities-Electric	\$ 250,000
10-20-7134	Utilities-Other	\$ 7,200
10-20-7137	Permit Expense	\$ 2,500
10-20-7140	Laboratory Fees	\$ 33,000
10-20-7143	Contracted Services	\$ 20,000
10-20-7149	Uniforms & Safety Equipment	\$ 2,000
10-20-7152	Office Supplies	\$ 1,000
10-20-7155	Pre-Treatment Lab Testing	\$ 23,000
10-20-7158	Lease-Effluent Pond	\$ 93,000
10-20-7161	Other Expense	\$ 5,000
10-20-7162	Vehicle Fuel	\$ 12,000
10-20-7163	Vehicle Maint & Repair	\$ 8,000
10-20-7164	Vehicle Other Expense	\$ 2,000
10-20-7307	Wages	\$ 241,060
10-20-7308	Overtime	\$ 23,000
10-20-7309	License Bonus	\$ 500





# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
10-20-7315	Disability-LT/ST	\$ 2,876
10-20-7316	Group Life Ins/ADD	\$ 1,330
10-20-7317	Health/Dental/Vision Insurance	\$ 27,474
10-20-7318	TCDRS Contribution	\$ 21,695
10-20-7320	Longevity	\$ 900
10-20-7325	Payroll Taxes	\$ 17,611
10-20-7326	Workers Comp	\$ 6,800
10-20-7359	Meals	\$ 700
10-20-7363	Membership & Dues	\$ 500
10-20-7377	License Fees	\$ 600
10-20-7385	Training and Continuing Education	\$ 6,667
10-20-7387	Travel Expense	\$ 1,500
<b>Total Department: 20 - Wastewater:</b>		<b>\$ 1,907,914</b>
<b>Department: 80 - Information Technology</b>		
10-80-7128	Utilities-Telephone-Wastewater	\$ 26,000
10-80-7131	Utilities-Internet-Wastewater	\$ 2,000
10-80-7146	SCADA Maintenance-Wastewater	\$ 4,000
<b>Total Department: 80 - Information Technology:</b>		<b>\$ 32,000</b>
<b>Total MajorGroup: 71 - Wastewater Expense:</b>		<b>\$ 1,939,914</b>
<b>MajorGroup: 72 - Shared Operations Expense</b>		
<b>Department: 40 - Electromechanical</b>		
10-40-7207	Stock Supplies	\$ 60,000
10-40-7210	Small Tools	\$ 20,500
10-40-7243	Contracted Services	\$ 6,250
10-40-7249	Uniforms & Safety Equipment	\$ 4,000
10-40-7261	Other Expense	\$ 2,000
10-40-7262	Vehicle Fuel	\$ 12,000
10-40-7263	Vehicle Maint & Repair	\$ 8,000
10-40-7264	Vehicle Other Expense	\$ 2,000
10-40-7307	Wages	\$ 305,835
10-40-7308	Overtime	\$ 25,000
10-40-7309	License Bonus	\$ 500
10-40-7315	Disability-LT/ST	\$ 3,143
10-40-7316	Group Life Ins/ADD	\$ 1,689
10-40-7317	Health/Dental/Vision Insurance	\$ 34,343
10-40-7318	TCDRS Contribution	\$ 27,525
10-40-7320	Longevity	\$ 600
10-40-7325	Payroll Taxes	\$ 22,937
10-40-7326	Workers Comp	\$ 6,800
10-40-7359	Meals	\$ 700
10-40-7363	Membership & Dues	\$ 500
10-40-7377	License Fees	\$ 600
10-40-7385	Training and Continuing Education	\$ 7,708
10-40-7387	Travel Expense	\$ 1,500
<b>Total Department: 40 - Electromechanical:</b>		<b>\$ 554,130</b>
<b>Department: 50 - Line Maintenance</b>		
10-50-7207	Stock Supplies	\$ 65,000
10-50-7210	Small Tools	\$ 8,500
10-50-7249	Uniforms & Safety Equipment	\$ 8,000
10-50-7261	Other Expense	\$ 2,000
10-50-7262	Vehicle Fuel	\$ 18,000
10-50-7263	Vehicle Maint & Repair	\$ 20,000
10-50-7264	Vehicle Other Expense	\$ 3,500
10-50-7307	Wages	\$ 394,216
10-50-7308	Overtime	\$ 6,000
10-50-7309	License Bonus	\$ 2,000



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
10-50-7315	Disability-LT/ST	\$ 4,192
10-50-7316	Group Life Ins/ADD	\$ 2,178
10-50-7317	Health/Dental/Vision Insurance	\$ 54,948
10-50-7318	TCDRS Contribution	\$ 35,479
10-50-7320	Longevity	\$ 1,200
10-50-7325	Payroll Taxes	\$ 31,313
10-50-7326	Workers Comp	\$ 14,000
10-50-7359	Meals	\$ 700
10-50-7363	Membership & Dues	\$ 500
10-50-7377	License Fees	\$ 300
10-50-7385	Training and Continuing Education	\$ 11,333
10-50-7387	Travel Expense	\$ 1,500
<b>Total Department: 50 - Line Maintenance:</b>		<b>\$ 684,860</b>
<b>Total MajorGroup: 72 - Shared Operations Expense:</b>		<b>\$ 1,238,990</b>
<b>MajorGroup: 74 - SER Project Expense</b>		
<b>Department: 55 - SER Projects</b>		
10-55-7401	SER Legal & Engineer Fees	\$ 35,000
10-55-7402	SER Construction Inspection Expense	\$ 125,000
<b>Total Department: 55 - SER Projects:</b>		<b>\$ 160,000</b>
<b>Total MajorGroup: 74 - SER Project Expense:</b>		<b>\$ 160,000</b>
<b>MajorGroup: 79 - Shared Admin Expense</b>		
<b>Department: 60 - Engineering</b>		
10-60-7307	Wages	\$ 172,409
10-60-7315	Disability-LT/ST	\$ 786
10-60-7316	Group Life Ins/ADD	\$ 367
10-60-7317	Health/Dental/Vision Insurance	\$ 6,869
10-60-7318	TCDRS Contribution	\$ 15,517
10-60-7320	Longevity	\$ 300
10-60-7325	Payroll Taxes	\$ 13,540
10-60-7363	Membership & Dues	\$ 500
10-60-7377	License Fees	\$ 400
10-60-7385	Training and Continuing Education	\$ 7,000
10-60-7387	Travel Expense	\$ 1,000
<b>Total Department: 60 - Engineering:</b>		<b>\$ 218,686</b>
<b>Department: 70 - Customer Service</b>		
10-70-7301	Billing Support Fees	\$ 65,000
10-70-7307	Wages	\$ 413,629
10-70-7308	Overtime	\$ 3,000
10-70-7315	Disability-LT/ST	\$ 3,898
10-70-7316	Group Life Ins/ADD	\$ 2,062
10-70-7317	Health/Dental/Vision Insurance	\$ 48,080
10-70-7318	TCDRS Contribution	\$ 37,227
10-70-7320	Longevity	\$ 1,800
10-70-7325	Payroll Taxes	\$ 32,083
10-70-7326	Workers Comp	\$ 12,000
10-70-7341	Vehicle Fuel	\$ 12,000
10-70-7342	Vehicle Maint & Repair	\$ 8,000
10-70-7344	Vehicle Other Expense	\$ 2,000
10-70-7347	Stock Supplies	\$ 2,000
10-70-7348	Small Tools	\$ 2,000
10-70-7349	Contracted Services	\$ 1,750
10-70-7377	License Fees	\$ 300
10-70-7385	Training and Continuing Education	\$ 2,500
10-70-7387	Travel Expense	\$ 1,500
10-70-7389	Uniforms & Safety Equipment	\$ 4,000



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Total Department: 70 - Customer Service:</b>		<b>\$ 654,828</b>
<b>Department: 80 - Information Technology</b>		
10-80-7307	Wages	\$ 78,750
10-80-7315	Disability-LT/ST	\$ 932
10-80-7316	Group Life Ins/ADD	\$ 436
10-80-7317	Health/Dental/Vision Insurance	\$ 6,869
10-80-7318	TCDRS Contribution	\$ 7,088
10-80-7325	Payroll Taxes	\$ 6,249
10-80-7336	IT Support Services	\$ 4,000
10-80-7348	Small Tools	\$ 3,000
10-80-7369	Office Equipment	\$ 51,500
10-80-7381	Software Licenses	\$ 117,315
10-80-7385	Training and Continuing Education	\$ 4,000
10-80-7387	Travel Expense	\$ 1,000
10-80-7393	Utilities-Telephone-Admin	\$ 7,500
10-80-7395	Utilities-Internet-Admin	\$ 2,000
<b>Total Department: 80 - Information Technology:</b>		<b>\$ 290,639</b>
<b>Department: 90 - Admin</b>		
10-90-7303	Liability Insurance	\$ 130,000
10-90-7305	Occupancy	\$ 195,000
10-90-7307	Wages	\$ 595,663
10-90-7315	Disability-LT/ST	\$ 5,226
10-90-7316	Group Life Ins/ADD	\$ 2,421
10-90-7317	Health/Dental/Vision Insurance	\$ 34,343
10-90-7318	TCDRS Contribution	\$ 53,610
10-90-7319	Fringe Benefits	\$ 3,313
10-90-7320	Longevity	\$ 2,100
10-90-7325	Payroll Taxes	\$ 41,360
10-90-7326	Workers Comp	\$ 11,400
10-90-7331	General Counsel	\$ 180,000
10-90-7332	Litigation	\$ 155,000
10-90-7333	Engineering	\$ 425,000
10-90-7334	Rate Consultant	\$ 50,000
10-90-7337	Auditor	\$ 57,000
10-90-7338	Other	\$ 60,000
10-90-7351	Bad Debt Expense	\$ 45,000
10-90-7353	Bank Charges, Net	\$ 15,000
10-90-7355	Board Meeting Expense	\$ 8,000
10-90-7359	Meals	\$ 1,500
10-90-7361	Medical & Testing	\$ 1,000
10-90-7363	Membership & Dues	\$ 5,000
10-90-7365	Miscellaneous Expenses	\$ 16,500
10-90-7367	Newspaper Notices	\$ 15,000
10-90-7371	Office Supplies	\$ 13,000
10-90-7373	Outside Printing	\$ 4,000
10-90-7375	Postage & Delivery	\$ 6,000
10-90-7377	License Fees	\$ 1,000
10-90-7379	Recruiting	\$ 12,000
10-90-7383	Staff Appreciation	\$ 14,000
10-90-7385	Training and Continuing Education	\$ 7,000
10-90-7387	Travel Expense	\$ 4,000
10-90-7399	Contingency/Uncategorized	\$ 50,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 2,219,434</b>
<b>Total MajorGroup: 79 - Shared Admin Expense:</b>		<b>\$ 3,383,587</b>
<b>MajorGroup: 80 - Capital Outlay</b>		
<b>Department: 90 - Admin</b>		



## FY 2021 Budget All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
10-90-8001	General Capital Outlay >\$10K, UL 5+	\$ 41,000
Total Department: 90 - Admin:		\$ 41,000
Total MajorGroup: 80 - Capital Outlay:		\$ 41,000
MajorGroup: 90 - Other Financing Sources (Uses)		
Department: 90 - Admin		
10-90-9120	Transfer to Rate Stabilization Fund	\$ 1,000,000
10-90-9130	Transfer to Facilities Fund	\$ 2,016,250
10-90-9140	Transfer to Debt Service Fund	\$ 8,065,000
10-90-9141	Transfer to Debt Service Fund-Early Retirement	\$ 3,000,000
Total Department: 90 - Admin:		\$ 14,081,250
Total MajorGroup: 90 - Other Financing Sources (Uses):		\$ 14,081,250
Total Expense:		\$ 25,208,815
Total Fund: 10 - General Fund:		\$ 824,185



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 20 - Rate Stabilization Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
20-90-6901	Investment Income, Net	\$ 114,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 114,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 114,000</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>		
<b>Department: 90 - Admin</b>		
20-90-9010	Transfer from General Fund	\$ 1,000,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 1,000,000</b>
<b>Total MajorGroup: 90 - Other Financing Sources (Uses):</b>		<b>\$ 1,000,000</b>
<b>Total Revenue:</b>		<b>\$ 1,114,000</b>
<b>Total Fund: 20 - Rate Stabilization Fund:</b>		<b>\$ 1,114,000</b>



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 30 - Facilities Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
30-90-6901	Investment Income, Net	\$ 196,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 196,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 196,000</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>		
<b>Department: 90 - Admin</b>		
30-90-9010	Transfer from General Fund	\$ 2,016,250
<b>Total Department: 90 - Admin:</b>		<b>\$ 2,016,250</b>
<b>Total MajorGroup: 90 - Other Financing Sources (Uses):</b>		<b>\$ 2,016,250</b>
<b>Total Revenue:</b>		<b>\$ 2,212,250</b>
<b>Expense</b>		
<b>MajorGroup: 80 - Capital Outlay</b>		
<b>Department: 10 - Water</b>		
30-10-8004	Uplands WTP Off/Trident Bldg	\$ 968,350
30-10-8010	Misc 1280 Press Plane Imp-Other	\$ 200,000
30-10-8012	Leak Detection Prev Maint	\$ 100,000
30-10-8013	Permanganate Injection Relocation	\$ 317,000
30-10-8030	Water System Large M&R	\$ 908,500
30-10-8050	Meter Purchases	\$ 125,000
<b>Total Department: 10 - Water:</b>		<b>\$ 2,618,850</b>
<b>Department: 20 - Wastewater</b>		
30-20-8031	Wastewater System Large M&R	\$ 1,158,250
30-20-8032	Lift Station 9 Rehab	\$ 580,000
30-20-8033	Lake Pointe Influent LS Rehab	\$ 312,000
<b>Total Department: 20 - Wastewater:</b>		<b>\$ 2,050,250</b>
<b>Department: 90 - Admin</b>		
30-90-8008	I&I Study & Master Plan	\$ 200,000
30-90-8009	SCADA	\$ 545,000
30-90-8040	Vehicles & Mobile Equipment	\$ 442,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 1,187,000</b>
<b>Total MajorGroup: 80 - Capital Outlay:</b>		<b>\$ 5,856,100</b>
<b>Total Expense:</b>		<b>\$ 5,856,100</b>
<b>Total Fund: 30 - Facilities Fund:</b>		<b>\$ (3,643,850)</b>



## FY 2021 Budget All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 40 - Debt Service Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
40-90-6901	Investment Income, Net	\$ 410,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 410,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 410,000</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>		
<b>Department: 90 - Admin</b>		
40-90-9010	Transfer from General Fund	\$ 11,065,000
40-90-9060	Transfer from Water Impact Fee Fund	\$ 8,175,924
<b>Total Department: 90 - Admin:</b>		<b>\$ 19,240,924</b>
<b>Total MajorGroup: 90 - Other Financing Sources (Uses):</b>		<b>\$ 19,240,924</b>
<b>Total Revenue:</b>		<b>\$ 19,650,924</b>
<b>Expense</b>		
<b>MajorGroup: 88 - Debt Service</b>		
<b>Department: 90 - Admin</b>		
40-90-8801	Bond Principal	\$ 4,130,000
40-90-8802	Bond Interest Expense	\$ 7,805,763
40-90-8804	Fiscal Agent Fees	\$ 1,600
<b>Total Department: 90 - Admin:</b>		<b>\$ 11,937,363</b>
<b>Total MajorGroup: 88 - Debt Service:</b>		<b>\$ 11,937,363</b>
<b>Total Expense:</b>		<b>\$ 11,937,363</b>
<b>Total Fund: 40 - Debt Service Fund:</b>		<b>\$ 7,713,562</b>



# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 50 - Capital Projects Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
50-90-6901	Investment Income, Net	\$ 555,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 555,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 555,000</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>		
<b>Department: 90 - Admin</b>		
50-90-9060	Transfer from Water Impact Fee Fund	\$ 10,000,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 10,000,000</b>
<b>Total MajorGroup: 90 - Other Financing Sources (Uses):</b>		<b>\$ 10,000,000</b>
<b>Total Revenue:</b>		<b>\$ 10,555,000</b>
<b>Expense</b>		
<b>MajorGroup: 80 - Capital Outlay</b>		
<b>Department: 10 - Water</b>		
50-10-8101	Uplands WTP Expansion	\$ 575,000
50-10-8107	Raw Water Transmission Main #2	\$ 542,000
50-10-8109	System Hydraulic Modeling	\$ 105,000
50-10-8110	Additional Water Supply Development	\$ 100,000
50-10-8201	HPR Conv & Upgrade to 1500	\$ 295,493
50-10-8202	HPR Pump Station GST 2	\$ 1,712,688
50-10-8203	WBCPS Pump Station Upgrade	\$ 209,200
50-10-8205	1080 Bee Cave Transmission Main	\$ 2,381,035
50-10-8207	Home Depot PS Exp & Conv	\$ 288,000
50-10-8301	SW Pkwy PS Upgrade Phase 1	\$ 3,035,449
50-10-8305	1240 Conversion/WL	\$ 2,540,000
50-10-8309	1340 PS Upgrade	\$ 2,200,000
50-10-8312	1340 Conversion WL-Sawyer Ranch	\$ 842,000
50-10-8313	1420 PS Upgrade 290 County Line	\$ 367,000
50-10-8315	Circle Drive Pump Station	\$ 396,000
<b>Total Department: 10 - Water:</b>		<b>\$ 15,588,865</b>
<b>Department: 20 - Wastewater</b>		
50-20-8403	Bohls WWTP Expansion	\$ 3,080,000
50-20-8405	Effluent Disposal	\$ 590,000
50-20-8407	Beneficial Recycling Facility	\$ 2,245,657
<b>Total Department: 20 - Wastewater:</b>		<b>\$ 5,915,657</b>
<b>Department: 90 - Admin</b>		
50-90-8501	Developer Reimbursements	\$ 3,455,471
<b>Total Department: 90 - Admin:</b>		<b>\$ 3,455,471</b>
<b>Total MajorGroup: 80 - Capital Outlay:</b>		<b>\$ 24,959,993</b>
<b>Total Expense:</b>		<b>\$ 24,959,993</b>
<b>Total Fund: 50 - Capital Projects Fund:</b>		<b>\$ (14,404,993)</b>





# FY 2021 Budget

## All Funds

For Fiscal: 2020-2021 Period Ending: 09/30/2021

Account Number	Account Name	2020-2021
<b>Fund: 60 - Impact Fee Fund</b>		
<b>Revenue</b>		
<b>MajorGroup: 60 - Water Revenue</b>		
<b>Department: 10 - Water</b>		
60-10-6007	Impact Fees-71 System	\$ 3,697,304
60-10-6008	Impact Fees-290 System	\$ 5,545,956
<b>Total Department: 10 - Water:</b>		<b>\$ 9,243,260</b>
<b>Total MajorGroup: 60 - Water Revenue:</b>		<b>\$ 9,243,260</b>
<b>MajorGroup: 69 - Investment Income, Net</b>		
<b>Department: 90 - Admin</b>		
60-90-6901	Investment Income, Net	\$ 828,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 828,000</b>
<b>Total MajorGroup: 69 - Investment Income, Net:</b>		<b>\$ 828,000</b>
<b>Total Revenue:</b>		<b>\$ 10,071,260</b>
<b>Expense</b>		
<b>MajorGroup: 79 - Shared Admin Expense</b>		
<b>Department: 90 - Admin</b>		
60-90-7398	Impact Fee Study	\$ 150,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 150,000</b>
<b>Total MajorGroup: 79 - Shared Admin Expense:</b>		<b>\$ 150,000</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>		
<b>Department: 90 - Admin</b>		
60-90-9140	Transfer to Debt Service Fund	\$ 8,175,924
60-90-9150	Transfer to Capital Projects Fund	\$ 10,000,000
<b>Total Department: 90 - Admin:</b>		<b>\$ 18,175,924</b>
<b>Total MajorGroup: 90 - Other Financing Sources (Uses):</b>		<b>\$ 18,175,924</b>
<b>Total Expense:</b>		<b>\$ 18,325,924</b>
<b>Total Fund: 60 - Impact Fee Fund:</b>		<b>\$ (8,254,664)</b>

## **ITEM E**



## Murfee Engineering Company

July 22<sup>nd</sup>, 2020

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

Re: West Travis County Public Utility Agency Lift Station 9 Rehabilitation  
Bid Tabulation and Recommendation of Award

President Roberts and Board:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on July 14, 2020, at the offices of Murfee Engineering Company, Inc. The total amount base bids are summarized below. A detailed bid tabulation is attached.

<u>Company</u>	<u>Base Bid</u>
Keystone Construction	\$586,000.00
Austin Engineering Co., Inc.	\$555,000.00
Excel Construction services, LLC	\$584,600.00

The Invitation for Bids was advertised in accordance with Texas Water Code and Local Government Code rules for procurement; the Affidavit of Publication from the Austin American-Statesman is attached.

We have reviewed the bid packages for conformance with the Contract Documents and recommend award of the contract to the low bidder Austin Engineering Co., Inc. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrea Axmann', is written over a light blue horizontal line.

Andrea Axmann, P.E.

Attachments: Bid Tabulation  
Affidavit of Publication

CC: Jennifer Reichers – WTCPUA  
Dennis Lozano, P.E. – MEC  
MEC File No. 11051.139

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

Engineer: Murfee Engineering Company, Inc.  
1101 Capital of Texas Hwy., South, Building D  
Austin, Texas 78746  
Texas Registered Firm No. F-353

## BID TABULATION

Project: Lift Station 9 Rehabilitation  
Project Manager: Andrea Axmann, P.E.  
Project Number: 11051.139

Bid Opening  
Date: 7/14/2020  
Time: 2:00 p.m.  
Location: Murfee Engineering Company

				Austin Engineering Company		Keystone Construction Services, LP		Excel Construction Services	
				3317 Ranch Road / P. O. Box 342349 Austin, TX 78734		7100 Old Bee Caves Road Austin, TX 78709		7100 Old Bee Caves Road Austin, Texas 78735	
Item No.	Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
W-1	1	LS	Blast and Recoat Wet Well	\$50,000.00	\$ 50,000.00	\$50,000.00	\$ 50,000.00	\$155,000.00	\$ 155,000.00
W-2	1	LS	New Stainless Steel piping	\$50,000.00	\$ 50,000.00	\$68,000.00	\$ 68,000.00	\$30,000.00	\$ 30,000.00
W-3	2	EA	8" Check Valves	\$5,000.00	\$ 10,000.00	\$10,000.00	\$ 20,000.00	\$2,800.00	\$ 5,600.00
W-4	4	WK	Bypass Pumping and 24-Hour Watch	\$15,000.00	\$ 60,000.00	\$12,000.00	\$ 48,000.00	\$22,000.00	\$ 88,000.00
E-1	1	LS	Remove existing electrical and control system and install new electrical and control system	\$385,000.00	\$ 385,000.00	\$400,000.00	\$ 400,000.00	\$306,000.00	\$ 306,000.00
Total Amount Base Bid					\$ 555,000.00		\$ 586,000.00		\$ 584,600.00



# Austin American-Statesman

statesman.com

## PROOF OF PUBLICATION STATE OF TEXAS

### PUBLIC NOTICE

Before the undersigned authority personally appeared Jason Gallanis, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MURFEE ENGINEERING CO INC, first date of publication 06/17/2020, last date of publication 06/24/2020, published 2 time(s), and that the attached is a true copy of said advertisement.

MURFEE ENGINEERING CO INC  
1101 S CAP OF TX HWY  
BLDG D 110  
AUSTIN, TX 78746

Invoice/Order Number:	0000578275
Ad Cost:	\$1,565.78
Paid:	\$0.00
Balance Due:	\$1,565.78

Signed



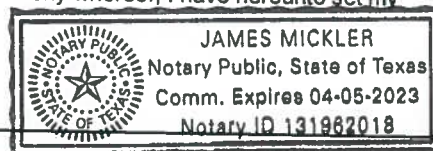
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 30th day of June, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)



Please see Ad on following page(s).

MURFEE ENGINEERING CO INC  
1101 S CAP OF TX HWY  
BLDG D 110  
AUSTIN, TX 78746

Invoice/Order Number:	0000578275
Ad Cost:	\$1,565.78
Paid:	\$0.00
Balance Due:	\$1,565.78

**Invitation to Bid**

Sealed Bids addressed to the West Travis County Public Utility Agency (Owner), Bee Cave, Texas, 78738 for the construction of the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY LIFT STATION 9 REHABILITATION will be received at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746 until 2:00 PM on July 6th, 2020, then publicly opened and read aloud. The work consists of rehabilitation of a lift station including but not limited to: blast and recoat concrete wet well interior; remove and replace piping, valves, and pump rails; remove and replace electrical and control panels; and provide bypass pumping during rehabilitation process.

Bid documents for this project may be obtained at the offices of the Engineer, Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. A non-refundable fee of \$100.00 will be charged for each set of bid documents. Bid documents may be viewed at the offices of Murfee Engineering by contacting Andrea Axmann, P.E. at 512-327-9204 or at [aaxmann@murfee.com](mailto:aaxmann@murfee.com)

Bids must be accompanied by a bid bond with Power of Attorney attached or cashiers check of five percent (5%) of the total amount bid (sum of all bid items) made payable to the West Travis County Public Utility Agency.

A Bid which, in the opinion of Owner's staff, deviates significantly from the Contract Documents, and which has not been clarified through a written Addendum prior to Bid submittal deadline, shall be considered an exception to the Contract Documents and grounds for the Bid to be rejected. Owner reserves the right to reject any or all Bids and to waive any informalities and irregularities in Bids received.

Bidders must read and understand all terms and conditions contained in these Contract Documents.

Contract Time is of the essence and all Work shall be substantially completed within 90 calendar days after the Notice to Proceed. Liquidated damages are \$500 per calendar day.

A NON-MANDATORY PRE-BID CONFERENCE for this project will be held at 10:00 am on June 29, 2020 at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. The Non-Mandatory Pre-Bid Conference will include a discussion of qualification requirements included in the Qualifications Questionnaire in the Contract Documents and a mandatory site visit. Questionnaire must be completed and returned to the office of the Engineer by 2:00 pm on June 26, 2020.

6/17, 6/24/20  
0000578275-01

## **ITEM F**

\_\_\_\_\_, 2020

Travis County Municipal Utility Districts Nos. 11, 12 and 13  
c/o Armbrust & Brown, LLP  
100 Congress Avenue, Suite 1300  
Austin, TX 78701  
Attn: Joe DiQuinzio, General Manager

West Travis County Public Utility Agency  
13215 Bee Cave Pkwy, Building B, Ste 110  
Bee Cave, TX 78738  
Attn: Jennifer Riechers, General Manager

**RE: Letter of Intent Regarding Water Services by Lakeway Municipal Utility District to  
Travis County Municipal Utility Districts Nos. 11, 12 and 13**

Dear Mr. DiQuinzio and Ms. Riechers:

Lakeway Municipal Utility District (“*LMUD*”) is pleased to present the following Letter of Intent (“*LOI*”), which, once fully executed, expresses the intention of the signatories to this LOI to attempt to agree upon and execute the following contracts:

- (a) a mutually acceptable contract between LMUD and Travis County Municipal Utility District No. 12 (“*TCMUD No. 12*”) pursuant to which LMUD will provide Water Services (defined below) to TCMUD No. 12 for the benefit of Travis County Municipal Utility Districts Nos. 11, 12, and 13 (the “*LMUD-TCMUDS Contract*”); and
- (b) a mutually acceptable contract between TCMUD No. 12 and West Travis County Public Utility Agency (“*WTCPUA*”) pursuant to which WTCPUA will cease providing water services to TCMUD No. 12 (the “*WTCPUA-TCMUD No. 12 Contract*”).

which when finalized will address in more detail the general terms set forth in this LOI as agreed to by LMUD, TCMUD, and WTCPUA (the “*Parties*”). [Note: Hurst Creek Municipal Utility District and Lakeway Rough Hollow South Community, Inc. are additional parties to the JOOA (described below), and TCMUD No. 12 and Crossroads Utility Services LLC are parties to the Crossroads Agreement (described below), both of which will also need to be amended but all parties to which are not included in this LOI.]



## **I. BACKGROUND AND SUMMARY OF EXISTING CONTRACTS**

### LCRA-TCMUDS Water Sale Contract

The Lower Colorado River Authority (“LCRA”) and TCMUD No. 12 entered into a Water Sale Contract dated 9/25/2008 under which LCRA provides 1,680 acre-feet/year of raw water to TCMUD No. 12 for the benefit of TCMUDs Nos. 11, 12, and 13 (collectively, the “*LCRA-TCMUDS Water Sale Contract*”). The term of the LCRA-TCMUDS Water Sale Contract ends in 2048.

### WTCPUA-TCMUD No. 12 Water Services Contract

LCRA and TCMUD No. 12 entered into a Wholesale Water Services Agreement dated 10/22/2009 under which LCRA provided water services (diversion of the raw water from the Colorado River under the LCRA-TCMUD Water Sale Contract, transmission of the raw water to a water treatment plant, and delivery/transmission of treated water to a delivery point via improvements constructed by TCMUD No. 12), to TCMUD No. 12 for the benefit of TCMUDS Nos. 11, 12, and 13, which was assigned on 3/19/2012 by LCRA to WTCPUA with TCMUD No. 12’s consent (the “*WTCPUA-TCMUD No. 12 Water Services Contract*”). The term of the WTCPUA-TCMUD No. 12 Water Services Contract is tied to the term of the LCRA-TCMUDS Water Sale Contract, except that TCMUDS’ capacity rights in the LCRA System for which it has paid Connection Fees survive termination.

### LMUD-TCMUD No. 12 Wholesale Water Contract

LMUD and TCMUD No. 11 entered into an Agreement for Wholesale Water and Wastewater Service dated 4/6/2006 (the “*LMUD-TCMUD No. 12 Wholesale Water Contract*”) pursuant to which LMUD provides up to a maximum peak day volume of 362,500 gallons of treated water to TCMUD No. 11 for the benefit of the Rough Hollow Subdivision Sections 1-12 in Lakeway, Travis County, Texas (with a maximum annual daily average volume of 78,000 gpd, a maximum monthly daily average of 94,800 gpd, and a maximum 2-hour peak volume of 216 gpm). The term of the LMUD-TCMUD No. 12 Wholesale Water Contract ends 4/6/2036.

### JOOA

LMUD, Hurst Creek Municipal Utility District, TCMUD No. 11, and Lakeway Rough Hollow South Community, Inc. (“*Rough Hollow*”) entered into a Joint Ownership and Operating Agreement for the Lakeway Regional Raw Water Transportation System (the “*JOOA*”) in May 2012 governing the ownership and operation of the assets purchased by them from LCRA to withdraw raw water from Lake Travis (up to the amounts each are authorized to divert under their respective raw water supply contracts with LCRA). Those assets include, for example, a floating raw water intake (the “*Barge*”) equipped with four pumps to divert water from Lake Travis, submerged and ground-level raw water transportation lines extending from the Barge to the applicable water treatment plant for each party (the “*Raw Water System*”). Under the LMUD-TCMUD No. 12 Wholesale Water Contract, LMUD treats raw water for Rough Hollow. Each party to the JOOA owns a percentage share of Raw Water System based on the total amount of water all four parties are authorized to withdraw under their collective LCRA raw water supply contracts, and a corresponding capacity interest based on having four raw water pumps located on

the Barge and other equipment sized accordingly. As of the date of this LOI, the ownership shares of the Raw Water System (percentage of total water authorized to be withdrawn under each party's raw water contract with LCRA) and corresponding capacity interests (in MGD based on current Raw Water System size) are as follows: LMUD 59% (4.0 MGD), Hurst Creek MUD 32% (2.2 MGD), TCMUD No. 11 2% (0.144 MGD), and Rough Hollow 7% (0.468 MGD). The total design capacity of the system is 9.7 MGD (i.e., an additional 2.89 MGD) at an average lake level of 640 msl and can be achieved by installing two additional raw water pumps and making other associated electrical and other improvements (referred to in the JOOA as the "Design Capacity Expansion Improvements"). The JOOA describes the process for adjusting each party's percentage interest and capacity interest if some or all of the remaining the Design Capacity Expansion Improvements are needed by one or more of the parties. The term of the JOOA ends on 12/31/2052.

#### Crossroads Agreement

TCMUD No. 12 and Crossroads Utility Services, LLC ("*Crossroads*") entered into an Operations Services Agreement initially dated 9/1/2015 and extended and renewed on 3/26/2019 pursuant to which Crossroads provides water and wastewater operations services for TCMUDS' customers (the "*Crossroads Agreement*"). The contract is a month-to-month contract.

## **II. PROPOSED LMUD-TCMUDS CONTRACT TERMS**

**PARTIES:** LMUD and TCMUDS Nos. 11, 12, and 13 (collectively, the "*TCMUDS*").

**EFFECTIVE DATE:** The date that is one day after termination of the WTCPUA-TCMUD No. 12 Water Services Contract. The new LMUD-TCMUDS Contract will supersede and replace the 2006 LMUD-TCMUD No. 12 Wholesale Water Contract.

**RAW WATER SUPPLY:** The source of water to be treated under the LMUD-TCMUDS Contract is the raw water supplied by LCRA to TCMUD No. 12 under the LCRA-TCMUDS Water Sale Contract (the "*Raw Water*"). The TCMUDS will be responsible for all Raw Water contract costs.

**SERVICE AREA:** The area proposed to be provided with Water Services by LMUD consists of all the land within the boundaries of TCMUDS Nos. 11, 12 and 13 located in the City of Lakeway, Travis County, Texas (the "*Service Area*").

**WATER SERVICES:** The services proposed to be provided by LMUD to TCMUDS (collectively, the "*Water Services*") are described below:

**WATER TREATMENT SERVICES:** LMUD will treat raw water delivered by TCMUDS to the Lakeway's WTP # 3 and deliver said treated water to the Treated Water Delivery Point (described below) via the Improvements (described below).

**BASIC SERVICES:** LMUD will provide some of the services related to water currently provided by Crossroads under the Crossroads Agreement, such as the personnel, vehicles and hand tools necessary for the basic or routine maintenance and operation TCMUDS' System, which will be limited to work that does not require specialized skills or tools, and is performed at regular intervals such as maintaining the TCMUDS' System in neat, well-kept and orderly conditions; performing routine preventative equipment maintenance, cleanings, and other routine work intended to maintain or (when reasonably possible) extend the useful life of the TCMUDS' System. As part of the basic or routine maintenance and operations services, LMUD will not replace or construct new water lines, water tanks, or any other improvements, perform work that requires specialized skills or tools, or perform work that is performed at irregular intervals, such as replacement of parts, re-alignments, re-balancing, emergency repairs, or any work that would involve capital expenditures.

**RETAIL SERVICES:** LMUD will provide billing, collection, inspections, connections, and other limited services needed for the routine, usual, and customary retail water operations at the same level of service that LMUD provides to its in-district retail water customers, specifically, for customers in the Service Area, LMUD will read water meters, prepare and send invoices, respond to and track inquiries and complaints, maintain a telephone dispatch service, and provide administrative and technical support personnel for same.

**SYSTEMS STUDY:** At the TCMUDS cost, a study (the "*Study*") will be prepared by a mutually agreed upon qualified engineer identifying all improvements, upgrades, and additional equipment to (a) LMUD'S existing water storage, treatment, and delivery infrastructure, equipment, and related appurtenances (the "*LMUD System*"); (b) the TCMUDS' existing water storage, treatment, and delivery infrastructure, equipment, and related appurtenances (the "*TCMUDS' System*"), and (c) the Raw Water System, that are needed for LMUD to provide the Water Treatment Services to the TCMUDS. As of the date of this LOI, it is agreed that the Study should assume that raw water needed to serve all TCMUDS (up to the limits in the LCRA-TCMUDS Water Sale Contract) will be diverted from Lake Travis via the Raw Water System and delivered to a new Ground Storage Tank to be located at LMUD'S WTP #3 (see below under "Anticipated LMUD System Improvements"), and from the LMUD System (as upgraded) to a mutually agreed point of connection with the TCMUDS' System (the "*Treated Water Delivery Point*") (collectively, the improvements to the LMUD System, the TCMUDS' System, and the Raw Water System are the "*Improvements*"). The Study will include an engineer's estimate of probable cost for design and construction of the Improvements. The Study will also include a description of the TCMUDS' System including the type, location, and age of all components; specifications and as-built plans; the repair, maintenance and replacement history and schedules; and other information reasonably needed for LMUD to evaluate the level of Basic Services. The Study must be accepted by LMUD and the TCMUDS prior to and as a condition of LMUD'S provision of any Water Services to the TCMUDS.

ANTICIPATED IMPROVEMENTS: As of the date of this LOI, it is anticipated that design and construction of the following improvements to the LMUD System and the TCMUDS System will be required before LMUD can commence providing Water Services, but LMUD and the TCMUDS understand and agree that the final Improvements will as identified in the mutually agreed final version of the Study: Design and construction of all Improvements shall be at the TCMUDS' cost.

ANTICIPATED LMUD SYSTEM IMPROVEMENTS:

- a. **Ground Storage Tank** – A ground storage tank having a minimum capacity of 500,000 gallons (sized to meet the storage and fire demands, together with all necessary yard piping, facility piping, pumps, lines, flanges, valves, gauges, overflows, electrical equipment, ladders, catwalks, hatches, railing, cranes, sampling ports, lighting, safety systems, SCADA, and all other necessary and related appurtenances to be located at the Tank Site (the “*Ground Storage Tank*”).
- b. **Hydro Tank** – An ASME compliant hydropneumatic tank that holds water and air under pressure to provide efficient water supply, needed to regulate system pressures to quickly meet system demand (the “*Hydro Tank*”).
- c. **Equipment Building** – a ventilated, lockable, building to house the control room equipment, new pumps, SCADA, Master Meter (described below), and other appurtenances related to the Ground Storage Tank and the Hydro Tank located on the Ground Storage Tank Site (the “*Equipment Building*”).
- d. **Master Meter** – a water meter (the “*Master Meter*”) to measure the amount of water treated by Lakeway MUD for the TCMUDS to be located at Lakeway's WTP #3.
- e. **Appurtenances** – pumps, SCADA, controls, computers, servers, electrical improvements, and other appurtenances necessary to provide the Water Treatment Services, Basic Services, and Retail Services.

ANTICIPATED TCMUDS' SYSTEM IMPROVEMENTS:

- a. **Connecting Water Line** – a new water line (size to be determined in the Study) connecting the new Ground Storage Tank to the TCMUDS' System at its existing 16" water line located in Peninsula Way, Lakeway, Travis County, Texas.
- b. **Fire Flow Improvements** – new fire flow improvements to the TCMUDS' System, if any, required by any governing authority with jurisdiction.
- c. **Other Water Lines** – replacement, extension and new water lines needed to provide the Basic Services and Retail Services to customers in the Service Area.

ANTICIPATED RAW WATER SYSTEM IMPROVEMENTS:

- a. **Design Capacity Expansion Improvements** - improvements to the Raw Water System necessary to make it capable of diverting the total amount of raw water authorized to be diverted under the LCRA-TCMUDS Water Sale Contract while remaining within the current design capacity (anticipated to include adding up to two pumps to the Barge and associated upgrades to electrical and other equipment and appurtenances).

CONSIDERATION: The costs for the Water Services to be provided by LMUD to the TCMUDS shall be paid in full by TCMUDS (at no cost to LMUD), as follows:

(1) for the initial Improvements to the LMUD System needed to commence provision of Water Treatment Services, TCMUDS to pay LMUD the amount of the engineer's estimate of probable costs for design and construction of those Improvements in cash plus a 15% contingency amount before any costs are incurred by LMUD.

(2) for subsequent Improvements to the LMUD System (e.g., if the Study indicates that some Improvements are not needed until a future date), a letter of credit in favor of LMUD posted at a mutually agreed time acceptable in form and amount to LMUD but not less than the engineer's estimate of probable costs plus a 15% contingency, which will be released on full payment by TCMUDS to LMUD for the actual costs of design and construction of such Improvements to the LMUD System.

(3) for Improvements to the TCMUDS' System, by TCMUDS per contracts to be let and managed directly by the TCMUDS.

(4) for the Basic Services and the Retail Services, by customers within Service Area paid in the form of:

(a) monthly rates and fees from customers in the Service Area with existing connections, (which LMUD may bill for every two months) which rates shall be the same as for LMUD'S in-district water customers (as said rates may be revised by the LMUD Board from time to time), less the component for raw water costs charged by LCRA to LMUD, and

(b) tap, connection and inspection fees, plus monthly rates and charges from new customers in the Service Area, which fees, rates and charges shall be the same as for LMUD'S in-district water customers (as said fees, rates, and charges may be revised by the LMUD Board from time to time) less the component for raw water supply costs charged by LCRA to LMUD.

A baseline amount may need to be paid by TCMUDS and periodically replenished for the benefit of LMUD in order to ensure that LMUD can provide the Basic Services and Retail Services if LMUD bears the risk of customer's late or non-payment.

(5) For the Design Capacity Expansion Improvements to the Raw Water System – per the requirements described in the JOOA.

### **III. PROPOSED WTCPUA-TCMUDS CONTRACT TERMS**

**TRANSFER OF CUSTOMER ACCOUNTS:** For all open utility accounts within the TCMUDS' boundaries, a list of the customer names, service addresses, deposit amounts, and deposits will be provided to LMUD, and LMUD shall add those customers to its customer billing and automated meter reading systems.

**AS BUILT DRAWINGS; WARRANTIES:** For all components of the TCMUDS' System for which LMUD is to provide Basic Services, as-built drawings will be provided to LMUD and all associated warranties will be transferred and assigned to LMUD as necessary for LMUD to provide the Basic Services.

**EASEMENTS:** For any components of the TCMUDS' System for which LMUD is to provide Basic Services that are not located in the public right of way, lien-free easements to LMUD (in form and substance acceptable to LMUD), will be provided allowing LMUD to access and provide Basic Services to the TCMUDS' System.

**TERMINATION OF THE WTCPUA-TCMUD NO. 12 WATER SERVICES CONTRACT:** A condition precedent to the effectiveness of the LMUD-TCMUDS Contract is the termination of this existing contract so that LMUD becomes the sole provider of water treatment services and retail water services to the TCMUDS.

**TERMINATION OF THE CROSSROADS AGREEMENT FOR BASIC SERVICES:**

*[Other terms as agreed to affecting WTCPUA and TCMUDS] [This is the placeholder section]*

#### **IV. OTHER MATTERS**

##### **REGULATORY APPROVALS/COSTS:**

**TCEQ APPROVAL:** All design and construction plans for the Improvements that have been mutually agreed to by LMUD and the TCMUDS are subject to approval by the TCEQ, at TCMUDS' cost.

**PUC APPROVAL:** LMUD owns water Certificate of Convenience and Necessity ("CCN") No. 10308; WTCPUA owns water CCN No. 13207. Any changes needed from the PUC relating to any Parties' water CCN that are subject to the approval of the PUC will be at TCMUDS' cost.

**ATTORNEY AND PROFESSIONAL FEES:** The TCMUDS will pay their own legal and other professional fees incurred in the negotiation of the Contracts and will also reimburse LMUD and WTCPUA for their legal fees not to exceed \$\_\_\_\_\_/each within thirty (30) days after receipt of invoices for same.

**NATURE OF LOI:** This LOI is not a contract and will not bind any Party, but will instead guide the preparation of mutually acceptable Contracts. The purpose of this LOI is to outline the basic parameters of certain material terms and conditions of the proposed Contracts. The Parties specifically acknowledge and agree that this letter is intended to be a non-binding Letter of Intent

only and that no Party has any legal obligation to the others with respect to the subject matter hereof and until the Parties execute their respective Contracts.



We look forward to working with you on this project and please feel free to call me if you have any questions or comments.

Sincerely,  
**LAKEWAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
**Earl Foster, General Manager**

cc:

Sue Brooks Littlefield, Armbrust & Brown, LLP, 100 Congress Avenue, Suite 1300, Austin, TX 78701, via email to [slittlefield@abaustin.com](mailto:slittlefield@abaustin.com) (counsel for Travis County Municipal Utility Districts Nos. 11, 12 and 13)

Stephanie Albright, Lloyd Gosselink, 816 Congress Ave, Suite 1900, Austin TX 78701, via email to [salbright@lglawfirm.com](mailto:salbright@lglawfirm.com) (counsel for West Travis County Public Utility Agency)

Trish Erlinger Carls, Law Office of Patricia Erlinger Carls, 3100 Glenview Ave., Austin TX 78703, via email to [tcarls@tcarlslaw.com](mailto:tcarls@tcarlslaw.com) (counsel for LMUD)

*(Additional signature pages follow)*



**ACCEPTED AND AGREED:**

**LAKEWAY MUNICIPAL UTILITY DISTRICT BOARD OF DIRECTORS**

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

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

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

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

*(Additional signature page follows)*

**ACCEPTED AND AGREED:**

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 11 BOARD OF DIRECTORS**

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

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

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

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

*(Additional signature page follows)*

**ACCEPTED AND AGREED:**

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12 BOARD OF DIRECTORS**

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

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

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

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

*(Additional signature page follows)*

**ACCEPTED AND AGREED:**

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 13 BOARD OF DIRECTORS**

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

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

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

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

*(Additional signature page follows)*

**ACCEPTED AND AGREED:**

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

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

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

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

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

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12  
100 CONGRESS AVENUE, SUITE 1300  
AUSTIN, TEXAS 78701

Mr. Earl Foster, General Manager  
Lakeway Municipal Utility District  
1097 Lohmans Crossing  
Lakeway, Texas

RE: Discussions with West Travis County Public Utility Agency (the "WTCPUA") on behalf of Travis County Municipal Utility Districts No. 11, 12 and 13 (the "Districts")

Dear Mr. Foster,

This letter will confirm that the Districts have authorized you to enter into discussions with the WTCPUA on the Districts' behalf for the purpose of creating an term sheet for the proposed assignment of Travis County Municipal Utility District No. 12's ("TCMUD 12's") existing Wholesale Water Services Agreement from the WTCPUA to Lakeway Municipal Utility District. It is understood that those discussions will not create any binding obligation on the part of the Districts unless formally approved by the Board of Directors of TCMUD 12 on behalf of the Districts.

Sincerely,

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12

By: Jadco Management, Inc.  
General Manager

By: 

Joseph A. DiQuinzio, Jr.,  
President

## **ITEM G**



## Murfee Engineering Company

September 10, 2020

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

Re: US290 System CIP – Sawyer Ranch 1340 Conversion Water Line

President Roberts and Board:

Attached for your consideration is a proposal amendment from MEC to provide supplemental engineering design services for the referenced project as required for the change in scope. The scope change includes an additional 2,100 feet of new 8" water line as necessary to provide for a secondary water service connection to the Sawyer Ranch subdivision.

Should you have any questions or need any additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis Lozano', is written over a series of horizontal lines.

Dennis Lozano  
Vice President

cc: Jennifer Riechers – General Manager  
Jennifer Smith – Controller



# An Agreement for the Provision of Limited Professional Services

**Consultant:**

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

**Client:**

West Travis County Public Utility Agency  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, TX 78738  
jriechers@wtcpua.org

**Date:** September 10, 2020

**MEC Project No.:** 11051.134  
**Amendment No. 1**

**WTCPUA Work Order No.:** \_\_\_\_\_

**Project Name/Location:** Sawyer Ranch 1340 Conversion Water Line

**Scope/Intent and Extent of Services:** The referenced Project is currently under design per the original engineering services Agreement with Murfee Engineering Company (MEC) dated May 3, 2019. Changes to the Project scope will necessitate supplemental design services. The scope changes include the addition of approximately 2,100 feet (*for a total of approximately 5,900 feet*) of 8" water line to extend a secondary connection point for redundant service to the Sawyer Ranch subdivision. The supplemental design services also include additional 'outside' services required to complete the Project.

**Fee Arrangement:** Engineering service fees are proposed on a time and materials (T&M) basis, per the Hourly Rate Schedule attached to the original proposal, with estimated amounts as follows:

- Design Phase Services:
  - Original Proposal ..... \$80,000
  - This Amendment ..... \$30,000
  
- Design Survey ('Outside' Services):
  - Original Proposal (cost + 15%) ..... \$12,000
  - This Amendment (cost + 15%) ..... \$19,400
  
- Construction Phase Services..... 6% of CC

Estimated fees will not be exceeded without prior approval of Client. If Client stops project for any reason, Client will be billed to the date project was stopped on a T&M basis. All reimbursable expenses will be invoiced per the Hourly Rate Schedule.

**Terms and Conditions:** All other sections of the original series agreement remain as stated.

Offered by:

**MURFEE ENGINEERING CO., INC.**

By: 

Dennis Lozano, P.E.  
Vice-President

 Date

Accepted by:

**WTC PUBLIC UTILITY AGENCY**

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

Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Printed Name/Title

## **ITEM H**



## Murfee Engineering Company

September 10, 2020

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

**Re:                    WTCPUA Bohls Wastewater Treatment Plant Expansion Project  
Request for Adjustment to Project Budget  
MEC File: 11051.111**

President Roberts and Board:

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project in the amount of \$196,000, which will be not to exceed for all efforts required to complete administration of the construction contract for the Bohls Wastewater Treatment Plant (WWTP) Expansion Project.

The scope of work for the Bohls WWTP Expansion project has changed since originally proposed in 2017. These changes include the addition of sludge dewatering and relocation of the headworks from tank mounted to in-ground. The addition of sludge dewatering requires a modification of the existing Texas Land Application Permit (TLAP). Including sludge dewatering and relocating the headworks also impact the cost for electrical and structural design and construction services; these added costs are included in the adjusted fee. Sludge dewatering was added to the project after Board direction provided during the August Board Meeting.

In addition to the scope changes mentioned, permitting efforts required resubmittal after discovering the impact of including the Beneficial Water Recycling Facility (BWRF) on the same site as the WWTP. The original permitting effort in 2018 involved three rounds of comments and responses after the initial submittal. This was excessive in context of the typical permitting process. In order to avoid additional rounds of comments, the permit submittal was resubmitted without the BWRF in June of 2020. Comments on this submittal are currently being addressed.

The project is now progressing steadily and we anticipate that the proposed additional budget will be sufficient to provide for adequate construction administration and testing.

Table 1 provides a summary of the changes.

Table 1: Cost Summary

Description	Date	Amount
Original budget (Design, Permitting & CA)	May 2017	\$481,000
Proposed amendment for additional effort	September 2020	\$196,000
	<b>TOTAL ENGINEERING FEES</b>	<b>\$677,000</b>
	<b>CONSTRUCTION COST</b>	<b>\$4,814,775</b>
	<b>ENGINEERING PERCENTAGE</b>	<b>14.1%</b>

The project is currently within budget and no exceedance has been made to date.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Andrea Axmann', is written over a light blue horizontal line.

Andrea Axmann, P.E.

CC: Jennifer Riechers, General Manger – WTCPUA

# ITEM I

# An Agreement for the Provision of Limited Professional Services

**Consultant:**

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

**Client:**

West Travis County Public Utility Agency  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, TX 78738  
jriechers@wtcpua.org

**Date:** September 10, 2020

**MEC Project No.:** TBD

**WTCPUA Work Order No.:** \_\_\_\_\_

**Project Name/Location:** Uplands Water Treatment Plant Expansion

**Scope/Intent and Extent of Services:** Engineering Services shall be inclusive as necessary to assist the Client with the preliminary engineering, design, permitting and approvals, procurement, and construction administration for the Uplands Water Treatment Plant Expansion CIP Project. The West Travis County Public Utility Agency (WTCPUA) has long planned to expand the Uplands WTP and conducted some preliminary engineering in conjunction with the Raw Water Intake and Raw Water Line 2 projects to assess the existing plant and establish a bound for the potential capacity at the site. The intent of the services provided is to conduct preliminary engineering for incorporation of new treatment process (membrane) at the request of operations and management and determine if the use of membranes is a desirable avenue for expansion of the plant in a cost efficient way that maximizes the potential of the existing site. In addition to new treatment processes for expansion of capacity, several critical points in the common facilities will need to be examined and reengineered, since the intent of the LCRA was not to expand the plant beyond its current rated capacity of 20 MGD. Following preliminary engineering MEC will develop a comprehensive treatment strategy identifying each component of the process along with analysis and design tasks required to meet the ultimate objective. In addition to the process design MEC will evaluate the site according to City of Bee Cave ordinances and prepare a site plan application for the ultimate expanded capacity of the plant. It is possible that variances will be required to develop the full potential of the site in accordance with WTPCUA policy. Following a determination that the ultimate treatment process can be permitted from a site perspective, MEC will develop a complete design for the expansion of the plant, including structural, electrical, and architectural elements as

necessary or requested. MEC will prepare construction documents and follow the procurement process prescribed by State law for this large capital project. MEC will administrate the construction contract including all documentation, review of submittals, coordination of testing and third-party inspections as necessary, response to RFIs, participation in progress meetings, regular updates to WTCPUA operations and management staff and the board, review of all pay applications, and closeout of the project through the warranty period.

**Fee Arrangement:** Engineering service fees are proposed on a time and materials (T&M) basis, per the approved Rate Schedule, with estimated amounts as follows:

Preliminary Engineering	\$	80,000
Site Plan Preparation	\$	120,000
Permitting and Approvals	\$	70,000
Construction Plan Development	\$	875,500
Constructability & Conceptual Estimate	\$	15,000
<u>Construction Administration</u>	<u>\$</u>	<u>375,000</u>
	\$	1,535,500

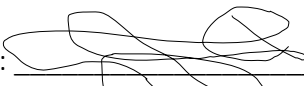
Estimated fee will not be exceeded without prior approval of Client.

**Terms and Conditions:** The approved Terms and Conditional form part of this Agreement.

**Special Conditions:** MEC has attempted to be as thorough as possible in the preparation of this proposal; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If necessary, MEC will perform such additional items (as authorized) on an hourly basis in conformance with the approved Rate Schedule. Some additional services which are beyond the scope of this proposal and would be performed by others include environmental studies, construction materials testing, and protective coatings inspections.

Offered by:  
**MURFEE ENGINEERING CO., INC.**

Accepted by:  
**WTC PUBLIC UTILITY AGENCY**

By:  9/10/20  
Dennis Lozano, P.E., Date  
Vice-President

By: \_\_\_\_\_ Date  
Jennifer Riechers  
General Manager



## **VII. STAFF REPORTS**

## ITEM A



# General Manager's Report

September 17, 2020

Raw Water Line break on August 27<sup>th</sup> -- Detail summary of events and actions taken are provided in the Engineer Report by Dennis Lozano. Stage 5 Emergency Water Conservation was put into effect at noon on Thursday, August 27<sup>th</sup>. Customers were notified via phone notification system, Constant Contact email notices and website alerts. Wholesale customers were contacted by phone and email. Repairs were completed Friday, August 28<sup>th</sup> in the evening. Watering restrictions were lifted Saturday morning by 9:00 a.m. Notifications were sent by phone notification system, Constant Contact email notices and website alerts. Kudos to PUA staff, Dennis Lozano and Murfee Engineering staff for the coordination and time and energy put into this repair process.

We are currently in the process of setting up an online application portal for SER applications and new water and wastewater applications. We are using My Government Online which is used by the City of Bee Cave, Hays County and City of Austin among other entities. This portal will allow customers to submit applications and review the processing status of their request. It will allow staff to manage applications electronically and communicate with the applicants through the portal. This new tool will benefit customers and staff by streamlining the application process. We have had several planning meetings with My Government Online to get this portal set up and programmed and to have staff trained on the new processes.

We are also moving forward with the Inventory and Work Order modules of the new billing software system. Training is being conducted September 14-16 with Operations Supervisors and administrative staff. These new modules will assist us in managing PUA facilities and planning for future needs.

## **ITEM B**



West Travis County Public Utility Agency

# Budget Variance Report

As Of: 08/31/2020

## Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b>REVENUE SUMMARY</b>										
Water Revenue	2,959,234.26	2,556,035.00	403,199.26	17,568,058.86	16,779,847.00	788,211.86	92	19,131,000.00	(1,562,941.14)	8
Wastewater Revenue	411,087.74	388,703.46	22,384.28	3,943,219.82	3,991,283.06	(48,063.24)	89	4,406,000.00	(462,780.18)	11
SER Project Revenue	41,401.14	121,245.30	(79,844.16)	1,247,892.27	1,422,790.30	(174,898.03)	79	1,571,000.00	(323,107.73)	21
Other Income	5,441.00	3,250.00	2,191.00	40,158.44	35,750.00	4,408.44	103	39,000.00	1,158.44	-3
Investment Income, Net	4,961.39	6,247.50	(1,286.11)	120,571.27	68,722.50	51,848.77	161	75,000.00	45,571.27	-61
<b>TOTAL REVENUE</b>	<b>3,422,125.53</b>	<b>3,075,481.26</b>	<b>346,644.27</b>	<b>22,919,900.66</b>	<b>22,298,392.86</b>	<b>621,507.80</b>	<b>91</b>	<b>25,222,000.00</b>	<b>(2,302,099.34)</b>	<b>9</b>
<b>EXPENSE SUMMARY</b>										
Water	427,922.21	467,002.33	39,080.12	3,209,986.62	3,701,369.63	491,383.01	77	4,143,990.00	(934,003.38)	23
Wastewater	137,656.22	148,828.82	11,172.60	1,456,824.12	1,728,526.02	271,701.90	78	1,878,890.00	(422,065.88)	22
Electromechanical	46,583.34	32,286.07	(14,297.27)	191,840.52	362,156.77	170,316.25	49	394,590.00	(202,749.48)	51
Line Maintenance	72,513.28	46,014.25	(26,499.03)	274,882.19	520,616.75	245,734.56	48	566,840.00	(291,957.81)	52
SER Projects	7,354.27	14,994.00	7,639.73	150,517.52	164,934.00	14,416.48	84	180,000.00	(29,482.48)	16
Engineering	23,771.49	0.00	(23,771.49)	23,771.49	0.00	(23,771.49)		0.00	23,771.49	
Customer Service	53,618.76	54,822.75	1,203.99	280,975.29	810,960.25	529,984.96	32	865,990.00	(585,014.71)	68
Information Technology	15,716.21	21,158.20	5,441.99	338,988.41	232,740.20	(106,248.21)	133	254,000.00	84,988.41	-33
Admin	1,003,279.32	992,708.46	(10,570.86)	13,759,680.49	12,620,593.10	(1,139,087.39)	101	13,614,450.00	145,230.49	-1
<b>TOTAL EXPENSE</b>	<b>1,788,415.10</b>	<b>1,777,814.88</b>	<b>(10,600.22)</b>	<b>19,687,466.65</b>	<b>20,141,896.72</b>	<b>454,430.07</b>	<b>90</b>	<b>21,898,750.00</b>	<b>2,211,283.35</b>	<b>10</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>1,633,710.43</b>	<b>1,297,666.38</b>	<b>336,044.05</b>	<b>3,232,434.01</b>	<b>2,156,496.14</b>	<b>1,075,937.87</b>		<b>3,323,250.00</b>	<b>(4,513,382.69)</b>	

# Balance Sheet-All Funds

## Account Summary

As Of 08/31/2020

MajorGroup	10 - General Fund	20 - Rate Stabilization Fund	30 - Facilities Fund	40 - Debt Service Fund	50 - Capital Projects Fund	60 - Impact Fee Fund	Total
<b>Asset</b>							
10 - Cash & Cash Equivalents	\$ 11,756,717	\$ 917,621	\$ 2,431,984	\$ 784,451	\$ 37	\$ 2,506,682	\$ 18,397,492
11 - Investments	3,240,102	3,209,932	6,164,278	13,315,469	25,960,808	30,537,919	82,428,508
12 - Receivables	3,434,213	-	-	-	-	511,052	3,945,264
15 - Due from Other Funds	13,531,709	-	1,882,023	-	4,679,194	284,054	20,376,980
17 - Deposits	16,087	-	-	-	-	-	16,087
<b>Total Asset:</b>	<b>\$ 31,978,828</b>	<b>\$ 4,127,553</b>	<b>\$ 10,478,285</b>	<b>\$ 14,099,920</b>	<b>\$ 30,640,038</b>	<b>\$ 33,839,706</b>	<b>\$ 125,164,331</b>
<b>Liability</b>							
30 - Accounts Payable	\$ 424,935	\$ -	\$ 16,521	\$ 8,438	\$ 59,351	\$ -	\$ 509,245
31 - Refundable Deposits	1,137,506	-	-	-	-	-	1,137,506
32 - Other Accrued Liabilities	201,940	-	-	-	-	-	201,940
35 - Due to Other Funds	6,845,271	-	2,208,201	-	11,241,814	81,694	20,376,980
<b>Total Liability:</b>	<b>8,609,652</b>	<b>-</b>	<b>2,224,722</b>	<b>8,438</b>	<b>11,301,165</b>	<b>81,694</b>	<b>22,225,671</b>
<b>Equity</b>							
50 - Fund Balances	20,136,742	3,102,676	6,971,487	17,711,576	25,801,941	44,052,161	117,776,584
<b>Total Total Beginning Equity:</b>	<b>20,136,742</b>	<b>3,102,676</b>	<b>6,971,487</b>	<b>17,711,576</b>	<b>25,801,941</b>	<b>44,052,161</b>	<b>117,776,584</b>
Total Revenue	22,919,901	1,024,877	1,871,271	28,790,927	899,842	9,751,843	65,258,660
Total Expense	19,687,467	-	589,195	32,411,020	7,362,910	20,045,993	80,096,584
<b>Revenues Over/Under Expenses</b>	<b>3,232,434</b>	<b>1,024,877</b>	<b>1,282,076</b>	<b>(3,620,093)</b>	<b>(6,463,068)</b>	<b>(10,294,150)</b>	<b>(14,837,924)</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>23,369,176</b>	<b>4,127,553</b>	<b>8,253,564</b>	<b>14,091,483</b>	<b>19,338,873</b>	<b>33,758,012</b>	<b>102,938,660</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>\$ 31,978,828</b>	<b>\$ 4,127,553</b>	<b>\$ 10,478,285</b>	<b>\$ 14,099,920</b>	<b>\$ 30,640,038</b>	<b>\$ 33,839,706</b>	<b>\$ 125,164,331</b>

# Income Statement-All Funds

## Account Summary

For the Period Ending 08/31/2020

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
<b>Revenue</b>							
60 - Water Revenue	\$ 17,568,059	\$ -	\$ -	\$ -	\$ -	\$ 8,471,912	\$ 26,039,971
61 - Wastewater Revenue	3,943,220	-	-	-	-	206,725	4,149,945
62 - SER Project Revenue	1,247,892	-	-	-	-	-	1,247,892
68 - Other Income	40,158	-	-	-	-	-	40,158
69 - Investment Income, Net	120,571	108,210	214,167	616,517	899,842	1,073,206	3,032,513
90 - Other Financing Sources (Uses)	-	916,667	1,657,104	28,174,410	-	-	30,748,181
<b>Revenue Total:</b>	<b>22,919,900</b>	<b>1,024,877</b>	<b>1,871,271</b>	<b>28,790,927</b>	<b>899,842</b>	<b>9,751,843</b>	65,258,660
<b>Expense</b>							
70 - Water Expenses	3,245,560	-	-	-	-	-	3,245,560
71 - Wastewater Expenses	1,483,709	-	-	-	-	-	1,483,709
72 - SER Project Expenses	150,517	-	-	-	-	-	150,517
73 - Shared Expenses	4,105,493	-	-	8,437	-	-	4,113,930
80 - Capital Outlay	-	-	589,195	-	7,362,910	-	7,952,105
88 - Debt Service	-	-	-	32,402,583	-	-	32,402,583
90 - Other Financing Sources (Uses)	10,702,187	-	-	-	-	20,045,993	30,748,180
<b>Expense Total:</b>	<b>19,687,466</b>	<b>-</b>	<b>589,195</b>	<b>32,411,020</b>	<b>7,362,910</b>	<b>20,045,993</b>	80,096,584
<b>Current Surplus (Deficit):</b>	<b>\$ 3,232,434</b>	<b>\$ 1,024,877</b>	<b>\$ 1,282,076</b>	<b>\$ (3,620,093)</b>	<b>\$ (6,463,068)</b>	<b>\$ (10,294,150)</b>	<b>\$ (14,837,924)</b>

# Comparison to Prior Year Activity and Total Budget

## General Fund

For the Period Ending 08/31/2020

2019-2020 August Activity	2018-2019 August Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
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### Revenue

#### MajorGroup: 60 - Water Revenue

6001 - Retail Revenue	\$ 2,313,163	\$ 2,058,395	\$ 12,384,510	\$ 11,258,010	\$ 12,927,000	96%
6002 - Wholesale Revenue	643,662	555,093	4,643,970	3,398,719	5,483,000	85%
6009 - Other Revenue	2,409	78,044	539,579	637,655	721,000	75%
<b>MajorGroup 60 - Water Revenue Total:</b>	<b>2,959,234</b>	<b>2,691,532</b>	<b>17,568,059</b>	<b>15,294,384</b>	<b>19,131,000</b>	<b>92%</b>

#### MajorGroup: 61 - Wastewater Revenue

6101 - Retail Revenue-Wastewater	339,901	340,883	3,069,895	3,313,124	3,362,000	91%
6102 - Wholesale Revenue-Wastewater	71,187	63,958	750,670	652,434	799,000	94%
6104 - Pre-Treatment Surcharges	-	15,245	81,265	175,533	176,000	46%
6109 - Other Revenue-Wastewater	-	7,310	41,390	100,964	104,000	40%
<b>MajorGroup 61 - Wastewater Revenue Total:</b>	<b>411,088</b>	<b>427,396</b>	<b>3,943,220</b>	<b>4,242,055</b>	<b>4,441,000</b>	<b>89%</b>

#### MajorGroup: 62 - SER Project Revenue

6201 - Reservation Fee Revenue-Water	3,445	65,418	746,253	1,142,774	1,100,000	68%
6202 - Reservation Fee Revenue-Wastewater	-	5,465	197,621	368,328	330,000	60%
6203 - SER Application & Engineering Review Fees	9,600	8,100	63,400	56,250	41,000	155%
6204 - SER Construction Inspection Fee	28,356	-	240,618	105,032	100,000	241%
<b>MajorGroup 62 - SER Project Revenue Total:</b>	<b>41,401</b>	<b>78,983</b>	<b>1,247,892</b>	<b>1,672,384</b>	<b>1,571,000</b>	<b>79%</b>

#### MajorGroup: 68 - Other Income

6801 - Other Income	5,441	335	40,158	8,739	4,000	1004%
<b>MajorGroup 68 - Other Income Total:</b>	<b>5,441</b>	<b>335</b>	<b>40,158</b>	<b>8,739</b>	<b>4,000</b>	<b>1004%</b>

#### MajorGroup: 69 - Investment Income, Net

6901 - Investment Income, Net	4,961	7,780	120,571	86,706	75,000	161%
<b>MajorGroup 69 - Investment Income, Net Total:</b>	<b>4,961</b>	<b>7,780</b>	<b>120,571</b>	<b>86,706</b>	<b>75,000</b>	<b>161%</b>

**Revenue Total:** \$ 3,422,125 \$ 3,206,026 \$ 22,919,900 \$ 21,304,268 \$ 25,222,000 91%

### Expense

#### MajorGroup: 70 - Water Expenses

7001 - Maintenance	\$ 15,409	\$ 55,014	\$ 279,316	\$ 552,619	\$ 400,000	70%
7002 - Repairs	47,994	-	142,095	-	300,000	47%
7005 - Grounds Maintenance	2,940	2,550	34,110	36,940	36,000	95%
7006 - Raw Water	132,363	111,621	978,866	888,820	1,020,000	96%
7007 - Chemicals	23,149	35,240	249,007	235,653	250,000	100%
7008 - Sludge Disposal	5,175	23,575	115,456	228,313	275,000	42%
7009 - Utilities	149,334	127,987	1,119,207	909,249	1,033,000	108%
7010 - Permits	-	-	19,590	19,777	25,000	78%
7011 - Laboratory Fees	1,146	608	10,941	20,240	30,000	36%
7012 - Contracted Services	3,146	8,103	62,660	79,792	90,000	70%
7013 - SCADA Maintenance	-	-	13,494	-	75,000	18%
7014 - Uniforms & Safety Equipment	2,781	-	5,887	-	2,990	197%
7015 - Office Supplies	226	-	3,558	-	5,000	71%
7019 - Other Expense	405	7,861	11,603	80,599	25,000	46%
<b>MajorGroup 70 - Water Expenses Total:</b>	<b>384,068</b>	<b>372,559</b>	<b>3,045,790</b>	<b>3,052,002</b>	<b>3,566,990</b>	<b>85%</b>

#### MajorGroup: 71 - Wastewater Expenses

7101 - Maintenance	6,993	22,500	153,346	235,229	200,000	77%
7102 - Repairs	8,485	-	89,898	-	50,000	180%
7105 - Grounds Maintenance	2,880	3,250	32,790	47,503	40,000	82%
7107 - Chemicals	5,353	2,294	49,528	44,465	62,000	80%
7108 - Sludge Disposal	47,321	57,110	595,212	595,560	675,000	88%
7109 - Utilities	23,896	21,509	250,523	243,316	295,000	85%
7110 - Permits	-	-	1,250	1,250	2,000	63%
7111 - Laboratory Fees	5,375	1,943	30,652	24,176	30,000	102%
7112 - Contracted Services	-	1,700	14,648	10,827	6,000	244%
7113 - SCADA Maintenance	-	-	2,673	-	10,000	27%
7114 - Uniforms & Safety Equipment	89	-	198	-	1,690	12%
7115 - Office Supplies	-	-	538	-	3,000	18%
7117 - Pre-Treatment Lab Testing	-	1,883	10,942	20,864	21,000	52%
7118 - Lease-Effluent Pond	-	-	93,000	93,000	93,000	100%
7119 - Other Expense	333	10,560	333	11,667	15,000	2%
<b>MajorGroup 71 - Wastewater Expenses Total:</b>	<b>100,725</b>	<b>122,749</b>	<b>1,325,531</b>	<b>1,327,857</b>	<b>1,503,690</b>	<b>88%</b>



# Comparison to Prior Year Activity and Total Budget

## General Fund

For the Period Ending 08/31/2020

	2019-2020 August Activity	2018-2019 August Activity	2019-2020 YTD Activity	2018-2019 YTD Activity	Total Budget	% Used
<b>MajorGroup: 72 - SER Project Expenses</b>						
7201 - SER Project Expenses	7,354	43,197	150,518	265,817	180,000	84%
<b>MajorGroup 72 - SER Project Expenses Total:</b>	<b>7,354</b>	<b>43,197</b>	<b>150,518</b>	<b>265,817</b>	<b>180,000</b>	<b>84%</b>
<b>MajorGroup: 73 - Shared Expenses</b>						
7301 - Billing System & Support	-	14,191	60,365	101,863	317,000	19%
7302 - Insurance	-	-	122,319	115,244	119,000	103%
7303 - Occupancy	16,028	15,146	173,256	237,265	190,000	91%
7304 - Payroll Expense	372,791	241,171	2,874,676	2,695,881	3,213,000	89%
7305 - Professional Services	76,922	52,057	783,785	689,820	840,000	93%
7306 - Vehicle Expense	(1,828)	6,903	90,913	82,002	102,000	89%
7309 - Other Expense	(4,208)	112,360	358,126	262,472	278,320	129%
<b>MajorGroup 73 - Shared Expenses Total:</b>	<b>459,705</b>	<b>441,828</b>	<b>4,463,440</b>	<b>4,184,547</b>	<b>5,059,320</b>	<b>88%</b>
<b>MajorGroup: 80 - Capital Outlay</b>						
8001 - General	-	38,199	-	38,199	50,000	0%
<b>MajorGroup 80 - Capital Outlay Total:</b>	<b>-</b>	<b>38,199</b>	<b>-</b>	<b>38,199</b>	<b>50,000</b>	<b>0%</b>
<b>MajorGroup: 90 - Other Financing Sources (Uses)</b>						
9009 - Transfers Out	836,563	971,354	10,702,187	10,684,896	11,538,750	93%
<b>MajorGroup 90 - Other Financing Sources (Uses) Total:</b>	<b>836,563</b>	<b>971,354</b>	<b>10,702,187</b>	<b>10,684,896</b>	<b>11,538,750</b>	<b>93%</b>
<b>Expense Total:</b>	<b>\$ 1,788,415</b>	<b>\$ 1,989,886</b>	<b>\$ 19,687,466</b>	<b>\$ 19,553,318</b>	<b>\$ 21,898,750</b>	<b>90%</b>
<b>Total Surplus (Deficit):</b>	<b>\$ 1,633,710</b>	<b>\$ 1,216,140</b>	<b>\$ 3,232,434</b>	<b>\$ 1,750,950</b>	<b>\$ 3,323,250</b>	

# Facilities Fund & Capital Project Expenditures

Date Range: 10/01/2019 - 08/31/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
<b>Fund: 30 - Facilities Fund</b>				
<b>SubGroup: 80021 - Projects</b>				
<a href="#">30-10-8004</a>	Uplands WTP Off/Trident Bldg	0.00	2,000.00	2,000.00
<a href="#">30-10-8006</a>	Tank & PS Repainting	0.00	12,115.00	12,115.00
<a href="#">30-10-8010</a>	Misc 1280 Press Plane Imp-Other	0.00	22,596.31	22,596.31
<a href="#">30-10-8012</a>	Leak Detection Prev Maint	0.00	31,910.00	31,910.00
<a href="#">30-20-8011</a>	WW Solids Mgmt Master Plan	0.00	78,398.68	78,398.68
<a href="#">30-90-8008</a>	I&I Study & Master Plan	0.00	178,274.41	178,274.41
<a href="#">30-90-8009</a>	SCADA	0.00	14,103.00	14,103.00
<a href="#">30-90-8014</a>	Uncategorized	0.00	0.00	0.00
<b>Total SubGroup: 80021 - Projects:</b>		<b>0.00</b>	<b>339,397.40</b>	<b>339,397.40</b>
<b>SubGroup: 80022 - Major Maintenance &amp; Repairs</b>				
<a href="#">30-10-8030</a>	Water System Large M&R	0.00	123,460.72	123,460.72
<a href="#">30-20-8031</a>	Wastewater System Large M&R	0.00	11,105.85	11,105.85
<b>Total SubGroup: 80022 - Major Maintenance &amp; Repairs:</b>		<b>0.00</b>	<b>134,566.57</b>	<b>134,566.57</b>
<b>SubGroup: 80023 - Vehicles &amp; Mobile Equipment</b>				
<a href="#">30-90-8040</a>	Vehicles & Mobile Equipment	0.00	55,722.08	55,722.08
<b>Total SubGroup: 80023 - Vehicles &amp; Mobile Equipment:</b>		<b>0.00</b>	<b>55,722.08</b>	<b>55,722.08</b>
<b>SubGroup: 80024 - Meters</b>				
<a href="#">30-10-8050</a>	Meter Purchases	0.00	59,508.47	59,508.47
<b>Total SubGroup: 80024 - Meters:</b>		<b>0.00</b>	<b>59,508.47</b>	<b>59,508.47</b>
<b>Total Fund: 30 - Facilities Fund:</b>		<b>0.00</b>	<b>589,194.52</b>	<b>589,194.52</b>
<b>Fund: 50 - Capital Projects Fund</b>				
<b>SubGroup: 80031 - CIP System-Wide</b>				
<a href="#">50-10-8103</a>	RWI/PS Expansion Ph 1	0.00	0.00	0.00
<a href="#">50-10-8107</a>	Raw Water Transmission Main #2	0.00	4,177,200.29	4,177,200.29
<a href="#">50-10-8109</a>	System Hydraulic Modeling	0.00	166.25	166.25
<a href="#">50-10-8110</a>	Additional Water Supply Development	0.00	19,996.65	19,996.65
<b>Total SubGroup: 80031 - CIP System-Wide:</b>		<b>0.00</b>	<b>4,197,363.19</b>	<b>4,197,363.19</b>
<b>SubGroup: 80032 - CIP 71 System</b>				
<a href="#">50-10-8201</a>	HPR Conv & Upgrade to 1500	0.00	50,665.16	50,665.16
<a href="#">50-10-8203</a>	WBCPS GST 2 Upgrade Ph 2	0.00	1,149,258.57	1,149,258.57
<a href="#">50-10-8205</a>	1080 Bee Cave TM	0.00	35,931.25	35,931.25
<b>Total SubGroup: 80032 - CIP 71 System:</b>		<b>0.00</b>	<b>1,235,854.98</b>	<b>1,235,854.98</b>
<b>SubGroup: 80033 - CIP 290 System</b>				

Detail Report

Date Range: 10/01/2019 - 08/31/2020

Account	Name	Beginning Balance	Total Activity	Ending Balance
<a href="#">50-10-8301</a>	SW Pkwy PS Upgrade Phase 1	0.00	174,967.88	174,967.88
<a href="#">50-10-8305</a>	1240 Conversion/WL	0.00	103,165.29	103,165.29
<a href="#">50-10-8307</a>	1340 EST	0.00	3,705.81	3,705.81
<a href="#">50-10-8309</a>	1340 PS Upgrade	0.00	172,980.29	172,980.29
<a href="#">50-10-8311</a>	1340 TM	0.00	-35,277.76	-35,277.76
Total SubGroup: 80033 - CIP 290 System:		0.00	419,541.51	419,541.51
SubGroup: 80034 - CIP Wastewater				
<a href="#">50-20-8402</a>	TLAP Major Amendment Application	0.00	1,634.50	1,634.50
<a href="#">50-20-8403</a>	Bohls WWTP Expansion	0.00	40,831.20	40,831.20
<a href="#">50-20-8407</a>	Beneficial Recycling Facility	0.00	27,178.75	27,178.75
Total SubGroup: 80034 - CIP Wastewater:		0.00	69,644.45	69,644.45
SubGroup: 80035 - Developer Reimbursements				
<a href="#">50-90-8501</a>	Developer Reimbursements	0.00	1,440,505.41	1,440,505.41
Total SubGroup: 80035 - Developer Reimbursements:		0.00	1,440,505.41	1,440,505.41
SubGroup: 80036 - Other				
<a href="#">50-90-8599</a>	Other	0.00	0.00	0.00
Total SubGroup: 80036 - Other:		0.00	0.00	0.00
Total Fund: 50 - Capital Projects Fund:		0.00	7,362,909.54	7,362,909.54
Grand Totals:		0.00	7,952,104.06	7,952,104.06

## **ITEM C**



**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
Regional Water Treatment Plant

# Operations Report

September 10, 2020

All TCEQ compliance parameters were within State limits during the month of August 2020. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

**Water and Waste Water Process Summary: August, 2020**

Water Treatment Plant	Actual
AVG Raw Water	14.542 MGD
AVG Treated Water	14.423 MGD
PEAK Treated Water	17.158 MGD
AVG CFE Turbidity	0.11 NTU
AVG Chlorine	2.78 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.560 MGD	0.675 MGD
MAX Flow	0.633 MGD	
AVG CBOD	1.00 mg/l	5 mg/l
AVG Fec.Coli	1.32 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.01 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.215 MGD	0.325 MGD
MAX Flow	0.243 MGD	
AVG CBOD	1.30 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.03 mg/l	3 mg/L

# WTCPUA Effluent Irrigation

## Effluent Ponds Weekly Operating Report

**Week of:** September 7 2020

<b>Average Wastewater Flows:</b>	Lake Pointe	0.610	MGD
	Bohls	0.245	MGD
	<b>TOTAL</b>	<b>0.855</b>	<b>MGD</b>

<b>Pond Level Readings:</b>	Spillman	14.50	ft	<b>Read Date:</b>	9/7/2020
	Bohls	18.50	ft		

<b>Current Pond Capacities</b>	Spillman	60%	Full
	Bohls	24%	Full

<b>Combined Capacity:</b>	<b>38%</b>	<b>Full</b>
<b>Last Weeks Combined</b>	<b>28%</b>	<b>Full</b>

**Milestone Combined Capacity Levels:**

Minimum Level	5%
Mandatory Irrigation	Above Trigger Level
Trigger Level	73%
Maximum Management Level	85%
Permit Level	100%

<b>Current Operating Conditions:</b>	<b>Normal Irrigation Conditions</b>
	<b>CCNG on Spillman Service</b>

**Target Maintenance Flows:**

Spanish Oaks:	0.342	MGD
Falconhead:	0.410	MGD
Falconhead HOA:	0.103	MGD

	0.855	
<b>Previous Week Usage:</b>	<b>Effluent</b>	<b>Raw Water</b>
Spanish Oaks:	0.101 MGD	0.008 MGD
Falcon Head:	0.309 MGD	
Falcon Head HOA:	0.115 MGD	
	<b>TOTAL 0.525 MGD</b>	

<b>Year to Date Usage:</b>	<b>Effluent</b>	<b>Raw</b>
Spanish Oaks:	218.3 Mgal	Spanish Oaks ac-ft
Falcon Head:	414.8 Mgal	Total ac-ft
Falcon Head HOA:	65.7 Mgal	MAQ 450 ac-ft

<b>By:</b>	Bubba Harkrider	<b>Date:</b>	9/7/2020
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# ELECTROMECHANICAL REPORT

SEPTEMBER 2020

## Water Treatment Plant

- Generator back-up power infrastructure for server. Completed
- High Service Pump Motor has been replaced after pump failure; pump will be rebuilt pending cost assessment.
- Replaced UPS and added to genset circuit in
- Unit #3 Clarifier UPS; troubleshot control power issues. – Completed.
- Unit #3 Sump Pump – Pulled pump for motor failure. In process.
- Replaced CL2 sample bib in the High Service Pump Bldg.
- Replaced PD6000 and programed, ACH pump #7 after power outage.
- Replaced belt on exhaust fan in Line Maintenance Building.
- Adjusted limit switches and returned to service.
- Replaced level transducer on ACH Bulk storage tank.
- Replaced lighting on Transfer Pump Bldg. due to neighbor getting light pollution in back yard.
- Replaced lamps over Unit #2.
- Repaired entrance gate.
- HSP #5 pump Control Valve- Replaced stem seals.

## Raw Water Intake

- Pump #5 was taken offline for an inspection of the pump and motor. Motor has been installed on Pump #4. While motor #4 is under inspection. Installation expected this in September.
- Pump #2 Seal replacement – Seal ordered.
- Reset Pump Control Valve position after power outage.
- Repair to A/C unit by contractor.

## Pump Station #1

- Pump #4 – Repaired Pump Control “Fail to Close”; pilot device replaced.
- Replaced packing seal on Pump #4
- Replaced A/C filters and adjusted tensioner on motor.
- Flushed bonnets on all Pump Control Valves.

### **Pump Station #7**

- Troubleshoot Pump #1B failure, found breaker in tripped position; reset breaker and verified correct operation then returned to service.
- Adjusted packing seals on Pump #3.
- Replaced various indicator lamps on control panel.

### **Lift Station #8**

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

### **Lift Station #10**

- Replaced flange adapter on Pump #2.

### **Lift Station #11**

- Pulled pumps and cleared debris.

### **Lift Station #15**

- Generator fuel system treated for bacterial growth. \* Completed; fuel was treated, filtered, and returned to tank, fuel filters were replaced, and generator was load tested to insure adequate fuel supply. August – Problem has resurfaced and is being addressed; temporary tank installed currently.
- Control Panel A/C unit failure. In process

### **Lift Station #18**

- Complete rebuild of spare pump.

### **Lift Station #20**

- Replaced failing relay on Pump #2 controls.

### **Spillman Pump Station**

- Troubleshoot no pump alternation issue. In process
- Replaced fuses after power surge.



**Misc.**

- Truck 902 - Repaired after accident.
- Truck 1423 – Repair to turbo system.
- Assisted LM with meter vault lid installation.
- Installed Fire Extinguishers near all generators.
- Assisted Line Maintenance Crew with install of RPZ at Water Plant.

## **ITEM D**



Partners for a Better Quality of Life

September 9, 2020

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

Re: WTCPUA Project Status Summary – September 2020

Dear Jennifer:

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

1. Sanitary Sewer Smoke Testing Study and Report – All field work and GIS data has been collected and is complete. We plan on submitting the GIS map and report to the PUA next week (week of September 14).
2. SCADA System Improvements Project – The RF model is complete and the data analysis is being worked through and is anticipated to be completed within the next two weeks. At that point the study and report will be finalized to be submitted to the PUA in mid-October.
3. Uplands WTP Improvements – Field work is underway on this project. A supplemental scope/fee proposal is being prepared for the PUA for completion of the additional design work items. Final design and construction documents suitable for bidding are scheduled to be submitted to the PUA in January 2021.

Thank you and should you have any questions please call me at 512-680-1539 or at [swetzel@cpyi.com](mailto:swetzel@cpyi.com) with written communications.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott C. Wetzel'.

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

Cc: File WTCP2000029/WTCP2000096

200 West Highway 6, Suite 620  
Waco, Texas 76712  
TBPE # F-1741  
TBPLS # 10194124

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[www.cpyi.com](http://www.cpyi.com)





## MURFEE ENGINEERING COMPANY, INC.


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

## M E M O R A N D U M

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**DATE:** September 10<sup>th</sup>, 2020

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

**FROM:** Dennis Lozano, P.E. 

**RE:** Engineer's Report – September 2020

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

**MEC File No.: 11051.131**

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### Current Issues

#### Wastewater Flow

An updated figure tracking wastewater flows is attached.

#### Raw and Treated Water Flows

Figures are attached. Trends are in line with expectations.

#### Raw Water Line Break

At approximately 10:30 am on August 27<sup>th</sup> the horizontal directional drilling contractor S&S drilled a 6-1/2" hole at approximately the spring line of the WTCPUA 30" raw water transmission main. S&S was working on behalf of Grande Communications using permit plans prepared by LJA Engineering, Inc. The purpose of their work was to install communications conduit within the ROW at 11711 Bee Cave Road. I was notified by Lead Water Operator Curtis Jeffrey and shortly after by General Manager Jeniffer Riechers at approximately 10:50 am and immediately began resource allocation and response measures. The immediate goal was to attempt to isolate the break in order to excavate and assess the damage and at the same time contingency planning for commissioning RWL 2 to deliver raw water to the Uplands WTP began. MEC field personnel mobilized to document the situation and supplement WTCPUA resources in whatever way possible. Office staff and engineers were dispatched to conduct research into records that might have been of use to the effort—locating valves and pulling status information on

RWL 2 construction.

Line Maintenance Supervisor Joey Sifuentes responded immediately and began to locate valves to isolate the break. Based on differential reads between the raw water line and the Uplands WTP the leak was estimated at 5,000 gpm and caused minor flooding of the parking lots and outdoor areas of businesses in the vicinity of the break.

Photos are provided below:



*Figure 1: Flooding in the Parking Lot of Los Pinos Restaurant 2:41 pm*





*Figure 2: Aerial View of Incident Location Approximately 6 pm*

The WTCPUA management, engineering, and operations team determined that Stage 4 Emergency Measures were unavoidable and began sending out notifications to wholesale and key customers at approximately 1pm. Automated calls, e-mails, and postings were sent to all retail customers and wholesale providers followed suit in their service areas.



*Figure 3: WTCPUA Operations Response 1:24 pm.*

Between 2 & 3 pm WTCPUA personnel shut the downstream valve to isolate the leak and attempted to close an upstream valve to stop the flow. MEC personnel assisted in diverting flow from the break by opening raw water hydrants upstream of the leak. Unable to close the upstream valve or significantly stem the flow at the break location, WTCPUA personnel went further upstream to the Raw Water Intake to attempt to close a valve at that location.

A plan was identified to open an interconnect between the RWL and RWL 2 immediately downstream of the break location in order to use the existing chlorine dosing location by carrying some water through the existing RWL while using RWL 2 to deliver water in parallel.

WTCPUA Lead Water Operator Curtis Jeffrey and Electromechanical Supervisor Michael Sarot mobilized to make preparations for commissioning RWL 2 early via the addition of temporary chlorination equipment. Equipment vendors and installation contractors were contacted, equipment ordered, and work scheduled for August 28<sup>th</sup>—as soon as parts were available.

MEC personnel spoke with Eric from S&S who said they had called for locates, which were marked on the pavement, potholed for the line, did not find it, and proceeded to drill. He did note that the waterline is not indicated on his plan set at the incident location, though it is shown on an adjacent sheet (different location), as shown in the following Figures.





- The waterline, despite being shown up to the match line at Sta. 8+50 on the prior sheet, is not shown on the sheet relevant to the crossing.
- Many surface features are shown, including pavement, culverts, trees, and other infrastructure, however waterline appurtenances in this area, which are many, are not indicated.
- The incident occurred approximately 10' outside of the LOC for the proposed project—the contractor was not on the alignment indicated on the plans.



*Figure 6: Indication of Utility Markings for Waterline*

Figure 6 indicates a discrepancy in the marked location of the line and the actual line location. The contractor claims to have excavated at the marked location, not found the line, and proceeded to drill without knowing the location of the marked utility.

As evening approached the break was not able to be isolated with any upstream valves, however by closing the furthest upstream valve as much as possible and opening two fire hydrants to bleed off flow that was getting by the valve, the leak was able to be stopped enough for dewatering and excavation. The Uplands WTP was crippled to 11 MGD of production at a time when 15-17 MGD is not unusual. I certainly anticipated that portions of the system could lose pressure and/or be dewatered, potentially triggering widespread boil water notice.

I stayed in communication with General Manager Riechers, providing regular updates and recommendations for key decisions. I also provided updates to Board members as key decision points or critical path determinations were made.



At approximately 4:30 pm I became aware of a miscommunication whereby I thought that a repair saddle for the concrete-steel-cylinder (CSC) waterline, which is a specialty pipe material requiring specialty parts and labor, had been ordered and was en route. It was clarified to me that the part that was ordered was a 30" tapping saddle for the temporary chlorination improvements. The inability to completely isolate the break would mean that even full commissioning of RWL 2 would not allow the Uplands WTP to return to full capacity—the critical path became repair of the break, pending continued work on the upstream isolation valve.

At approximately 5:00 pm I was able to contact the Field Services Representative for this area for the Thompson Pipe Group (TPG), which is a specialty manufacturer and installer of CSC pipe located in the Dallas area. The response from TPG was superb—Colin Brown and I stayed in contact through the night to help in the determination of which repair path was feasible. Small, clean breaks are repairable with a repair saddle—more extensive breaks or cracking could result in the need for replacement of entire pipe segments. Mr. Brown staged a repair saddle and truck in their yard, ready for immediate dispatch once the determination was made.

Through the night of the 27<sup>th</sup> and into the morning the tanks were all drawn low however the system was able to stay pressurized and in water throughout the night. As morning broke the plan was for WTCPUA personnel to continue to attempt to isolate the break.

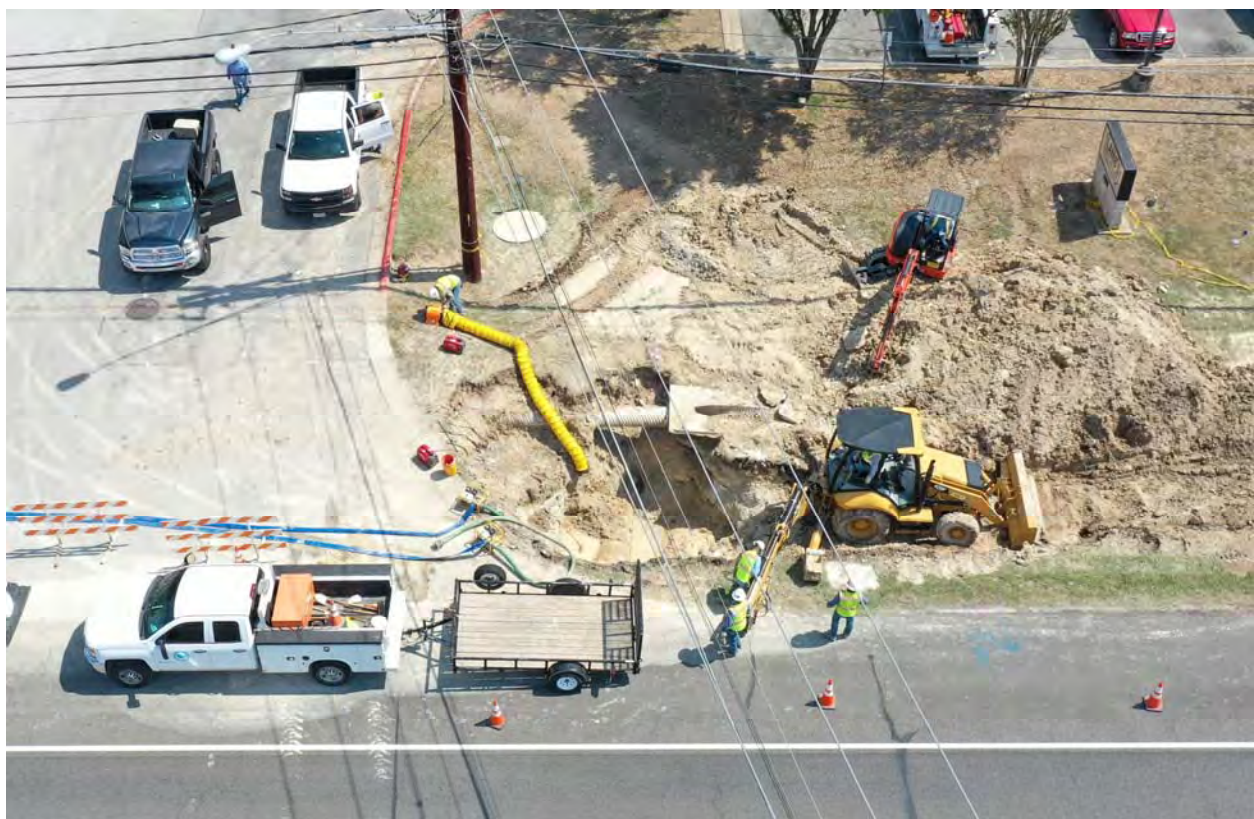


*Figure 7: WTCPUA Crew Attempts to Isolate the Break*

The valve was unable to be closed and the attempt abandoned for fear of breaking the operating mechanism. Flow to the leak had been reduced to the point of ability to deliver upwards of 18 MGD instantaneous flow to the Uplands WTP, however the capacity was tenuous and the decision to remain in Stage 4 was made near midday when it became evident that the earliest possible repair would be after notifications were possible.

Lead Water Operator Curtis Jeffrey ran many alternative disinfection scenarios using the Surface Water Monthly Operating Report (SWMOR) to determine whether adequate disinfection could be provided and confirm that it was. This effort was crucial to avoidance of any violation associated with the incident, which would have caused customer notifications for water quality deviations.

At approximately 11 am excavation began at the incident location after it was sufficiently dewatered by pumps. Parts were available for the temporary chlorination dosing equipment installation on RWL 2 and Cash Construction was contacted for assistance in excavating the conduits they had installed for this purpose. Cash responded with a backhoe and operator to help so WTCPUA crews could focus on excavation of the break. In order to short circuit response time for TPG, I made a recommendation to General Manager Riechers based on the best information we had at the time to proceed with dispatching the repair technician despite not knowing for certain that the parts he had were appropriate. Ms. Riechers concurred and made the decision to dispatch TPG with a repair saddle in an effort to be able to complete the repair before the early morning hours of the 29<sup>th</sup>. I notified TPG of Ms. Riechers' decision at approximately 2 pm.



*Figure 8: Incident Location Excavation Approximately 3:15 pm*



At approximately 1:30 pm the encasement pipe for the Bee Cave Road crossing was exposed and it was confirmed that the pipe is encased to the edge of pavement on the south side. It had been feared that because the line was built long before the widening of Bee Cave Road that perhaps the encasement had not been extended.

At approximately 2:45 pm visual contact with the break was made, as indicated in Figure 9 below, along with the encasement pipe.



*Figure 9: Visual Contact with the Break and Encasement at Approximately 2:45 pm*

The hole was a clean 6-1/2" drilled hole just above the spring line of the pipe—a textbook case for the repair saddle that was en route. After numerous things not going our way, including power issues at the Raw Water Intake and a WTCPUA excavator dropping a track, this was a stroke of good fortune and the gamble to dispatch the repair crew paid off.

During the remainder of the travel time for the TPG technician with the repair saddle WTCPUA crews worked to excavate the necessary working room around the RWL at the break. Figure 10 shows an aerial view of the site at approximately 4 pm.





*Figure 10: Aerial View of the Break Site at Approximately 4 pm*

Figure 10 also shows clearly the discrepancy between the marked location (blue paint on the pavement in the lower right hand corner of the photo) and the RWL and break visible in the center of the photo.

The TPG technician arrived on site at approximately 6 pm and began work supported by WTCPUA personnel and equipment coordinated earlier. By 8:45 pm the repair saddle was in place and final preparations of the break site were underway in preparation for placement of the pressure plate which would effect the repair.





*Figure 11: TPG Technician Supported by WTCPUA Personnel Repair the Break*

The pressure plate was placed at approximately 9pm and bolted up, completing the repair with the exception of encasement in flowable fill, which was scheduled for Saturday delivery. The last personnel demobilized from the site at approximately 10 pm.

Beginning on the morning of the 29<sup>th</sup> notifications were sent out lifting Stage 4 and returning to service as normal with the Uplands WTP at full capacity. I am proud to report on such a successful emergency mobilization of a team with many parts and roles to play. Despite numerous setbacks the ultimate goal, which was effecting the repair without affecting customers, was attained.

## CIP

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

### Water-Systemwide

#### ***Aquifer Storage and Recovery Preliminary Investigation***

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

#### ***Raw Water Line No. 2***

The pipeline portion of the project has been completed and tested. Remaining work is fiber optic conduit and restoration. Cash Construction completed scope and demobilized from the LTISD site to comply with the temporary construction easement this month. We received a very positive report from LTISD and very much appreciate their cooperation and accommodation.

#### ***Raw Water Line No. 2 Chlorine Injection Improvements***

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

#### ***Water Solids Management Master Plan***

We have completed internal QA/QC of the report and it is nearly ready for issuance. The executive summary of the report is provided under separate agenda item.

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

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

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

A protocol has been designed for importation/use of existing data to capture value while ensuring a quality control/review process for model parameters that affect performance. The goal is to use the existing model data in a cost efficient way while scrubbing it for consistency and accuracy.

### Water – SH71 System

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

We are currently working with the property owners to obtain the easements. Topographical and tree



survey for a portion of the project is complete. Due to the unavailability of easements and other issues, we decided to install the pipeline in two phases; the first phase will install the pipe segment between FM 2244 and Bee Cave Parkway, and the second phase will install the pipe segment between Bee Cave Parkway and West Bee Cave PS.

#### ***Hamilton Pool Road Pump Station Expansion***

This project includes the replacement of an existing pump and the installation of an additional pump increasing the firm capacity of this pump station. The project is in the submittal phase and installation has been pushed out at the request of the WTCPUA operations staff. Certified pump test curves have been approved and delivery of the equipment is expected for October.

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

A Travis County site plan application has been prepared and submitted. Comments have been received and we are working on a comment response. The new tank will have significantly more volume capacity than the existing one, however, it will be a pre-stressed concrete tank and possibly with different dimensions compared to the existing tank. It is expected that the tank will be located on the MUD 22 EST site.

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

Civil and mechanical portion of the design is nearly complete and project specifications have been prepared. A submittal will be made to TCEQ for approval. The electrical engineering subconsultant has provided draft design documents and they are in review. We will bid out the projects after receiving electrical drawings and spec. We expect to advertise the project by the end of September or early October.

### **Water – US290 System**

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

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

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

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

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

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

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

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

## **Wastewater**

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

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

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

Phase I of the Master Plan with the Bohls WWTP expansion and that the Board direct MEC to present the report to the Lake Pointe MUD for feedback on Phase II.

## **Other Projects**

### ***Lift Station 9 Rehabilitation***

This project originated from a self-performed operations and maintenance project to replace some piping in the wet well at Lift Station 9. Damage and needs for repairs and replacement were much more extensive than originally thought and so a project was undertaken to package the rehabilitation into a construction project for bid. A Recommendation of Award is presented under a separate agenda item.

## PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Water – System wide							
Aquifer Storage & Recovery	Preliminary	\$20,000	N/A	N/A	99%	Q1 2020	TBD
Raw Water Line No. 2	Construction	\$4,374,565	\$198,860	\$4,769,716	95%	Q3 2020	Q3 2020
RWL2 Chlorine Injection	Design	\$143,885	N/A	N/A	25%	Q4 2020	Q2 2021
Water Solids Management Plan	Analysis	\$57,000	N/A	N/A	95%	Q3 2020	TBD
Beneficial Water Recycling Project	Wastewater Permitting	\$475,000	N/A	N/A	100%	Q4 2019	Q1 2022
	Pilot Protocol				85%	Q3 2020	Q1 2022
Water Model Update and Calibration	Engineering	\$125,000	N/A	N/A	10%	Q2 2021	Q2 2021
Water – SH71 System							
1080 Transmission Main	Design & Easement Acquisition	\$607,120	N/A	N/A	15%	Q2 2021	Q2 2022
HPR PS Expansion	Construction	\$225,000	\$48,617	\$273,617	20%	Q3 2020	Q3 2020
HPR PS GST 2	Design & Permitting	\$187,688	N/A	N/A	40%	Q4 2020	Q3 2021
West Bee Cave PS Expansion	Design	\$82,200	N/A	N/A	80%	Q4 2020	Q3 2021
Water – US290 System							
1240 Transmission Main	Design & Permitting	\$236,740	N/A	N/A	55%	Q1 2021	Q1 2022
1340 PS	Design & Permitting	\$284,235	N/A	N/A	90%	Q4 2020	Q3 2021
1420 PS Expansion	Design	\$92,090	N/A	N/A	80%	Q4 2020	Q3 2021

SWPPS GST 1	Construction	\$1,559,900	N/A	N/A	10%	Q1 2021	Q1 2021
SWPPS GST 2	Permitting	\$145,480	N/A	N/A	50%	Q4 2021	Q2 2021
<b>Wastewater</b>							
Bohls WWTP Expansion	Permitting	\$481,000	N/A	\$481,000	90%	Q4 2020	Q4 2021
Wastewater Solids Management Master Plan	Preliminary Engineering	\$140,735	N/A	\$140,735	100%	Q3 2020	Q4 2021
Lake Pointe Influent Lift Station Rehabilitation	Design	\$42,640	N/A	\$42,640	5%	Q4 2020	Q2 2021

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



**Southwest Parkway Pump Station GST 1 Excavation**





**Bee Cave Pump Station GST 2 Site**





**RWL 2 Tie In at Uplands WTP**

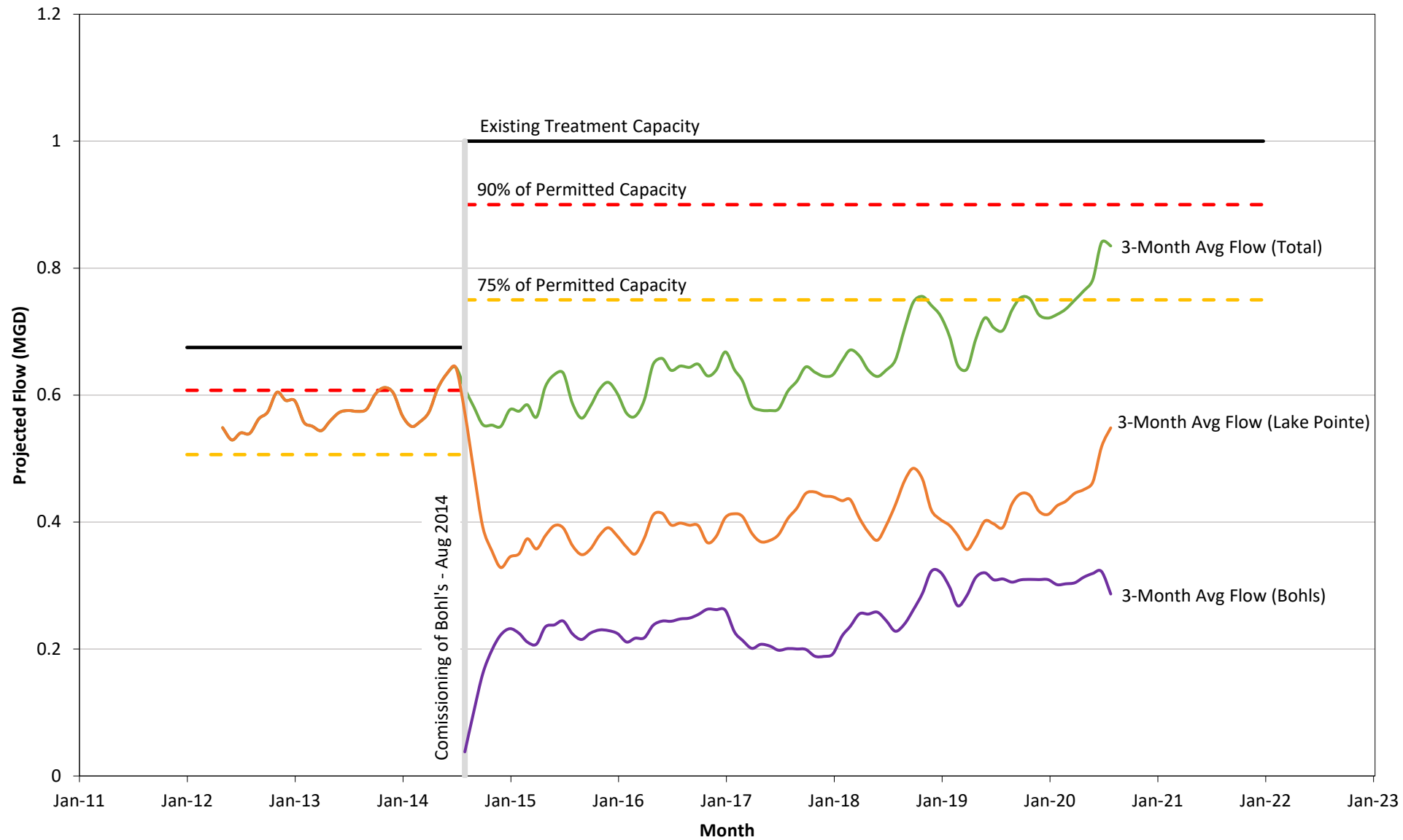




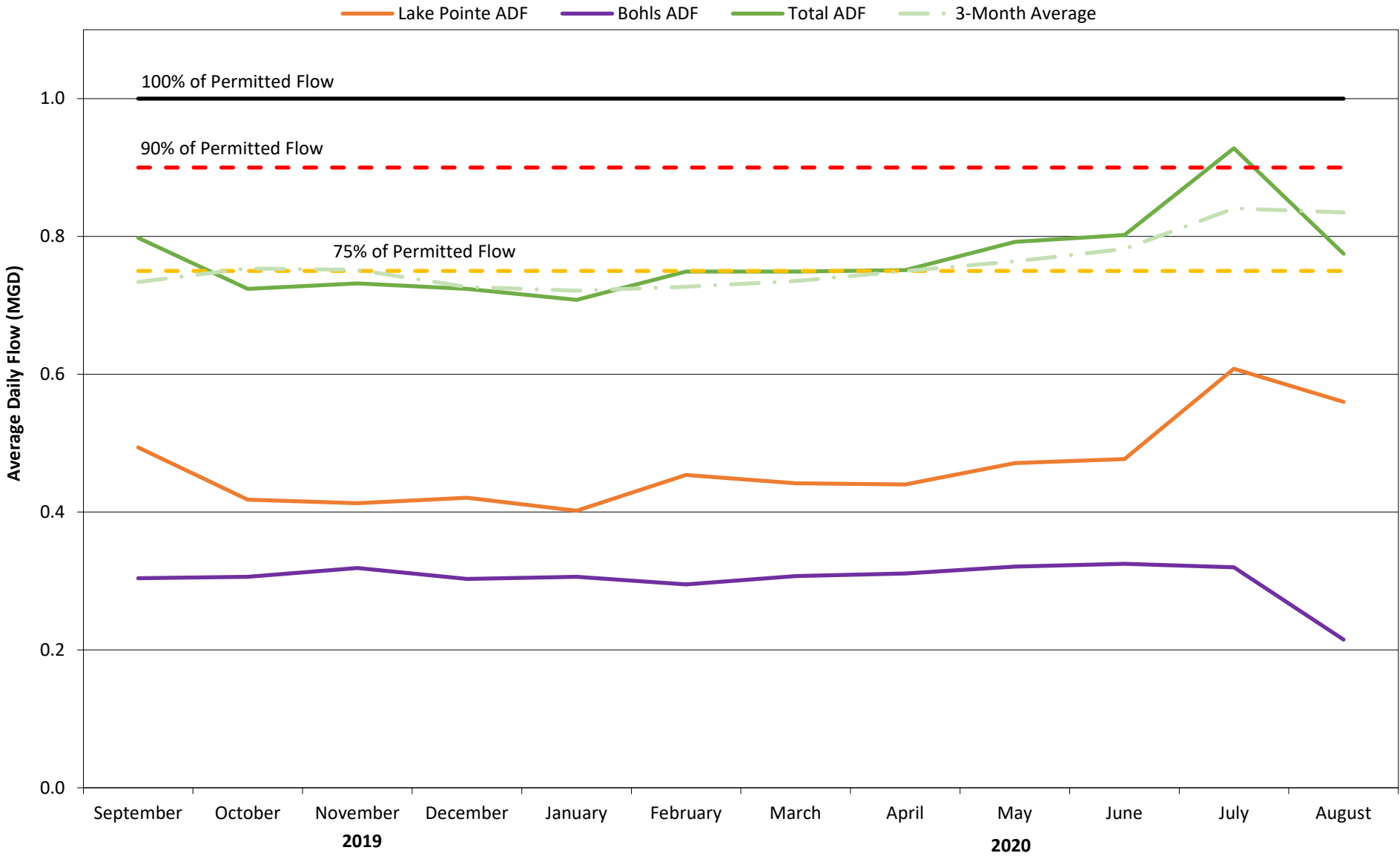
**RWL 2 Pump Station Tie-In**



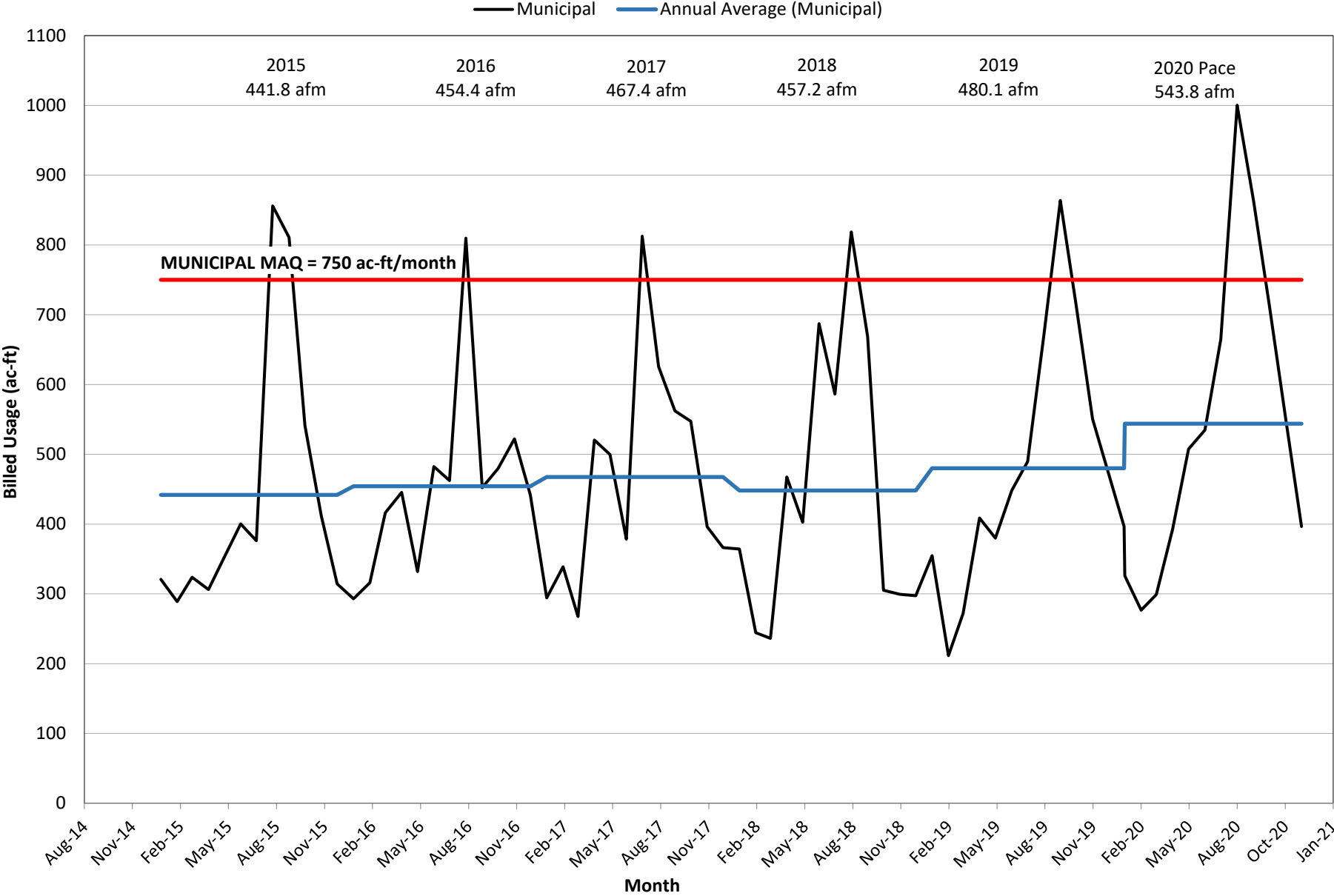
WTCPUA  
Total Wastewater Flow Projections



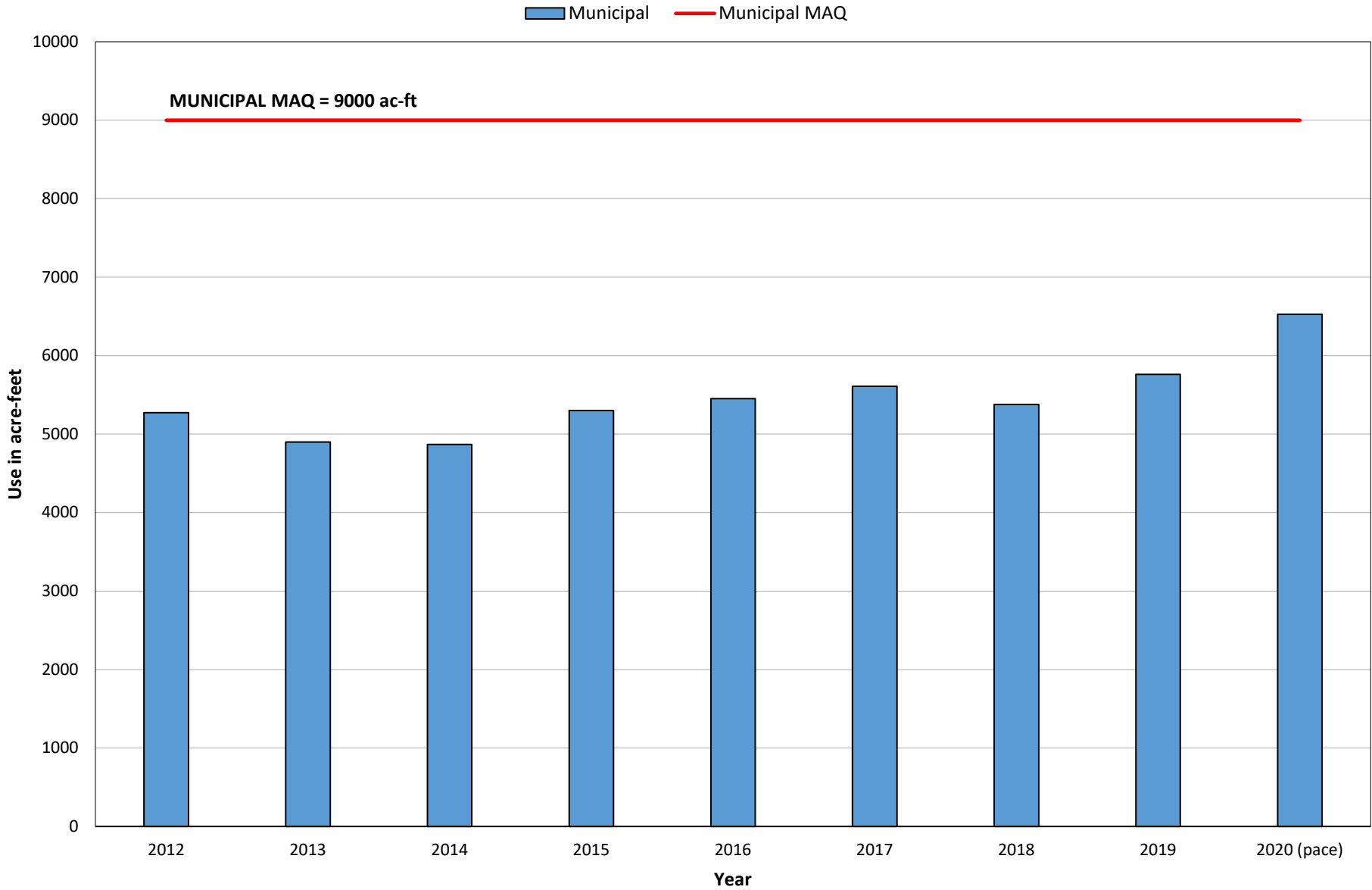
WTCPUA Wastewater System  
12-Month Average Daily Flow



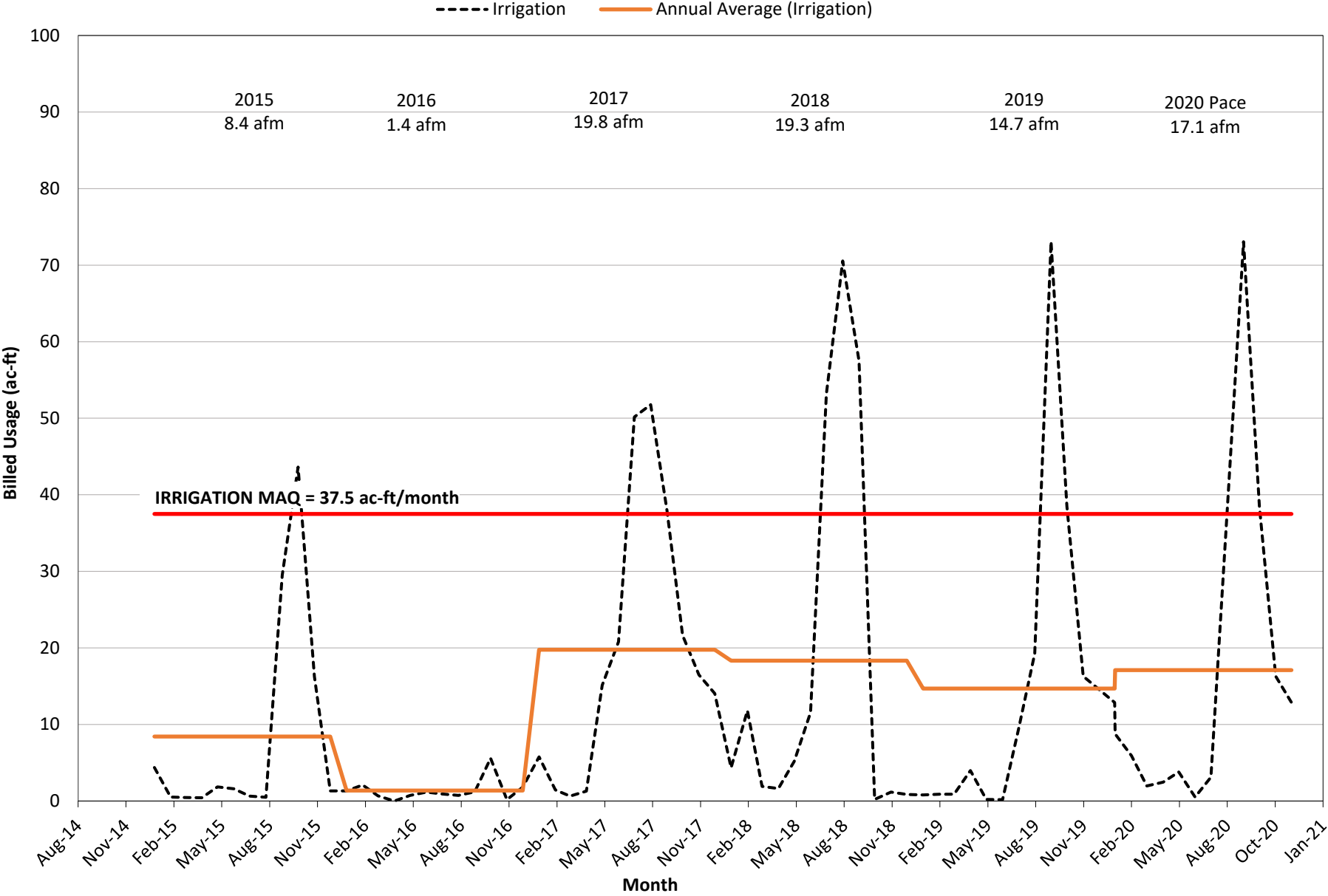
WTCPUA Municipal Raw Water Usage



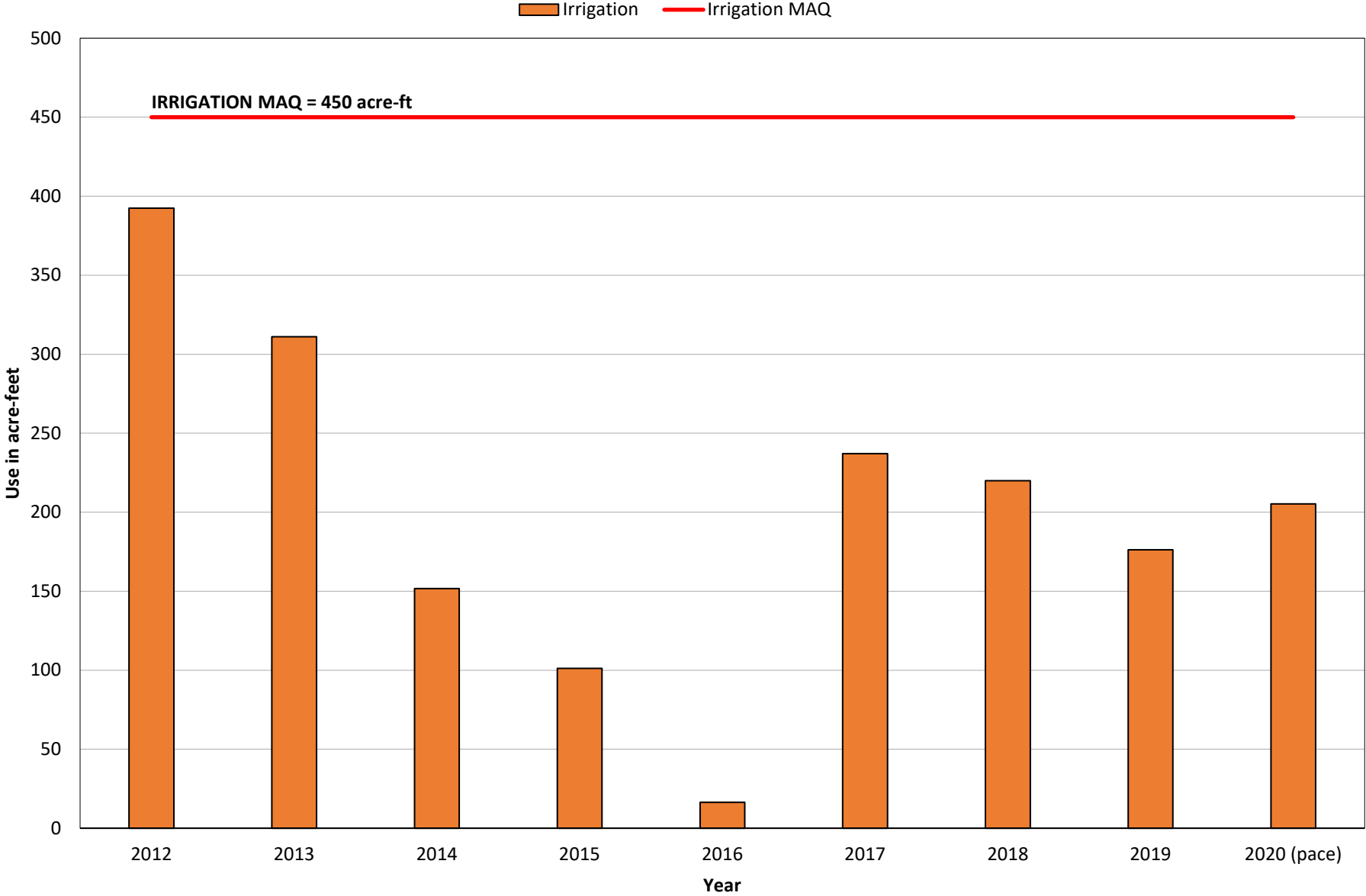
WTCPUA Annual Cumulative Municipal Raw Water Use



WTCPUA Irrigation Raw Water Usage

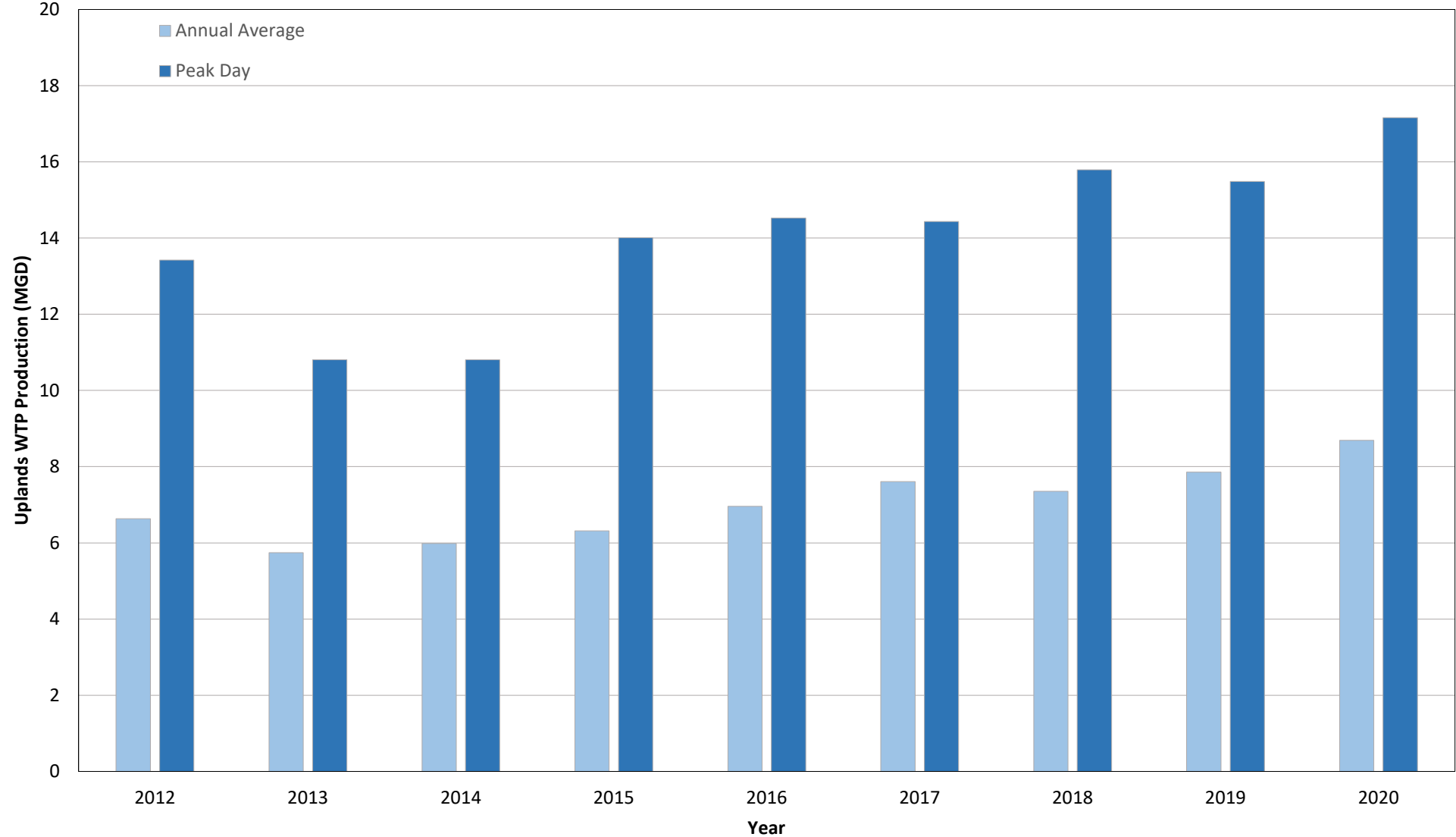


WTCPUA Annual Cumulative Irrigation Raw Water Use



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

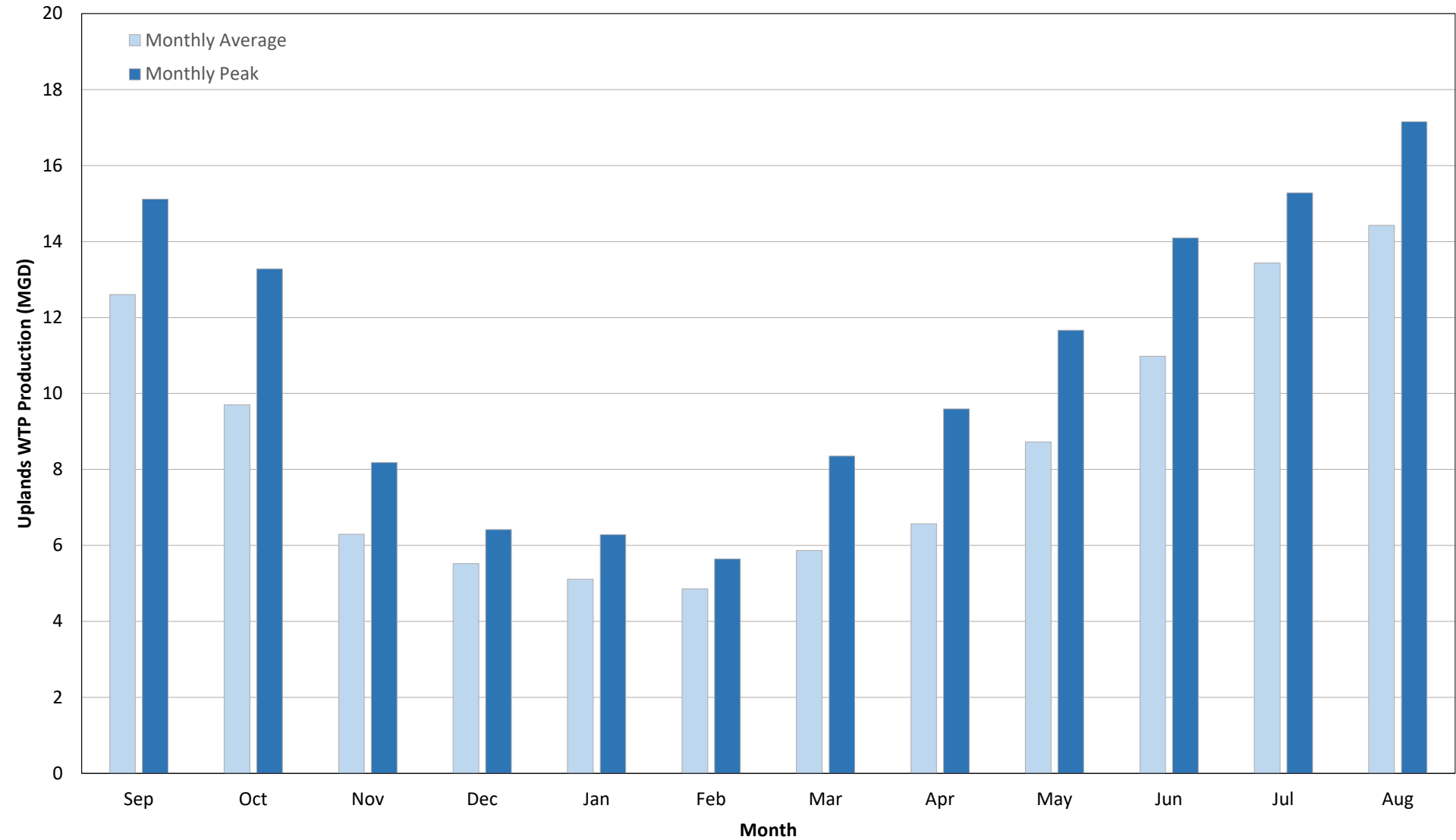
## WTCPUA Uplands Water Treatment Plant Production 12-Month Production



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

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

WTCPUA Uplands Water Treatment Plant  
12-Month Production





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**PRELIMINARY ENGINEERING REPORT**

**for the**

**WATER TREATMENT SOLIDS MANAGEMENT MASTER PLAN**

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Prepared for:

West Travis County Public Utility  
Agency12117 Bee Cave Road Building 3,  
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Bee Cave, Texas 78738

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August 2020

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## Appendices

Appendix A – Existing and Proposed Site Layout of the UWTP

Appendix B – Process Flow Diagram

Appendix C – Pilot Study Report

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Appendix E – Plant’s Hydraulic Profile

Appendix F – Cost Analysis

## **1.0 EXECUTIVE SUMMARY**

The West Travis County Public Utility Agency (WTCPUA) owns and operates the Uplands Water Treatment Plant (UWTP) located in Bee Cave, Texas at the intersection of Bee Cave Parkway and Bee Cave Road. It has a current design capacity of 20 million gallons per day (MGD). The WTCPUA is planning to expand the UWTP to an ultimate production capacity of 32.5 MGD. One of the major limitations of the current operation is that the plant lacks an effective solids management system, which will be unsustainable after the expansion to 32.5 MGD. Onsite lagoons are the only available process for dewatering the sludge generated from the treatment units of the plant. WTCPUA contracted Murfee Engineering Company, Inc. (MEC) to evaluate solids management alternatives, analyze financial impacts, and make a recommendation for modifying the current solids management process at the UWTP. In this study, MEC investigated the feasibility of various types of sludge thickening and dewatering equipment including gravity thickener, gravity belt thickener, centrifuge, volute dewatering press, and belt filter press to treat the solids stream generated at the UWTP. Based on the evaluation, MEC recommends replacing the existing lagoons with gravity thickeners, which will help thicken the sludge generated by the plant. To further reduce the volume of the sludge, MEC recommends installing a volute dewatering press at the plant. Implementation of the recommended solids management strategy will help reduce the sludge volume at the UWTP by greater than 90 percent.

MEC developed a conceptual plan to implement these improvements in two successive phases. The first phase will install the equipment that has adequate capacity to process the sludge generated at the existing plant. The second phase will be implemented simultaneously with future plant expansion.

MEC also performed a life cycle cost analysis to determine the 20-year life cycle savings associated with installing the thickening and dewatering equipment at the UWTP. The capital cost associated with the improvements is approximately \$10 million, which yields a 20-year savings of approximately \$4.6 million and a break-even investment period of about 15 years.

## **2.0 INTRODUCTION**

The UWTP is located at 12215 Bee Cave Rd, Bee Cave, Texas, 78746. The plant is a compilation of expansions and upgrades that have transformed the original 2 MGD plant into the stated 20 MGD capacity plant that is the heart of today's WTCPUA water system. The plant has three distinct treatment units. The oldest unit, Treatment Unit Number (TUN) 1 is the original 2 MGD "conventional" upflow solids contact clarifier and filter units, upgraded to include plate settlers in order to increase the unit's capacity. The second treatment unit, TUN 2, is a set of four Trident package treatment units that are located inside the main building. The main building also houses offices and the central Supervisory Control and Data Acquisition (SCADA) system that monitors and controls the UWTP processes. The third treatment unit, TUN 3, is a 10 MGD solids contact clarifiers and filters. This unit has two clarifiers, each with a capacity of 5 MGD, and associated filters whose firm capacity matches the 10 MGD capacity of the two clarifiers. The existing layout of the UWTP is presented in Appendix A. Treated water from the Trident units flows into a ground storage tank (Clearwell No. 1) for additional residence disinfection time; and all the treated water then enters the transfer pump station where it is pumped to a pair of ground storage tanks located at the northeast corner of the site.

Solids streams generated from the treatment units are sent to two onsite lagoons for storing filter backwash water, filter-to-waste water, the Trident units' waste stream, and the clarifier blowdown sludge from the clarifier of TUN 3. Decant from the lagoons can be transferred to either TUN 1 or TUN 3. Sludge deposited at the bottom of the lagoons are periodically removed and hauled offsite. The process of hauling sludge from the WTP comes at a significant cost, approximately \$250,000 annually. In addition to lagoons, a roll-off decant tank is used to capture blowdown sludge from the clarifier of TUN 1. Sludge from the roll-off decant tank is hauled off periodically.

The volume of the existing lagoons is approximately 170,000 gallons. In the cooler months, when the plant is producing less than 10 MGD, this volume provides a manageable solids handling operation. However, when warmer months result in increased plant production, and an increased waste stream to the lagoons, the normal solids treatment mode is interrupted and lagoon water may be returned to the TUN 3, or, as happened in previous years, pumped to the plants sewer line to be sent directly to the wastewater treatment plant. While the latter practice

has been halted by the current operators, when the lagoon flow is too great to allow complete lagoon recycle to TUN 1, the excess lagoon water is pumped to TUN 3. In this instance, the solids in the lagoon water are being returned to a treatment unit where solids are not removed, which only stores the solids in TUN 3 until they are returned to the lagoon to repeat the process and further accumulate until periods of low water use when the solids removal can catch up.

WTCPUA is planning to expand the UWTP to an ultimate capacity of 32.5 MGD. Given the concerns related to the solids management scheme of the existing plant, before finalizing a plan for expanding the plant's capacity, an overall sludge management system for the existing and expanded plant needs to be developed. Recently, WTCPUA requested MEC to develop a master plan for an effective solids handling system of the UWTP. Although the future expansion of the plant has not yet been decided, an upflow solids contact clarifier scheme similar to TUN 3 or a series of Trident units similar to TUN 2 are expected to be installed to expand the plant's production capacity. This report was developed focusing the solids handling system for both the existing (20 MGD) facility and the expanded (32.5 MGD) facility.

## **2.1 Scope of the Project**

The following tasks were performed to develop the report:

- Identify alternatives to thicken and dewater the solids produced by various water treatment process units of the existing and expanded UWTP.
- Perform a comparative analysis of various options that are available to improve the existing solids handling system.
- Analyze the results obtained from the pilot study of the dewatering system at the Uplands WTP to determine the efficiency of a dewatering equipment to dewater the sludge produced at the Uplands WTP.
- Develop a conceptual design for the recommended improvements of the solids management at the Uplands WTP.
- Develop an engineer's opinion of probable construction cost for the recommended improvements.

- Determine a prudent execution schedule to perform the final design and construction of the recommended components for the solid management system at UWTP.

### 3.0 PROCESS OVERVIEW

This section describes the physical and chemical processes of the UWTP that are used to treat the raw water to produce finished water, and to treat and remove the waste products resulting from the treatment process. A process flow diagram for the existing plant is provided in Appendix B. A set of pumps, located at the intake of Lake Austin, feeds raw water to the plant. These pumps are controlled to maintain a set range of pressure in the raw waterline at the plant. The pressure is sufficient to feed the raw water to any or all of the treatment units of the plant.

The water treatment process begins in the 30-inch raw water line, about 1,800 feet before the raw water enters the plant, where sodium permanganate ( $\text{NaMnO}_4$ ) is fed into the raw water line. Permanganate is a strong oxidant used for taste and odor control. It also helps reduce disinfection byproduct precursor concentrations by oxidizing total organic carbon in the source water. After the permanganate injection, about 1,300 feet before the raw water line enters the plant, a chlorine solution is injected into the raw water line. The chlorine solution, consisting of chlorine gas injected into water, produces free chlorine, which is a strong disinfectant. The residence time of the free chlorine in the raw water between the injection point and the first chemical addition point inside the plant provides substantial initial disinfection to the raw water prior to the raw water entering the plant.

As the raw water enters the plant, the water is metered and liquid ammonium sulfate (LAS) is added. The LAS reacts with the free chlorine to form monochloramine ( $\text{NH}_2\text{Cl}$ ), also known as chloramine. From this point forward, chloramine remains the disinfectant throughout the entire water system. After the LAS addition, the raw water is split between three treatment units: the 2 MGD TUN 1, the 8 MGD Trident TUN 2, and the 10 MGD TUN 3. Regardless of the treatment unit in use, aluminum chlorohydrate (ACH) and a polymer are added prior to the water entering the respective treatment train. ACH and polymer are coagulant aids that help bind and remove the organic material from the water.

TUN 1 is the original treatment plant and it is primarily used as to treat recycled flow from lagoons. In cases when the lagoon volume becomes too great for TUN 1 to handle effectively, the lagoon waste may be pumped to the TUN 3. TUN 1 consists of a clarifier rated at 2 MGD and three filters each rated at 1 MGD, i.e. the capacity of the filters with one filter out of service is equal to the capacity of the clarifier. TUN 1 receives flow from both the lagoon recycle pumps and from the raw water line. The operator sets the total flow into the treatment unit as well as the desired recycle flow from the lagoons. The lagoon flow is then maintained by a flow meter and modulating control valve downstream of the lagoon recycle pumps, and the raw water is regulated by a meter and control valve upstream of the clarifier's rapid mix box. The raw water flow is maintained as the difference between the treatment units total flow set point and the lagoon recycle pump set point. Figure 3-1 (a) and (b) include photographs of the clarifier and filters of TUN 1.

TUN 2 is an array of four self-contained Trident treatment units. Each of the four units is rated at 2 MGD. Figure 3-1 (c) includes a photograph of TUN 2. TUN 3 consists of two 5 MGD clarifiers followed by four 3.3 MGD filters, i.e. the capacity of three of the four filters will match the sum of the capacities of the two clarifiers. Figure 3-1 (d) and (e) include photographs of a clarifier and filters of TUN 3. Water that has passed through the clarifiers and the filters flows into a filtered water line that serves both the 10 MGD and the 2 MGD treatment units. Clarifier blowdown sludge may be piped into either the filter waste stream or into a sludge line that also serves the 2 MGD treatment unit. The filter waste stream flows by gravity to the lagoons.

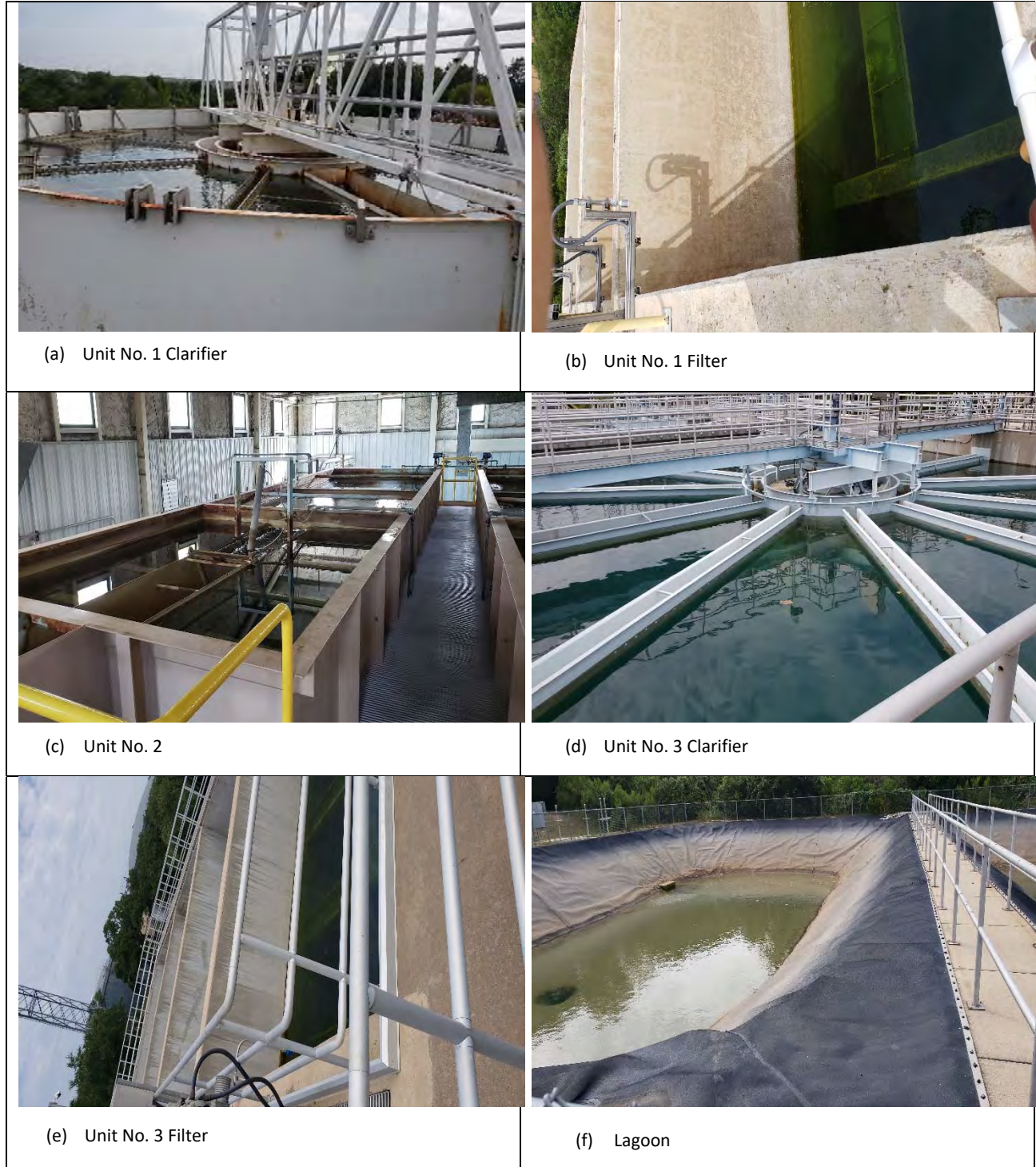
Treated water from all the treatment units is fed to the transfer pump station where the treated water is analyzed for disinfectant content, chlorine and LAS are added as necessary to increase the combined chlorine content, and the treated water is then pumped to the 1.5-million-gallon Clearwell No. 2. Three transfer pumps transfer the treated water to the Clearwell No. 2. Treated water from TUN 1 and 3 can feed directly to the transfer pumps, however treated water from TUN 2 must first flow through the 0.5 MG Clearwell No. 1 before it can feed to the transfer pumps. Clearwell No. 1 assures additional residence time for disinfection of the treated water from TUN 2. The water line that feeds the transfer pumps connects to the outlet side of the clearwell so treated water from the 2 MGD and 10 MGD that is not pumped can flow into



Clearwell No. 1 from the outlet side.

Clearwell No. 2 is connected to another storage tank, the 0.9 MG disinfection tank (DT). This tank is primarily used for storing filter backwash water while Clearwell No. 2 is responsible for providing a disinfection residence time for the treated water. Water stored in Clearwell No. 2 is fed into the water distribution system through the high service pump station. The high service pump station consist of five pumps, two with a stated capacity of 4 MGD each and three with a stated capacity of 6 MGD each.

**Figure 3-1: Process Components of Treatment Units at UWTP**



#### 4.0 SOLIDS MANAGEMENT PROCESS

Solids management includes the handling, treatment, reuse and disposal of the waste streams generated during the processing of raw water to potable water. Solids management may represent a substantial portion of both the capital and operating costs of a water treatment plant.

At the UWTP, the existing treatment units use ACH and polymers as coagulant aids for removing organic and inorganic matter from the raw water. Each treatment unit produces waste streams that consist of organic and inorganic material as well as residual solids from the coagulant additives that are added to the raw water. In TUN 1 and 3, two distinct waste streams are formed and each has different and distinct characteristics. The first waste stream is clarifier blowdown sludge from the mass of flocculated and settled matter that forms a solids “blanket” at the bottom of the clarifiers. As this blanket accumulates through time a certain volume must be periodically removed. This removal is done by opening a valve on the line that connects to the sludge collection hopper in the middle of each clarifier. The valve may be operated manually or automatically based on time and other parameters. The blowdown sludge, being an aluminum based sludge, is usually a voluminous, gelatinous sludge with good cohesion but poor compatibility. This means that the sludge will settle, over time, into a well-defined cloud at the bottom of a quiescent settling basin. The cloud has properties that keep it together but that also keep it from further settling into a more solid, denser product. In general, aluminum sludge from higher turbidity water will thicken to greater densities than aluminum sludge from lower turbidity water. Lake Austin, the source for the water processed at the WTP, usually possesses a low turbidity. The current treatment process sends the TUN 1 clarifier blowdown sludge to a portable roll-off unit with pervious interior walls that capture the solids and allow a portion of the water to separate from the sludge and be returned to the lagoons. This is a fairly dense aluminum-hydroxide-based sludge. The sludge from TUN 3 clarifiers is generally sent to the lagoons and recycled through TUN 1.

The second type of waste stream includes the filter backwash and filter-to-waste water (collectively referred to as the filter waste stream) from filters of TUN 1 and 3 as well as the entire waste stream from TUN 2. This waste stream, along with the TUN 3 clarifier blowdown

sludge, flows by gravity to the two backwash water lagoons. Figure 3-1 (f) includes a photograph of one of the lagoons.

The waste stream enters the backwash water lagoons through a splitter box that allows the flow to be directed to either or both of the two lagoons through the use of sluice gates on the entrance lines from the splitter box to each lagoon. Each lagoon also has a discharge pipe set at the low point in the respective lagoon with each discharge pipe feeding into a common wet well. This wet well feeds the recycle pumps. As with the entrance lines, either or both discharge pipes to the wet well may be closed via sluice gates located in the wet well. The discharge pipes to the recycle pump wet well are set very low in the lagoons and the pipe openings are at an elevation only slightly above the bottom of the lagoons. This implies that the design intent of these lagoons is for temporary waste stream storage only and that the lagoons are not designed for sludge settling and/or sludge removal.

## **5.0 EVALUATION OF SOLIDS MANAGEMENT STRATEGIES**

A detailed evaluation of the treatment process revealed the fact that the existing UWTP lacks an efficient solids management system. Two onsite lagoons are the only available process for treating solids at the plant. However, a thorough analysis indicated that these lagoons were not designed for effective settling and solids removal; they are more intended as a temporary repository for the filter waste water before it is recycled. The sludge tends to develop a settled layer in the lagoons; settled solids removal from the lagoons by manipulating a vacuum truck hose along the bottom of the respective basin generally results in a high water-to-solids removal content and therefore a greater cost per unit of solids removed. Solids management becomes more problematic in the warmer months as the quantity of water produced increases, resulting in greater quantities of the waste stream to be handled. In this study, we focused on developing an effective solids management strategy for the UWTP, which will help optimize the operation of the plant.

### **5.1 Alternative Strategies for Solids Management at the UWTP**

In the past years, various preliminary proposals were suggested to improve the solids management system for the UWTP. Major suggestions include expanding the volume of the existing lagoons by adding a third lagoon just to the east of the existing lagoons. One of the

primary limitations of this strategy is that to comply with the environmental regulations, a vegetative filter strip has been installed to the east of the existing lagoons. Therefore, the UWTP does not have a piece of land available to implement the strategy. Another suggestion is adding a permanent solids treatment system to thicken and dewater the sludge generated from the treatment units. This project is focused on evaluating the feasibility of the installation of a permanent solids treatment system at the UWTP. The permanent solids treatment system will include two key components, a thickening unit and a dewatering unit. Several thickening and dewatering units are available in the water industry. These technologies vary in performance criteria, such as, solids capture, water removal, odors generation, power demand, and labor requirements. In this study, we performed an evaluation of commonly used thickening and dewatering units available in the industry in terms of their effectiveness, feasibility, and cost.

## **5.2 Thickening Units**

Thickening provides more consistent sludge characteristics for the downstream units of a sludge treatment system. Several types of thickening units are currently available in the industry. Each thickening unit has several advantages and limitations; a thickening unit feasible for one water treatment plant may not be applicable to another water treatment facility. Therefore, the thickening unit of a water treatment plant needs to be selected based on the nature of that plant. In this study, we performed a desktop analysis to evaluate the feasibility of gravity thickening, centrifuge thickening, and gravity belt thickening at the UWTP.

### **5.2.1 Gravity Thickener**

A gravity thickener consists of a circular tank with a conical bottom that is fitted with collectors or scrapers at the bottom. Sludge is fed into the tank through a center well, which releases the solids at a low velocity near the surface of the tank. The solids settle to the bottom of the tank by gravity, and the scrapers slowly move the settled, thickened solids to a discharge pipe at the bottom of the tank. A weir located at the top of the tank allows the supernatant to return to a clarifier. Solids at the bottom of the tank can reach as high as 15 percent total solids (TS). A more typical result is 3 to 6 percent TS. Liquid at the surface of the tank is nearly clear, with low suspended solids concentrations. The transition point between clear liquid and thickened solids that develops in the middle of the tank is called a "solids blanket." Figure 5-1 shows a photo of a

gravity thickener.

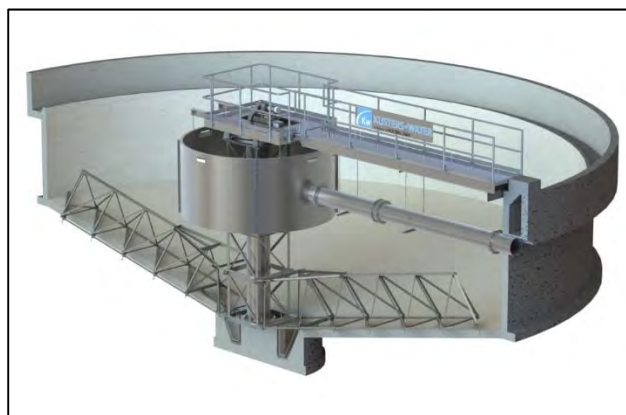
Gravity thickeners have several advantages, which include the following:

- They require low operation cost compared to the other thickening equipment, such as centrifuge and gravity belt thickener.
- They require less maintenance than centrifuge and gravity belt thickeners.
- In addition to thickening sludge, gravity thickeners provide storage volume for sludge. They also help blend sludge of different characteristics that are produced from different treatment units of a water treatment plant.

Gravity thickeners also have limitations. During the design and operation of a gravity thickener system, the following limitations need to be considered:

- Long hydraulic retention time of sludge in the gravity thickeners may build up scum, which may generate odors.
- Gravity thickeners require more land area than centrifuge and gravity belt thickeners.
- Decant of gravity thickeners may contain higher solids concentration than centrifuge and gravity belt thickeners.

**Figure 5-1: A gravity thickener**



### **5.2.2 Gravity Belt Thickener (GBT)**

The gravity belt thickener (GBT) uses a slow moving fabric belt to separate sludge solids and free water. Polymer is required to precondition the sludge and is prepared and aged in a small tank

upstream of the thickening process. Sludge thickening is aided by multiple rows of plows turning the sludge to enhance drainage and drainage elements which slow the flow of sludge and provide additional retention time over the horizontal gravity belt. GBTs have several advantages, including:

- They require low energy for operation.
- They are reliable and durable.

Despite the aforementioned advantages, GBTs have several major limitations, including: GBTs require preconditioning with chemicals and are sensitive to the quality of the sludge being thickened. Installing a mixing or blending tank upstream of the GBTS will help better thicken the solids from the GBTs. Installation of a mixing tank will increase the operation and maintenance cost of the solids management system at the UWTP.

- Typically, GBTs thicken the sludge up to 6 percent solids. At this concentration, it is sometimes challenging to transport or haul the sludge.
- GBTs cause odor and noise pollution which may negatively impact the nearby residences. GBTs are not typically enclosed because they required regular cleaning and observation.
- GBTs are usually installed on a platform above ground. Due to the height of equipment, an elevated walkway needs to be constructed to operate and maintain the equipment.

Construction of the platform, walkway and other infrastructures will increase the cost of the project.

**Figure 5-2: A gravity belt thickener**



### **5.2.3 Centrifuge**

Centrifuges have been used in water wastewater treatment since 1930s. It uses centrifugal force to perform the solid/liquid separation. The force is created in a conical-cylinder bowl that rotates



at high speed (2500-3500 rpm). The sludge particles are pressed against the bowl and conveyed out of the centrifuge by a screw that rotates at a slightly different speed than the bowl (a few rpms).

**Figure 5-3: A centrifuge**



Centrifuges have several advantages, including:

- Cake produced can have a very high solids content.
- Equipment is fully enclosed and produces very little odor.

Although centrifuge is able to thicken the sludge, it has several disadvantages, which include:

- Preconditioning with polymer is required, often at very high doses.
- Power consumption is high.
- Causes noise pollution.
- Spare parts are expensive.
- Internal parts are subject to abrasive wear.
- The centrifuge is a high speed rotary equipment; therefore, the base on which the centrifuge will be installed must be stationary and level. Special structural conditions need to be considered to construct the concrete pad to install the centrifuge, which may increase the project cost.

### **5.3 Dewatering Equipment**

Dewatering removes more water and produces a drier material compared to thickening units. Product of dewatering units is referred to as “cake.” Typically, dewatering units produce effluent



sludge with solids concentration above 10 percent. Dewatering offers the following advantages:

- Reduces sludge volume, saving cost on storage and transportation.
- Eliminates ponding and runoff, which can be a problem when liquid is land applied on the surface rather than injected.

In this study, we evaluated volute dewatering press (VDP) and belt filter press (BFP) for the application at the UWTP.

### **5.3.1 Volute Dewatering Press (VDP)**

The VDP was originally developed in Japan. In the VDP, sludge is fed into a mixing tank where polymer is thoroughly mixed in. The sludge then passes through a flocculation tank where gentle mixing and flocculation occurs. From there, the sludge overflows into the dewatering drum and is pressed. The entire operation is controlled by an on-skid control panel. The key to the process is the unique dewatering drum design. This drum is able to achieve both thickening and pressing (dewatering) of the sludge in a single, compact operation. It can take sludge as dilute as 0.1% solids, and produce a cake above 20% solids depending on the type of sludge. Wash water is used to keep the outside of the drum free from excessive sludge buildup.

**Figure 5-4: A volute dewatering press**



A VDP has several advantages, which include:

- It is a fully automated system.
- It produces high-quality filtrate.
- Power consumption of the equipment is extremely low.

- It generates low noise and odor.

A VDP has also several limitations. During the design and operation of the VDP, these limitations need to be considered:

- The process requires polymer addition to function.
- Variable feed sludge concentration will yield variable cake quality and may lead to over-dosing polymer.

### **5.3.2 Belt Filter Press (BFP)**

The BFP works by sequentially extracting water from the sludge using three separate zone of dewatering; the gravity zone, the wedge zone, and the pressure zone. Typically, dilute solids are mixed with polymer and fed to the gravity zone at a predetermined and optimum loading rate. As flocculated sludge passes over the gravity zone chicanes continuously turn the dilute sludge exposing it to clean belt draining a majority of the available free water via gravity. The wedge zone compresses the cake from the gravity zone between two belts where additional water is extracted under medium pressure before it is conveyed to the high pressure zone. Application of successively higher pressure with each roller pass in the high pressure section incrementally dewater the solids to higher cake concentrations.

BFPs are available in various belt widths ranging from 0.75 meter (m) to 3 m depending on the loading requirements. Belt speed, belt tension, polymer dose and solids feed rates can be adjusted to optimize the cake dryness.

BFPs have several advantages, which include the following:

- Low power requirements,
- Spare parts are not expensive, and
- Operation is simple.

BFPs have several limitations too. Major limitations include:

- It produces less concentrated cake.
- It requires larger footprint.
- It requires excessive maintenance.
- It requires an enclosed building for optimum operation.

**Figure 5-5: A belt filter press**

## 5.4 Summary of Options

The following table includes a summary of advantages and limitations of each of the thickening and dewatering equipment that we evaluated in this study.

**Table 5-1: Major Advantages and Limitation of Thickening and Dewatering Units**

Strategy	Key Equipment	Advantages	Limitations
<b>Thickening</b>	Gravity Thickener	<ul style="list-style-type: none"> <li>• Requires less operation cost</li> <li>• Requires less maintenance</li> <li>• Provides storage volume</li> <li>• Helps blend sludge</li> </ul>	<ul style="list-style-type: none"> <li>• May produce scum</li> <li>• Requires larger footprint</li> <li>• Decant may contain higher concentration of solids</li> </ul>
	Gravity Belt Thickener	<ul style="list-style-type: none"> <li>• Requires low energy for operation</li> <li>• Reliable and durable</li> </ul>	<ul style="list-style-type: none"> <li>• Requires polymer addition</li> <li>• Generates odor and noise</li> <li>• Sludge may be difficult to haul</li> </ul>
	Centrifuge	<ul style="list-style-type: none"> <li>• Produces little or no odor</li> <li>• Produces high quality filtrate</li> </ul>	<ul style="list-style-type: none"> <li>• Requires polymer</li> <li>• Requires high energy</li> <li>• Requires expensive spare parts</li> </ul>
<b>Dewatering</b>	Volute Dewatering Press	<ul style="list-style-type: none"> <li>• Power consumption is low</li> <li>• Produces high quality filtrate</li> <li>• Produces little or no noise or odor</li> </ul>	<ul style="list-style-type: none"> <li>• Requires polymer addition</li> </ul>
	Belt Filter Press	<ul style="list-style-type: none"> <li>• Requires low power</li> <li>• Operation is simple</li> </ul>	<ul style="list-style-type: none"> <li>• Produces less concentrated cake</li> <li>• Requires larger footprint</li> <li>• Requires excessive maintenance</li> <li>• Requires enclosed building</li> </ul>

## 6.0 CONCEPTUAL DESIGN

To implement an efficient solids processing system at the UWTP, we recommend installing thickening equipment followed by dewatering equipment. We further recommend that the waste stream (consists of filter waste and clarifier blowdown sludge) generated from all treatment units of the UWTP will be fed to the thickening equipment. The existing UWTP sludge contains approximately 1% solids. Thickening equipment will process this sludge and produce a solids stream that will contain 3% solids, which will then be fed to dewatering units. According to the pilot study report, dewatered sludge (also known as “cake”) from the dewatering unit will contain greater than 25% solids. Dewatered sludge will later be hauled away for disposal. Decant of both thickening and dewatering equipment will be fed either to TUN 1 or 3 for further processing.

### 6.1 Selection of Thickening Equipment

Solids streams generated from the three treatment units of the existing UWTP differ in physical and chemical characteristics. Before being processed, these solids streams need to be blended properly to develop a uniform characteristics. These solids streams are generated in batches, and stored in onsite lagoons temporarily. Because of the constraints in the availability of the land at the existing UWTP, we identified that the existing lagoons need to be replaced with solids processing units. Therefore, the proposed solids processing units need to be designed in such a way so that they have the ability to blend different types of solids streams as well as they possess sufficient capacity to store the solids streams temporarily in the absence of onsite lagoons.

Based on the aforementioned conditions, we identified that gravity thickeners will be a suitable option for thickening process at the UWTP. The proposed gravity thickeners will be large enough to store the volume of solids generated at the UWTP. Additionally, each gravity thickener will be equipped with a scraper. Slow rotation of scraper blades of the gravity thickeners will help blend the solids streams of different characteristics. Decant from the gravity thickeners will be recycled to either TUN 1 or 3 for further processing. Existing recycle pumps will be used to recycle decant. Thickened sludge deposited at the bottom of the gravity thickeners will be fed to a dewatering unit for further reducing the volume. Positive displacement pumps, installed near the gravity thickeners, will feed the thickened sludge to the dewatering units.

## 6.2 Selection of Dewatering Equipment

To select suitable dewatering equipment for the UWTP solids management system, we compared the pros and cons of a VDP and BFP. Our research indicates that the BFP requires a larger foot print; additionally, the power consumption of BFP is higher than a dewatering press. Therefore, we recommend that a VDP be installed at the UWTP to dewater the thickened sludge generated from the gravity thickeners. Filtrate, produced from the dewatering units, will be transferred to TUN 1, and/or 3. Dewatered sludge will be discharged into a roll off bin, located next to the dewatering units. Appendix A shows a site layout of the proposed improvement. An open space is available west of the existing chemical building at the UWTP. We recommend constructing a 48-foot by 15-foot concrete pad and anchoring the dewatering units on the pad. Appendix A shows the location of the proposed pad.

To determine the efficiency of the VDP, we performed a pilot study using the clarifier blowdown sludge generated from TUN 1 at the UWTP. The results of the pilot study shows that the VDP is capable of dewatering the sludge produced at the UWTP. The report of the pilot study is included in Appendix C.

### 6.2.1 *Summary of Pilot Study*

PWTech set up a trailer mounted volute dewatering press (model No. ES-201) pilot unit adjacent to the frac tank near the clarifier of TUN 1. The ES-201 model used in this study has a maximum stated hydraulic loading capacity of 15 gpm for thin sludge (less than 1% solids concentration) or a maximum solids loading capacity of 80 dry lbs/hour for thicker sludge (greater than 3% solids concentration). Utility water, 3-phase 480V power, and 120V power were provided to the pilot unit. The pilot unit was set up so that the discharged cake solids fell into a tractor bucket. Filtrate was gravity drained from the pilot unit and discharged into a nearby manhole.

Influent solids concentrations for the pilot unit varied between 0.52% and 0.85% with an average of 0.7%. Due to an absence of an effective mixing system, influent solids concentration was higher at the start of each day and gradually decreased during the day. However, fluctuation in influent solids did not appear to impact the pilot results. Two polymers were tested in the pilot study. The first polymer tested was FBS C1084PWG with doses ranging from 7 to 18 active pounds per ton of

dry solids (lbs/ton). The maximum solids concentration (29.6%) of the cake was observed at a polymer dose of 10.4 active lbs/ton. Polymer doses below 10 lbs/ton showed a significant decrease in floc size, solids capture, and cake solids concentration suggesting polymer under dosing. At polymer dose of above 15 active lbs/ton, cake solids remained in the greater than 20% range until overdosing occurred at 17.7 active lbs/ton.

The second polymer tested in the pilot was Praestol K111L with polymer doses ranging from 10 to 22 active lbs/ton. Cake solids concentration for K111L peaked at 38.2% with a polymer dose of 22.4 active lbs/ton. Cake solids concentration remained above 27% when dosed above 12 active lbs/ton. The data shows that C1084PWG can work more efficiently in the 10-13 active lbs/ton dosage range, but K111L clearly produces higher cake solids above 13 active lbs/ton. The data shows an average solids capture rate of 97.6% for all runs and as high as 99.9%. The average power consumption of the dewatering equipment was 10 kWh/dry ton.

### **6.3 Size of Solids Processing Units**

The proposed solids processing units need to have sufficient capacity to treat the volume of solids streams produced at the UWTP. Therefore, to determine the capacity of the solids processing units, we first estimated the volume of solids stream generated at the UWTP. We used two approaches, engineering calculation and data acquisition from plant's SCADA system, to estimate the volume of solids stream.

#### **6.3.1 Volume of Solids Stream - Based on Engineering Calculation**

To estimate the solids stream volume based on engineering calculation, we assumed a number of operational and design parameters including filtration rate, filter backwash volume, filter backwash duration, raw water suspended solids concentration, and alum dosage rate. The parameters are shown in Table 6-1.

**Table 6-1: Design and Operational Parameters Used to Develop Engineering Estimate for the Solids Stream Production at the UWTP**

Parameters	Values
<b>Filter Backwash</b>	
Design Flow	30 MGD
Filtration Rate	4.5 gpm/ft <sup>2</sup>
Filter Backwash Rate	15 gpm/ft <sup>2</sup>
Filter Backwash Time	9 minutes
<b>Sludge Production</b>	
Raw Water Turbidity <sup>2</sup>	10 NTU
Total Suspended Solids in Raw Water <sup>3</sup>	20 mg/L
Alum Dosage Rate <sup>2</sup>	16 mg/L
Suspended Solids Concentration in Sludge Blow Down	1%
Suspended Solids Concentration in Thickened Sludge	3%
NOTES:	
1. The value was obtained from plant's operational data and discussion with the operators	
2. Assumed TSS/NTU ratio of 2	

The calculated volumes of solids stream for the existing and expanded UWTP are shown in Table 6-2. The Table shows that the existing and expanded UWTP will generate approximately 273,000 and 409,000 gpd of solids stream, respectively.

**Table 6-2: Engineering Estimation for the Solids Stream Production at the UWTP**

	Current UWTP	Expanded UWTP
Design Capacity (MGD)	20	30
Filter Waste (gpd)	208,000	312,500
Clarifier Blowdown Sludge at 1% Solids Concentration (gpd)	48,300	72,500
Thickened Sludge at 3% Solids Concentration (gpd)	16,100	24,100
Total Waste Stream (gpd)	273,000	409,000

### 6.3.2 Volume of Solids Stream - Based on the Operational Data

In addition to performing engineering calculation, we also determined the capacity of the solids processing units based on the operational data that are recorded in plant's SCADA system. Our research indicates that the SCADA keeps a record of plant's filter waste data; however, it does not keep a record of clarifier blowdown data. We discussed with the operators to obtain the information on the clarifier blowdown volume generated from different treatment units of the UWTP. Our discussion with the operators revealed the fact that TUN 2 (Trident unit) does not have a conventional clarifier; it generates only one stream of waste, filter waste. The operators do not maintain a detailed log on clarifier blowdown volume. A rough estimate identified that approximately 100,000 gpd of clarifier blowdown sludge (80,000 gpd from TUN 1 and 20,000 gpd

from TUN 3) is generated during the summer months (June to September) when the plant's production rates are high. Our analysis indicates that this volume is excessive, particularly for a plant whose average raw water turbidity is approximately 10 NTU. We recommend that the UWTP operation be optimized so that both filter waste and clarifier blowdown volumes can be minimized.

Under the current operational protocol, clarifier blowdown sludge from TUN 3 and filter waste streams from all treatment units are sent to the lagoons. Clarifier blowdown from TUN 1 is discharged to a frac tank, and decant from the frac tank is hauled off periodically. A recycling pump is used to recycle approximately 575 gpm of decant from the lagoons to either TUN 1 or TUN 3. According to our plan, in addition to processing solids stream, the thickening units will also act as storage units to store excess solids stream temporarily. Therefore, we selected the thickening units that are large enough to store the excess volume of solids stream. To determine the storage capacity of thickening equipment, we subtracted the decant recycle rate from the solids stream generation rate. The estimation of storage capacity in the summer months of 2019 is shown in Table 6-3. Data of Table 6-3 shows that in 2019 summer months, the plant's production rate was well below its maximum capacity. We extrapolated the values to obtain the maximum storage capacity that could be required if the plant were run at 20 MGD and 30 MGD production rate. The values are shown in Table 6-3.

**Table 6-3: Sludge Production Using Operational Data of the UWTP**

	Actual WTP Production (MGD)	Storage Capacity Required for Actual Production (gpd) <sup>1,2</sup>	Storage Capacity Required at 20 MGD Production (gpd)	Storage Capacity Required at 30 MGD Production (gpd)
<b>June 2019</b>	11.0	339,166	617,845	926,767
<b>July 2019</b>	10.4	343,154	660,292	990,439
<b>August 2019</b>	13.6	383,692	563,631	845,447
<b>September 2019</b>	12.6	388,565	616,525	924,788
NOTES:				
1. Considered the clarifiers of treatment units no. 1 and 3 generate 100,000 gpd of sludge blowdown				
2. Considered 575 gpm of decant is recycled				

### 6.3.3 Basis of Design

Table 6-2 and Table 6-3 show that a significant difference exists between engineering calculation



and operational data. According to the engineering calculation, approximately 409,000 gpd of total solids stream will be generated at the expanded UWTP. However, Table 6-3, which includes estimation based on operational data of a portion of the solids streams that are generated from the plant, shows that approximately 990,000 gpd of storage capacity will be required for the expanded UWTP. Engineering calculation and estimation using operational data are two completely different approaches to determine the solids stream volume. Therefore, it is very difficult to identify the exact reasons of such a huge difference in the values. Key reasons for the difference could be as follows:

- In engineering calculation, we assumed the values of a number of key parameters; these assumptions include raw water turbidity, filtration rate, filter backwash rate, suspended solids and turbidity ratio, filter backwash duration, etc. A change in any of these parameters may affect the engineering calculation for the solids stream production value.
- Due to the absence of an effective solids handling system at the UWTP, the sludge production and handling is not optimized, which may be responsible to generate excessive volume of sludge. We anticipate that the sludge volume will be reduced after developing an effective sludge management system at the plant.
- The operators estimated the clarifier blowdown volume based on their memory and experience. Therefore, the clarifier blowdown volume that was used in the estimation of storage volume based on operational data may not be accurate.

Neither engineering calculation nor partial operational data of the UWTP provides an accurate picture of field activities. Therefore, it is difficult to determine which values (engineering calculation or operational data) should be used to select the size of the solids processing units (gravity thickener and dewatering press). We identified that the operational data of the UWTP at least keeps records of partial field activities (such as, filter waste generation); however, engineering calculation is completely based on assumptions and experience. Therefore, we interpreted that the values obtained using operational data is closer to the real-world activities compared to the engineering calculation.

Our analysis indicates that the UWTP is currently producing an excessive volume of sludge. The

current operation of the plant may not be optimized, which could be one of the primary reasons for the generation of such a high volume of sludge. Limitation on the capacity of the existing lagoons may be responsible for the imbalance of the plant operation. We anticipate that the installation of an effective solids management system will help optimize the plant's operation, which will ultimately help reduce the generation of sludge volume. Therefore, we recommend implementing the project in two phases. We considered a conservative approach, and decided to select the size of the solids processing units for the first phase of the project based on the values obtained from the estimation using operational data rather than engineering calculation. As a consequence, the first phase of the project will install thickening and dewatering equipment that will be large enough to handle the sludge generated from the existing plant. After the implementation of the first phase, the PUA needs to optimize the plant's operation to reduce the volume of the sludge produced from the plant. Plant optimization may include adjusting polymer dosage, updating SCADA system for clarifier blowdown and filter backwash activities, increasing recycle pump's capacity, etc. After optimizing plant's operation, the second phase of the project needs to be implemented. The site layout of the conceptual design allocates enough space to install additional thickening and dewatering equipment for the second phase, if required.

#### **6.3.4 Size of Gravity Thickener**

Table 6-3 shows that the existing and expanded UWTP will require thickening units that possess approximately 660,000 gallons and 990,000 gpd of storage capacity, respectively. We recommend to install four water savers (gravity thickeners) manufactured by PB Equipment to thicken the solids stream generated from the UWTP. Internal diameter and height of each thickener will be 44-feet and 20-feet, respectively. Each thickener will be cylindrical in shape on the top, and conical at the bottom. The volume of each thickener will be approximately 250,000 gallons. Appendix D includes details of the water saver (gravity thickener). To match the existing hydraulic profile of the plant, top water elevation of the gravity thickeners needs to be at 871 ft. Appendix E shows a hydraulic profile of the existing system.

Each gravity thickener will consist of an access bridge extending from one wall of the basin to an eight foot square access platform. Sets of stairs going from a concrete slab located at ground level to the top of the water saver access bridge. Stairs will be constructed from hot dip galvanized

steel with two rail aluminum handrail.

Each gravity thickener will be equipped with main gear drive, a motor driven primary gear reducer with over torque indicator switches, a drive cage, truss scraper arms with flights and squeegees, sludge hopper agitator, and decant panel. The drive of each gravity thickener will be controlled by a control panel, housed in a NEMA 4X 304 stainless steel enclosure. Control panels will be provided with phase failure relay and 120 VAC control voltage transformer.

### **6.3.5 Size of Volute Dewatering Press**

The size of a VDP depends on the quantity and quality of the solids stream that is fed to the VDP. Several uncertainties of the UWTP make the selection of a VDP difficult. It is still unknown which treatment unit will be installed for plant's expansion. Additionally, solids concentration in the plant's sludge may vary in the future, which may ultimately generate inconsistent solids concentration in VDP's feed.

The proposed VDP needs to have sufficient capacity to process the sludge produced at the plant. To determine the capacity of the proposed VDP, we estimated sludge production rate at the plant. The values are plotted in Table 6-4. These values were obtained based on the discussion with the operators. The result shows that under the current condition (10 MGD production rate), the UWTP produces approximately 33,000 gallons of sludge per day. At this sludge production rate, the UWTP requires dewatering equipment that has the capacity of treating a feed flow rate of approximately 100 gpm (considering the fact that the equipment will be running 8 hours a day and 5 days a week). In the first phase of the project, we recommend installing a VDP model ES-354 manufactured by PWTech. This is a four-drum unit; each drum has a capacity of treating 25 gpm of 3% solids. Appendix D includes details of the volute dewatering press.

As mentioned earlier, our analysis indicates that the plant is currently producing an excessive volume of sludge; that is why we recommended optimizing plant's operation after installing an effective solids management system at the plant. We expect that the volume of solids stream will be reduced after optimizing the plant's operation. In the future, when the UWTP will be expanded to 30 MGD production rate, the sludge production may also be increased. We recommend increasing the capacity of the VDP concurrently with future plant expansion. The site

layout of the proposed improvements (Appendix A) shows that that plant has enough space to install additional VDPs if required.

**Table 6-4: Volute Dewatering Press Capacity based on Operational Data**

	Estimated Values for Actual Plant Production (10 MGD)	Estimated Values for Existing Plant's Capacity (20 MGD)	Estimated Values for Expanded Plant's Capacity (30 MGD)
<b>Sludge Production at 1% Solids (gpd)</b>	100,000 <sup>1</sup>	200,000	300,000
<b>Thickened Sludge at 3% Solids (gpd)</b>	33,333	67,000	100,000
<b>Required Capacity for Volute Dewatering Press (gpm)</b>	100	195	292
<b>NOTES</b> 1. This value was obtained based on discussion with the operators. Engineering analysis indicates that the values will be lowered after optimizing the plant's operation			

#### 6.4 Implementation of Solids Management Improvements at UWTP

We recommend to implement the solids management system at the UWTP in two phases:

Phase I: In this phase, install a permanent sludge management system that is capable of processing the sludge produced by the existing UWTP (20 MGD plant). To implement this strategy, we recommend completing the following tasks:

- Replace the existing lagoons with three gravity thickeners.
- Install two positive displacement pumps (one duty and one standby) to feed the thickened sludge from the bottom of the gravity thickeners to the dewatering unit.
- Install a VDP, model ES-354 manufactured by PWTech at the location shown on Appendix A.
- Install piping and other accessories to run both the thickening and dewatering units.
- Optimize the plant's operation to reduce the volume of solids stream that is produced from different treatment units of the plant.

Phase II: During plant's expansion, we recommend to conduct the following tasks to process the solids stream generated by the expanded UWTP. After plant's optimization, some of the

following components may not be required. An engineering analysis needs to be performed before implementing the second phase of the project:

- Install one more gravity thickener, if required.
- Install one more VDP, model ES-354 manufactured by PWTech.
- Install one more positive displacement pump.
- Install piping and accessories.

## 7.0 COST ANALYSIS

The 20-year life cycle costs analyses completed for this project take into account the cost of construction, the annual cost of operating and maintain the new system, and the savings associated with reduced hauling volume. A few assumptions were made which are outlined in Table 7-1. Although a 20-year period was analyzed, we anticipate that the dewatering equipment and pumping system will have a life span of about 30 years with drum replacement at 15 years.

**Table 7-1: Solids Processing Units Assumptions**

	Assumed Value
<b>Solids Concentration at UWTP's Waste Stream</b>	1%
<b>Solids Concentration in the VDP Feed</b>	3%
<b>Cake Sludge Thickness</b>	29.6%
<b>Polymer Dose</b>	10.4 active pounds per dry ton of solids
<b>Polymer Cost</b>	\$1.51 per pound
<b>Parts Replacement and Operations cost<sup>1</sup></b>	\$20,000 per year
NOTE:	
1. The cost does not include any major equipment or parts replacement including VDP, drums, thickeners, and pumps. Cost of these components were considered in life-cycle analysis	

In addition to assumptions, the equipment manufacturer provided a budgetary estimate, which was used to develop the construction cost. These values are preliminary estimates. The equipment cost includes gravity thickeners, dewatering equipment, and feed pumps. As mentioned earlier, the project will be completed in two phases. Solids processing units installed in phase I will be able to handle the waste stream generated by the existing UWTP (20 MGD production capacity), solids processing equipment installed in phase II will be able to handle the solids stream generated by the expanded UWTP (30 MGD production capacity). Engineering, equipment, and installation costs

of phase I and II are summarized in 7-2.

**Table 7-2: Construction Cost Summary for Solids Processing Units**

Cost Items	Phase I Estimate	Phase II Estimate	Total
<b>Equipment Cost<sup>1,2,3</sup></b>	\$ 1,537,500	\$ 937,500	\$ 2,475,000
<b>Excavation</b>	\$ 1,470,000	\$ 490,000	\$ 1,960,000
<b>Electrical, I&amp;C, Mechanical, Civil, Mob, Demob, Contractor's OH&amp;P</b>	\$ 2,481,563	\$450,625	\$ 2,932,188
<b>Contingency (30%)</b>	\$ 1,646,719	\$ 563,438	\$ 2,210,156
<b>Equipment Installation and Construction</b>	\$ 7,135,781	\$ 2,441,563	\$ 9,577,344
<b>Engineering Fee</b>	\$ 713,578	\$50,000	\$763,578
NOTES: 1. Considered one ES-354 VDP Unit will be required for the plant under current (10 MGD) and design production rate (20 MGD), and one additional (two in total) ES-354 Unit will be required for expanded plant's production rate (30 MGD). 2. Considered three gravity thickeners will be required for current (10 MGD) and design production rate (20 MGD) and one additional (total four) gravity thickeners will be required for expanded plant's production rate (30 MGD). 3. Considered two feed pumps will be required for the plant under current (10 MGD) and design production rate (20 MGD), and one additional (three in total) pumps will be required for expanded plant's production rate (30 MGD).			

We also developed operational cost for the solids management system of the UWTP. A summary of the operational cost is shown in Table 7-3. Appendix F includes details of the preliminary cost estimate.

**Table 7-3: Operational Cost Summary of Solids Management System at UWTP**

Operational Cost	Existing Plant's Design Capacity	Expanded Plant's Design Capacity
<b>Annual Polymer Cost</b>	\$ 20,249	\$ 30,681
<b>Annual Energy Cost</b>	\$ 413	\$ 629
<b>Sludge Haul Away Cost<sup>1</sup></b>	\$486,965	\$730448
NOTES: 1. Considered the sludge haul away cost for 20 MGD and 30 MGD plant's production rate. The cost will be less if the plant's production capacity is diminished		

Based on the information provided in Table 7-3, the break-even period for the proposed project will be 15 years. The project will generate a 20-year life cycle savings of approximately \$4.6 million. Cost savings is not the only factor to make decision on implementing this project. Engineering analysis indicates that the PUA must implement an effective solids management strategy prior to expanding plant's capacity. The existing solids management system is not capable

of handling the sludge volume that will be generated by the expanded UWTP with 30 MGD production rate. Therefore, we recommend implementing the first phase of the solids management improvements immediately, and applying the second phase of the improvements concurrently with future plant expansion.

## **8.0 REGULATORY REQUIREMENTS**

### **8.1 Jurisdictions**

The Project consists of the installation of gravity thickeners, sludge pumping equipment, volute dewatering press, piping and accessories. The proposed Project is governed at the State level under Title 30 of the Texas Administrative Code (TAC) §290. The Project is located within the City of Bee Cave's full purpose jurisdiction and the extraterritorial jurisdiction. A site development permit amendment approval will be required from the City of Bee Cave prior to beginning construction of the dewatering system, sludge pumping equipment, and transmission pipe.

The site plan process will require an environmental assessment as part of the submittal package and City staff will review the proposed mitigation for affects to and sensitive environmental features. Following staff approval, the site plan will go before the Planning and Zoning Commission, which will make a recommendation to the City Council regarding the application.

### **8.2 Drainage, Erosion and Sedimentation Control**

Silt fence will be constructed to temporarily divert and slow overland flow to allow for sedimentation of construction-related soil movement during rain events. Upon completion the construction of the project, the area will be seeded. Temporary erosion and sedimentation control measures will remain in place until grass is well established.

### **8.3 Water Quality**

Approximately 870 square feet of impervious cover is proposed with this Project. The Project will incorporate necessary and appropriate water quality BMPs for temporary erosion and sedimentation control during construction as described above and the appropriate permanent re-vegetation. A project-specific draft Stormwater Pollution Prevention Plan (SWPPP) demonstrating the standards may be provided with the bidding documents.

#### **8.4 Flood Plain Modification**

No floodplain modifications are proposed for this Project.

#### **8.5 Critical Environmental Features**

Potential wetland information was researched in the area. No wetland areas were identified on the National Wetlands Inventory map (USFWS, 2016) in the project vicinity. An environmental site assessment of the waterline alignment may be required by jurisdictional authorities during the plan review process. Additionally, conservation maps were researched within the project vicinity at [http://maps.tnc.org/web\\_maps.html](http://maps.tnc.org/web_maps.html) and no portion of this project will affect properties owned by The Nature Conservancy.

#### **8.6 Technical Design Criteria**

Pursuant to TAC §290, the design must conform to the minimum design, construction, operation, and testing standards and sealed engineering plans and specifications must be reviewed by TCEQ staff showing adequacy of minimum design capacities and satisfaction of all State criteria.

#### **8.7 Geotechnical Information**

A geotechnical investigation needs to be performed for this Project at the discretion of the WTCPUA staff and design engineer. For this type of project, the cost and potential liability of the investigation should be compared to the value gained from a geotechnical investigation.

As noted above, the Project will be constructed within developed areas where prior disturbance including agriculture, grading, and utility activities have altered the native soils. It is assumed these soils are a mixture of site soils described above and having a low to moderate plasticity index and an abundance of stones and boulders.

#### **8.8 Spoils Disposal**

No permanent spoil disposal sites are proposed for this Project.

#### **8.9 Cut and Fill**

The project needs to excavate approximately 9,800 cubic yard of soil to install gravity thickeners.





9.0 PROPOSED SCHEDULE

The following schedule was developed to implement the first phase of the project.

	2020			2021												2022							
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Design																							
Advertisement and Award																							
Construction																							
Start-up and Closing																							

## **10.0 RECOMMENDATIONS AND CONCLUSION**

The solids management system improvements at the UWTP represents a significant savings for the PUA over 20-years, and likely much further into the future. MEC recommends that the PUA implements the solids management improvements in two phases; the first phase should be implemented immediately, and the second phase will be implemented concurrently with future plant expansion. The first phase of the improvements will replace existing lagoons with three gravity thickeners, and install an ES-354 VDP at the facility. After implementing the recommended improvements in the first phase, the PUA needs to optimize the current operational protocol to help reduce the volume of sludge generation at the plant. The second phase will install the fourth gravity thickener at the plant. Improvements in the second phase will also include installation of an additional VDP, if required.