

## **VI. NEW BUSINESS**

## ITEM A



## Murfee Engineering Company

February 8<sup>th</sup>, 2022

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 Wastewater Sludge Dewatering Equipment  
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 February 8, 2022, 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>
Process Water Technologies, LLC	\$739,000.00

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 Process Water Technologies, LLC., Inc. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads 'Andrea Wyatt'. The signature is fluid and cursive, with the first name 'Andrea' and last name 'Wyatt' clearly visible.

Andrea Wyatt, P.E.

Attachments: Bid Tabulation  
Affidavit of Publication

CC: Jennifer Reichers – WTCPUA  
Jason Baze, P.E. – MEC  
MEC File No. 11051.137

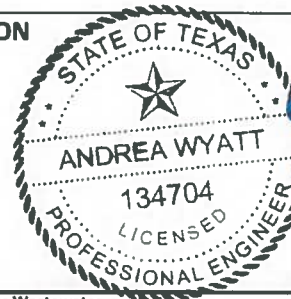
**Owner:** West Travis County Public Utility Agency  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738

**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:** Wastewater Sludge Dewatering Equipment  
**Project Manager:** Andrea Wyatt, P.E.  
**Project Number:** 11051.137

**Bid Opening**  
**Date:** 2/8/2022  
**Time** 2:00 p.m.  
**Location:** Murfee Engineering Company



				Process Wastewater Technologies 9004 Yellow Brick Road, Suite D Rosedale, MD 21237					
Item No.	Quantity	Units	Description	Unit Price	Total Price				
W-1	1	LS	Procure and deliver a sludge dewatering press, polymer dosing system, control panel, and structural platform meeting the requirements of specifications section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment	\$ 645,000.00	\$ 645,000.00				
W-2	1	LS	Procure and deliver a sludge pump meeting the requirements of specification section 11351, including a promissory note for the manufacturer's operator training to Procure and deliver a sludge pump meeting the requirements of specification section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment.	\$ 42,000.00	\$ 42,000.00				
W-3	1	LS	Procure and deliver a sludge conveyor meeting the requirements of specification section 11351, including a promissory note for the manufacturer's operator training to be complete upon installation of the equipment.	\$ 52,000.00	\$ 52,000.00				
Total Amount Base Bid					\$ 739,000.00				

# Austin American-Statesman

statesman.com

## PROOF OF PUBLICATION STATE OF TEXAS

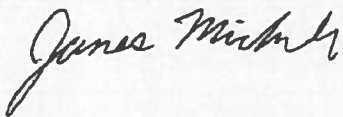
## PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, 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 published in issue dated 01/13/2022, last published in issue dated 01/20/2022, 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:	0000679654
Ad Cost:	\$1,407.22
Paid:	\$0.00
Balance Due:	\$1,407.22

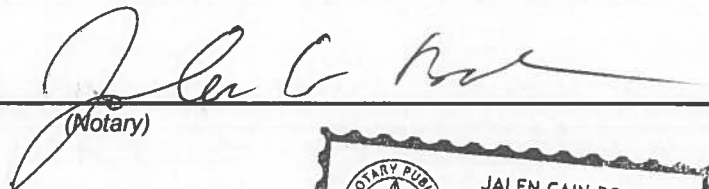
Signed



(Legal Advertising Agent)

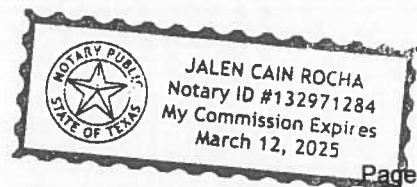
Sworn or affirmed to, and subscribed before me, this 21st day of January, 2022 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed



(Notary)

Please see Ad on following page(s).



Invoice/Order Number:	0000679654
Ad Cost:	\$1,407.22
Paid:	\$0.00
Balance Due:	\$1,407.22

**Bidding Requirements, Contract For ms  
& Conditions of the Contract  
Invitation for Bids – Section 00020**

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 WASTEWATER SOLIDS DEWATERING EQUIPMENT 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 February 3rd, 2022, then publicly opened and read aloud. The project includes procurement of sludge dewatering equipment and delivery to site for installation by the OWNER.

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 hard copy set of bid documents; electronic bid documents can be obtained with no fee.

Bid documents may be viewed at the offices of Murfee Engineering by contacting Andrea Wyatt, P.E. at 512-327-9204 or at [awyatt@murfee.com](mailto:awyatt@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 150 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 January 28th, 2022, via web conference. Contact the Engineer for meeting details

1-13, 1-20/22  
0000679654-01

## **ITEM C**



## Murfee Engineering Company

March 7<sup>th</sup>, 2022

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 Upland Water Treatment Plant Expansion Project  
Request for Adjustment to Project Budget  
MEC File: 11051.165**

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 \$55,890, which will be not exceeded for all efforts required to complete the Subsurface Utility Survey for the Upland Water Treatment Plant (WTP) Expansion Project.

The original scope of work for the Upland WWTP Expansion project includes:

- Complete the design.
- Develop bidding documents.
- Obtain TCEQ approval.
- Obtain bids for constructing a 5 million gallon per day (MGD) expansion of the Uplands Water Treatment Plant located at 12215 Bee Cave Road.

This expansion will be designed to fit within the current site limits of the existing property. The expansion will consist of:

- Skidded, in-vessel ultrafilters with the required support systems (i.e., pre-filters, booster pumps, clean-in-place system, blowers, and compressed air)
- Redundant treatment train
- Chlorine contact volume and treated water storage in a below-ground clearwell
- A building that will enclose the entire treatment process, provide storage for spare parts, clean-in-place chemicals, transfer pumps, and any other equipment that operators require for the system, and will include separate rooms for electrical equipment, blowers, and hazardous chemical storage, as needed.

The design will include provisions for a future 8 MGD expansion. These include sufficient building space, a large enough electrical service, and appropriately sized rooms for electrical equipment, blowers, and chemical storage.



This proposal includes additional costs for the Subsurface Utility Survey to identify existing and abandoned underground utility lines. As the treatment plant was constructed over the course of several projects and under the supervision of the previous owner, the necessary information regarding the plant's underground utility lines is lacking. Previous projects in the portion of the site have experienced significant issues with conflicts due to yard piping not shown on any record drawings. MEC recommends surveying the proposed improvement site to pinpoint the subsurface utilities' exact horizontal and vertical locations to avoid conflict when deciding where to place the proposed underground design features and that contractors can plan accordingly. Executing an underground utility survey will reduce the risk of extra planning time, improve the contractors' certainty during the bidding effort, and reduce the number of change orders during construction.

Table 1 provides a summary of the changes.

Table 1: Cost Summary

Description	Date	Amount
Construction Plan Development, Electrical and Structural Design, Geotechnical Investigation, TCEQ Plan submittal and CT Study Update, and Construction Material Testing	October 2021	\$811,910
Proposed amendment for additional effort	February 2022	\$55,890

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,



Andrea Wyatt P.E.

CC: Jennifer Riechers, General Manger – WTCPUA

## **ITEM D**

## An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.  
1101 Capital of Texas Hwy. South, Building D  
Austin, Texas, 78746  
(512) 327-9204  
Federal Tax ID #74-2742570  
Date: February 17, 2021

Client: West Travis County PUA  
13215 Bee Cave Parkway  
Building B, Suite 110  
Bee Cave, Texas 78738  
jriechers@wtcpua.org  
Project No.: 11051.\_\_\_\_

**Project Name/Location:** 1240 Elevated Storage Tank Design, Approval & Construction Administration

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to prepare Project Plans and Specifications, assist the Client in securing the required approvals for construction, and to administrate the construction contract for the 1240HGL Elevated Storage Tank Project through final completion and acceptance.

Task Detail: Task 1 – Prepare site plan in accordance with City of Dripping Springs ordinances, submit to CoDS and Hays County, respond to staff comments, and secure approvals of P&Z and City Council.

Task 2 – Prepare design plans, which task shall include surveying, geotechnical investigation, electrical engineering, *etc.*, as necessary to provide a complete set of plans and specifications and secure approval of TCEQ for construction.

Task 3 – Administrate the construction contract, which task shall include administration of the bidding phase, review of submittals, construction observation (including structural & electrical), geotech, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary, including engineer's certifications upon completion.

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

Preparation & Approval of Site Plan	\$ 88,690
Preparation of Design Plans & Specifications	\$202,980
Construction Administration	\$187,920

The estimated fees include design surveying, geotechnical testing prior to and during construction, and electrical and structural design and inspection services. The estimated fees do not include review fees or direct reimbursable expenses. Additional Services fees must have WTCPUA approval prior to expenditure. Additional services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount listed above without approval by the WTCPUA.

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

Offered by:  
MURFEE ENGINEERING CO., INC.

Accepted by:  
West Travis County Public Utility Agency



George Murfee, P.E., President (Date)

Scott Roberts, Pres. WTCPUA (Date)

MANPOWER & BUDGET ESTIMATE

Client:		WTCPUA														
Project:		1240 EST Design, Permitting & Construction Administration														
Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
	Hourly Rate	\$300	\$250	\$200	\$175	\$145	\$160	\$80	\$115	\$95	\$165	\$110	\$95	\$85		
1. Preparation and Approval of Site Plan		24	24	24	40	60	60	20	80	80	120	20	40	14	606	\$ 88,690.00
2. Preparation of Design Plans & Specifications		24	80	80	140	200	40	40	200	200	160	120	80	88	1452	\$ 202,980.00
3. Construction Administration		32	24	24	80	100	36	1152	120	160	40		40	20	1828	\$ 187,920.00
Hours		80	128	128	260	360	136	1212	400	440	320	140	160	122		
Labor Cost		\$24,000	\$32,000	\$25,600	\$45,500	\$52,200	\$21,760	\$96,960	\$46,000	\$41,800	\$52,800	\$15,400	\$15,200	\$10,370	TOTAL	\$ 479,590.00

Notes:

## **ITEM E**

**AMENDMENT NO. 2 TO CONTRACT FOR BILLING AND DISCONNECTION OF  
RETAIL WATER SERVICES**

This Amendment No. 2 to Contract for Billing and Disconnection of Retail Water Services (this “Amendment”) is entered into effective as of \_\_\_\_\_, \_\_\_\_\_, 2022 (the “Effective Date”), between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (the “PUA”), a public utility agency formed by the City of Bee Cave, Hays County, and Lake Pointe Municipal Utility District, and HAYS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5 (the “District”), a political subdivision of the State of Texas, operating under Chapters 49 and 54 of the Texas Water Code. The PUA and the District are sometimes referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

**RECITALS:**

The Parties previously entered into a Contract for Billing and Disconnection of Retail Water Services dated effective May 1, 2012 and an amendment dated effective April 17, 2017 (collectively, the “Contract”), pursuant to which the PUA agreed to (i) provide the District with certain PUA billing information on its retail water customers within the boundaries of the District for the District’s use in billing its wastewater customers; and (ii) disconnect retail water services to any customer of the District who has not paid that same customer’s retail wastewater service charges to the District or complied with the District’s wastewater connection requirements for service within the boundaries of the District. The term of the Contract is currently scheduled to expire on April 30, 2022, and the Parties now desire to extend the term of the Contract, as provided in this Amendment.

Therefore, for good and valuable consideration, the Parties agree as follows:

1. Section 3.1 – Term of Agreement. The term of the Contract, as set forth in Section 3.1 of the Contract, is hereby extended for a period of one calendar year. As so extended, the term of the Contract is scheduled to expire at midnight on April 30, 2023. Additionally, the Contract will automatically renew for up to four additional one-year terms unless either Party provides the other Party with written notice of termination at least 60 days in advance of the applicable termination date.

2. Miscellaneous. Except as expressly modified by the terms of this Amendment, the Contract will remain in full force and effect and is hereby ratified and confirmed by the Parties in all respects. In the event of any conflict between the terms and provisions of this Amendment and the Contract, the terms and provisions of this Amendment will govern and control. This Amendment will be binding upon the Parties and their respective successors and assigns. This Amendment and the Contract embody the entire agreement and understanding between the Parties with respect to the subject matter discussed herein and supersede all prior agreements, consents and understandings relating to such matters. This Amendment may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of all Parties be contained in any one counterpart of this Amendment. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Amendment may be combined to form multiple fully executed counterparts; and (ii) a facsimile or electronically transmitted signature will be deemed to be an original signature for all purposes. All executed counterparts of this Amendment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

This Amendment is executed by the Parties to be effective as of the Effective Date.

**PUA:**

WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY

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

ATTEST:

By: \_\_\_\_\_  
Walt Smith  
Secretary

**DISTRICT:**

HAYS COUNTY MUNICIPAL UTILITY DISTRICT  
NO. 5

By: \_\_\_\_\_  
Michael Schoenfeld  
President, Board of Directors



## **ITEM F**



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## Authorization for Professional Services

**Project Name:** Emergency Preparedness Implementation – Emergency Power Generation Installation  
**Project Number:**  
**Client:** West Travis County Public Utility Agency  
**Contact:** Jennifer Riechers, General Manager  
**Address:** 13215 Bee Cave Parkway, Bldg. B, Ste. 110, Bee Cave, Texas 78738  
**Phone:** (512) 263-0100  
**Email:** jriechers@wtcpua.org

**Client hereby requests and authorizes Malone/Wheeler, Inc. to perform the following services:**

**Scope of Services:** Emergency Preparedness Implementation – Project W1 Emergency Generators  
Malone/Wheeler proposes to provide engineering services as necessary to prepare construction documents, oversee procurement via public bid in accordance with Texas Water Code (TWC) requirements, and provide construction administration through closeout.

**Engineering Design** – Malone/Wheeler will prepare construction documents including plans and a complete project manual for the installation of emergency generator facilities at the County Line Pump Station according to guidance provided by operations staff. Projects will be coordinated with existing and proposed CIP facilities to ensure compatibility and efficiency in execution.

**Procurement through Award** – Assist the CLIENT in advertising, bidding, and award of the project in accordance with applicable provisions of the Texas Water Code (TWC) and Local Government Codes in order to protect reimbursement entitlements/obligations. Services shall include: coordination of publication of advertisement in accordance with TWC, response to plan holder RFIs, issuance of addenda if required, review of bids and contractor qualifications, presentation of a recommendation of award to the CLIENT, and issuance of a Notice of Award pursuant to the contract documents.

**Construction Administration** – Provide the CLIENT with representation during construction as well as oversight, management, and observation of the construction project to ensure compliance with the contract documents and design. Services shall include: submittal review, comment, and approval; RFI analysis and response; contractor correspondence and coordination; project schedule tracking; on-site observations and documentation; pay application review and processing; change order review, negotiation, and processing (if necessary); maintenance of project documentation; start-up and testing observations; issuance of a letter of concurrence; recommendations to the WTCPUA on facility acceptance; contract close-out; and warranty inspection.

**Compensation:** This project will be billed on a basis of Time & Materials with an estimated fee of \$41,600 (Forty One Thousand Six Hundred Dollars). The budgets are based on the wage rates for Malone/Wheeler, Inc. found in the updated Billing Rate Schedule, Exhibit B.

If additional services are requested and authorized by CLIENT, Malone/Wheeler, Inc. will obtain approval for the additional services prior to beginning work.

If Malone/Wheeler, Inc. becomes aware that the budget is going to be exceeded, Malone/Wheeler will notify the CLIENT prior to exceeding the budget.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative costs, unless otherwise specified. Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs.




## AUTHORIZATION

**Terms & Conditions:** Services covered by this authorization shall be performed in accordance with the *Engineering Services Agreement Between West Travis County Public Utility Agency and Malone/Wheeler, Inc.*, dated October 21<sup>st</sup>, 2021.

### Approved by CLIENT

Authorized  
Signatory: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### Approved for Malone/Wheeler, Inc.

By:  \_\_\_\_\_  
Printed Name: Dennis Lozano  
Title: Vice President  
Date: 2.10.22



**EXHIBIT B**  
**STANDARD RATE SCHEDULE**

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Project Principal	\$275
Senior Project Manager	\$235
Project Manager	\$195
Assistant Project Manager	\$175
Senior Project Engineer	\$185
Project Engineer	\$155
Senior Designer	\$155
Senior CAD Design Technician	\$130
CAD Design Technician	\$120
Drafter 3	\$110
Drafter 2	\$105
Drafter 1	\$95
EIT 3 / Graduate Engineer 3	\$135
EIT 2 / Graduate Engineer 2	\$125
EIT 1 / Graduate Engineer 1	\$105
Project Administration Manager	\$120
Project Administrator	\$80

Reimbursables Expenses

Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

Sub-Consultant Services / Outside Services

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative and processing costs, unless otherwise specified.

Note: Rates subject to change January 1<sup>st</sup> of each year.



## **ITEM H**



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

March 17, 2022

Ms. Ginger Faught, Deputy City Administrator  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, TX 78620

Re: Service Availability  
Cannon East (Project)  
WTCPUA Project # TBD  
(Located outside of WTCPUA Certificate of Convenience and Necessity No. 13207)

Ms. Faught:

The West Travis County Public Utility Agency (WTCPUA), as the wholesale water utility service provider for the referenced application, has completed its review of a requested service by application dated October 27, 2021 by the City of Dripping Springs ("Owner") and Pulte Group ("Applicant"). This Property is subject to the *Wholesale Water Services Agreement Between Lower Colorado River Authority and City of Dripping Springs* ("Service Agreement") dated March 11, 2003, as assigned. In accordance with West Travis County Public Utility Agency Water and Sewer Service and Development Policies, the WTCPUA will provide a total Level of Service allocation of **317 LUEs**, effective upon the Owner and Applicant complying with the Service Extension Request (SER) Conditions for the Project set forth below:

### **SER CONDITIONS**

1. The Owner and Applicant are subject to the terms and conditions of *West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Service*, known as the WTCPUA Rate Tariff, as amended from time to time by the Board of Directors of the West Travis County Public Utility Agency;
2. Wholesale water service is subject to the Owner filing an application to the appropriate and competent jurisdiction and obtain approval to add to its current *Certificate of Convenience and Necessity* all the Property as described herein for the Exclusive Right to provide potable water service to the Property;
3. Wholesale water service is subject to the Owner entering into a *Wholesale Water Service Agreement* with the WTCPUA enumerating, specifying, documenting and clarifying certain elements of the Agreement

March 17, 2022

including, but not limited to, wholesale rates, Point of Delivery, extensions of service, etc.— alternately, the WTCPUA would provide retail service should the City elect not to;

4. The Owner and/or Applicant completes the review process of technical plans associated with necessary modifications to the existing WTCPUA infrastructure due to the Project and new facilities necessary to facilitate the delivery of wholesale water service to the Owner;
5. The Owner and/or Applicant or the WTCPUA constructs, at Applicant's sole cost and expense, all water service extensions of facilities necessary to facilitate wholesale service to the Property, including but not limited to:
  - a. A minimum 16" water line for interim service from the 1420 pressure plane infrastructure at US290, in the vicinity of or directly from the WTCPUA 1420 Elevated Storage Tank;
6. The WTCPUA inspects and accepts such facilities and Owner and/or Applicant conveys such facilities to the WTCPUA;
7. Owner and/or Applicant shall coordinate with the WTCPUA for identification and dedication of an elevated storage tank (EST) site, the location of which shall be mutually agreed to, for construction of a WTCPUA 1340 EST that may be a part of the WTCPUA CIP.
8. The Applicant, at its sole cost and expense, grants to the WTCPUA all exclusive-use easements necessary for the WTCPUA to own and operate the facilities in a form and manner acceptable to the WTCPUA;
9. Service shall be contingent on the WTCPUA 1340 facility improvements, including the Fitzhugh Road Water Line and 1340 Elevated Storage Tank.
10. 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.
11. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
12. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
13. The Applicant 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:
  - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
  - TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
  - U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

Ms. Ginger Faught

Page 3

March 17, 2022

14. The Owner and/or Applicant pays all applicable fees and charges associated with the extension of service; and,
15. The Owner and/or Applicant follows and complies with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.

Please be advised that conditions may change over time and the WTCPUA will not reserve or commit water capacity to the Property until all conditions listed above are met. Also, please be advised that the WTCPUA will not provide direct fire flow service to the Property, and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

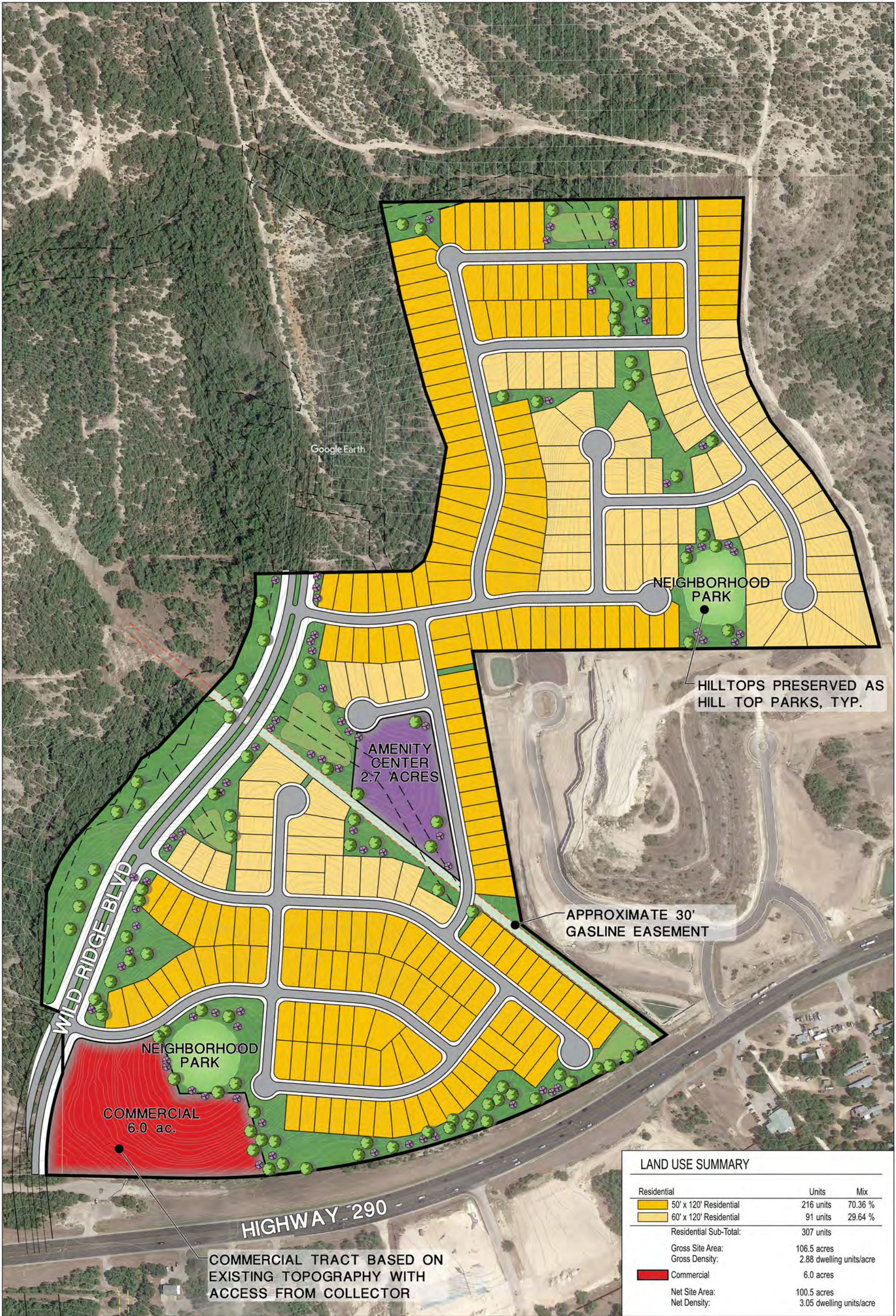
If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

Jennifer Riechers  
General Manager

CC: Tricia Altamirano  
Jennifer Smith  
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.  
George Murfee, Murfee Engineering Company, Inc.





LAND USE SUMMARY

Residential	Units	Mix
50' x 120' Residential	216 units	70.36 %
60' x 120' Residential	91 units	29.64 %
Residential Sub-Total:	307 units	
Gross Site Area:	106.5 acres	
Gross Density:	2.88 dwelling units/acre	
Commercial	6.0 acres	
Net Site Area:	100.5 acres	
Net Density:	3.05 dwelling units/acre	



0 150' 300' 600'

Scale: 1" = 300'

Date: October 18, 2021

SHEET FILE: V:\200126-PUTX\Cadfiles\PLANNING\Lotting\Lotting G.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



## **ITEM I**

**AMENDMENT TO 2016 SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

Effective April 1, 2022 (the “Effective Date”), this Amendment to 2016 Settlement Agreement and Release of all Claims (“Amendment”) is entered into by and between West Travis County Public Utility Agency (“WTCPUA”) and FH Texas Management Company, LLC (“FHTMC”). WTCPUA and FHTMC are hereafter each a “Party” and are collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, WTCPUA is the assignee and successor-in-interest to the Lower Colorado River Authority (the “LCRA”) under the Raw Water and Effluent Agreement, dated June 7, 2002, between the LCRA and Spillman Development Group, Ltd. (“SDG”) (the “Effluent Agreement”);

WHEREAS, FHTMC is the successor-in-interest to Spillman Development Group, Ltd., Fire Phoenix, LLC, and Austin Falconhead, LP;

WHEREAS, the Effluent Agreement was amended on May 28, 2010 by the “Compromise Settlement Agreement and Release of Claims” between the LCRA and SDG;

WHEREAS, the Effluent Agreement was again amended on October 1, 2016 by the “Settlement Agreement and Release of All Claims” between WTCPUA and Austin Falconhead, LP, successor-in-interest to SDG, and Fire Phoenix, LLC, limited partner of Austin Falconhead (the “2016 Settlement Agreement”);

WHEREAS, without limitation, the Effluent Agreement contains a number of provisions governing the duties and obligations of WTCPUA and FHTMC regarding the circumstances and conditions under which WTCPUA must provide and FHTMC must accept and apply Effluent (as defined by the Effluent Agreement);

WHEREAS, without limitation, the Effluent Agreement contains a number of provisions relating to invoicing and billing by WTCPUA and payment by FHTMC for Irrigation Water (as defined by the Effluent Agreement);

WHEREAS, without limitation, the Effluent Agreement contains a number of provisions relating to the duties and obligations of WTCPUA and FHTMC regarding the Restated and Amended Lease Agreement by and between Golda Spillman Garnett, Frank Spillman (a/k/a John Franklin Spillman), joined by his wife Nancy Jo Spillman and Henry J. Spillman, Jr., joined by his wife Jo Ann Spillman as “Lessor” and Austin Falconhead as “Lessee” which is filed of record as Document No. 2001019576 in the Official Public Records of Travis County, Texas (the “Lease”);

WHEREAS, without limitation, the Effluent Agreement contains a number of provisions relating to the duties and obligations of WTCPUA and FHTMC regarding management of the level of Irrigation Water in the Effluent Pond;

WHEREAS, without limitation, the Effluent Agreement contains a number of provisions relating to the duties and obligations of WTCPUA and FHTMC regarding cooperation in good faith so as to manage Effluent Pond levels in a manner to maintain compliance with WTCPUA's TCEQ Permit No. WQ0013594001 (the "Waste Discharge Permit"), and to preserve the playability of the Golf Course (as defined by the Effluent Agreement) as a Class A facility;

WHEREAS, the 2016 Settlement Agreement established the Irrigation Water Rate (as defined by the Effluent Agreement) from its effective date until December 31, 2021;

WHEREAS, the 2016 Settlement Agreement established the Billing Maximum (as defined by the Effluent Agreement), for calendar years 2015 through 2021, and the method of calculating the Billing Maximum for each year thereafter;

WHEREAS, the Parties entered into two letter agreements, effective December 31, 2021 and February 24, 2022, respectively (the "Letter Agreements"), extending the expiration of the Irrigation Water Rates, as contemplated by the 2016 Settlement Agreement, until March 31, 2022; and

WHEREAS, WTCPUA and FHTMC desire to amend the Effluent Agreement, as amended by the Compromise Settlement Agreement and Release of Claims, 2016 Settlement Agreement, and Letter Agreements regarding the Irrigation Water Rate and Billing Maximum.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contains herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### **I. AMENDMENTS TO THE 2016 SETTLEMENT AGREEMENT**

WTCPUA and FHTMC agree to and hereby replace Section 2 of the 2016 Settlement Agreement, "Revised Treated Effluent Rate and Billing Maximum," as amended by the Letter Agreements, with the following:

Effective as of April 1, 2022 (the "Amendment Effective Date"):

- Beginning on the Amendment Effective Date and continuing through March 31, 2027, the Irrigation Water Rate shall be \$1.55 per 1,000 gallons for any and all Irrigation Water delivered by WTCPUA to FHTMC at the Delivery Point as authorized under the Effluent Agreement; provided, however, that the Irrigation Water Rate shall be subject to an annual increase on each anniversary of the Amendment Effective Date in the percentage amount of the percentage increase in WTCPUA's actual costs between the two prior calendar years for: (1) electricity to treat wastewater at its wastewater treatment facilities and to transport and dispose the treated effluent from such facilities to the locations identified in WTCPUA's Texas Land Application Permit(s), as may be amended from time to time; (2) sludge disposal from such wastewater treatment facilities; and (3) chemicals utilized at its wastewater treatment facilities to treat

wastewater, (by way of example only, the Irrigation Water Rate change effective on April 1, 2023 would be based upon the percentage change in such WTCPUA costs between the calendar years ending December 31, 2021 and December 31, 2022); provided further, in the event that the percentage change of such expenses decrease, year over year, then the Irrigation Water Rate shall remain unchanged on that anniversary of the Amended Effective Date;

- FHTMC agrees that the Irrigation Water Rate as set forth herein is just and reasonable as of the Amendment Effective Date and through March 31, 2027, and that FHTMC's acceptance of such rate was a significant inducement for WTCPUA to enter into this Amendment;
- FHTMC also agrees that if FHTMC opposes, protests, or seeks to overturn the Irrigation Water Rate charged to FHTMC under this Amendment, then the Irrigation Water Rate shall revert to the Irrigation Water Rate charged by WTCPUA to FHTMC as of September 30, 2016;
- The Parties agree that modifying the Irrigation Water Rate under this Agreement is a valid exercise of WTCPUA's rights under the Effluent Agreement, as amended, to modify such rate; and
- The Parties agree that for calendar year 2022 through 2027, the Billing Maximum is 70,000,000 gallons, and that for the purposes of calculating the Annual Quota in calendar years 2027 and beyond, for so long as the Effluent Agreement, as amended, is in place, the Billing Maximum shall be calculated pursuant to Section 6.2(d).

## **II. REFERENCES TO AUSTIN FALCONHEAD, LP**

All references to Austin Falconhead, LP in the Effluent Agreement, as amended by the Compromise Settlement Agreement and Release of Claims, 2016 Settlement Agreement, and Letter Agreements, shall mean and refer to FH Texas Management Company, LLC ("FHTMC").

## **III. REPRESENTATIONS, WARRANTIES AND COVENANTS**

(a) The Parties each warrant and represent that they have read this Amendment, they have conferred with their respective attorneys concerning this Amendment and the terms and conditions hereof, and that they fully understand the terms, conditions, requirements and effects of this Amendment.

(b) The Parties each warrant and represent that they are executing this Amendment freely and voluntarily, without threat, duress, coercion or promise of consideration other than that stated herein and that they are competent to execute this Amendment and have the authority to enter into the terms and conditions set forth herein.

(c) Each Party executing this Amendment warrants and represents that the individual executing this Amendment on its behalf has the authority and power to execute this Amendment for the entity on behalf of which he or she executes this Amendment.

#### **IV. SURVIVAL OF REPRESENTATIONS AND WARRANTIES**

The representations and warranties contained herein shall survive the execution and performance of this Amendment.

#### **V. JOINT PREPARATION**

This Amendment has been jointly prepared and negotiated by the Parties, and shall not be construed against either of them as the drafter or primary drafter thereof.

#### **VI. ENTIRE AGREEMENT**

This Amendment constitutes the entire agreement and understanding among the Parties with respect to the Effluent Agreement as amended by the Compromise Settlement Agreement and Release of Claims, 2016 Settlement Agreement, Letter Agreements, and this Amendment. Any waiver of any term or condition of this Amendment must be in writing and shall only be effective for the specific period and purpose expressly stated therein, and any such waiver shall not constitute or be construed as the waiver of any other provisions hereof or for any other purpose or time.

#### **VII. RESPONSIBILITY FOR COSTS**

Each of the Parties hereto acknowledges that it is responsible to pay its own attorneys' fees and costs, including taxable costs of court. Each Party declares, represents and warrants that its attorneys have been or will be paid in full and that its attorneys do not have, nor shall they seek to recover, any claims or damages against or from any other Party.

#### **VIII. NONWAIVER**

No delay or omission by a Party to exercise any right in connection herewith shall impair such right or be construed to be a waiver thereof, and no waiver of any right or the breach of any provision hereof shall be construed to be a waiver of any other right or provision or any subsequent breach of such provision.

#### **IX. CHOICE OF LAW**

THIS AMENDMENT, ANY DISPUTES WHICH MAY ARISE IN CONNECTION WITH THE INTERPRETATION OR ENFORCEMENT OF THE AMENDMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES GENERALLY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND WITHOUT REGARD OR REFERENCE TO CHOICE OR CONFLICT OF LAW RULES.

#### **X. EXECUTION IN COUNTERPARTS**

This Amendment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one instrument when executed by all Parties. Any signature page of a counterpart executed by any Party or Parties (and

any notarial acknowledgment thereof) may be detached from such counterpart without impairing the legal effect of the signature or signatures thereon and be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages (and notarial acknowledgments) signed by other Parties.

#### **XI. SEVERABILITY**

The provisions of this Amendment are severable, and if any of the provisions shall be held by any court of competent jurisdiction to be unenforceable, such holding shall not affect or impair any other provision hereof.

#### **XII. EFFECT OF AMENDMENT**

This Amendment shall not expand the rights of any persons or entities which are not Parties hereto, and no person or entity which is not a Party to this Amendment shall acquire any rights hereunder, whether as a purported third party beneficiary or otherwise.

#### **XIII. ATTORNEYS' FEES**

Attorneys' fees may be provided to the prevailing party in any litigation associated with enforcement of this Amendment.

#### **XIV. MODIFICATION**

This Amendment may not be amended, altered, modified or changed in any way except in writing signed by all the parties to this Amendment.

#### **XV. HEADINGS**

The headings of this Amendment are for the purpose of reference only and shall not limit or otherwise affect the meaning thereof.

#### **XVI. CONFLICT**

In the event that there is a conflict between this Amendment and the Effluent Agreement, as amended by the Compromise Settlement Agreement and Release of Claims, 2016 Settlement Agreement, Letter Agreements, then the terms of this Amendment shall control.

*[signature pages to follow immediately]*

**West Travis County Public Utility Agency**

\_\_\_\_\_

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

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



**FH Texas Management Company, LLC**

\_\_\_\_\_

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

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

## **ITEM K**

**Subject:** Lake Pointe MUD — Proposed Outline for Property Conveyances  
**Date:** Friday, March 11, 2022 at 1:15:55 PM Central Standard Time  
**From:** Robert Salgo  
**To:** Jennifer Riechers  
**CC:** Jason Bethke, Knebel Linda, Terry Elam, McDaniel Grayson  
**Attachments:** Lake Pointe Municipl Utility Disrtict -- Proposed Conveyance Agreement for WTCPUA Lots 3100 & 3012 Napa Drive for Consideration.pdf

Jennifer,

As we discussed in yesterday's telephone conversation I'm requesting that the board of the West Travis County Public Utility Agency consider an outline of a property conveyance agreement that is diagramed in the attached four-page PDF.

Essentially, our board requests that the PUA convey to the Lake Pointe MUD a portion of the property at 3100 Napa Drive, which would encompass our water quality pond, and the entirety of the property at 3012 Napa Drive. Our board favors Option 1 of the two boundary configuration options that are presented in the attachment.

Option 1 includes an easement for WTCPUA access to the current waste water facility (what may eventually be converted to a lift station). Option 2 is a smaller conveyance area that would not include the current access driveway.

Both options include the property at 3012 Napa Drive, which the district would in a separate transaction transfer to the Lake Point HOA. (Or, the PUA could opt to directly convey the property to the HOA.) Currently, the PUA operates no facilities on the 3012 parcel.

The advantage of this conveyance to the PUA is it removes the PUA from the continued maintenance of the wooden fence and landscaping that fronts Napa Drive. It also gives our district more control over the street appearance of the lot.

If the PUA board is receptive to this conveyance outline I suggest the two parties should work together to hammer out the details of an agreement then submit it to both boards for review and approval.

If you need my assistance or require further clarification please contact me anytime.

Thanks in advance for your consideration and assistance.

R

**Robert Salgo**  
President  
Lake Pointe Municipal Utility District  
robert.salgo@lakepointemud.org  
512-748-4916

Sent from my iPhone



Lake Pointe MUD  
Outline of Proposed Conveyance Agreement  
**Napa Pond & Waste Water Treatment Plant Properties**  
March 11, 2022; Page 1 of 4

3012 Napa Drive  
PID: 438166

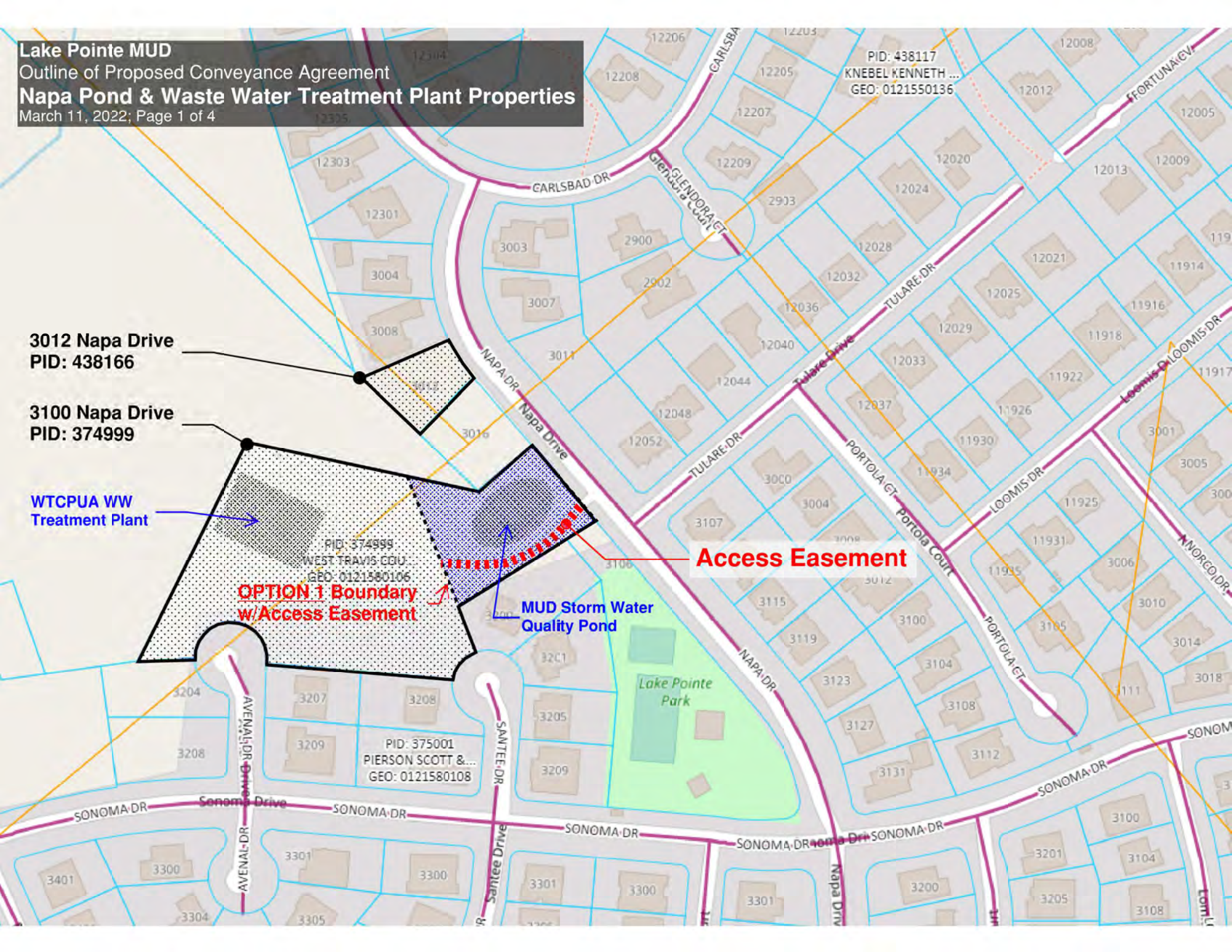
3100 Napa Drive  
PID: 374999

WTCPUA WW  
Treatment Plant

**OPTION 1 Boundary  
w/Access Easement**

MUD Storm Water  
Quality Pond

**Access Easement**





**Area to be Conveyed to LPMUD**

**Current District Chainlink Fence**

**WTCPUA Property Line**

**WTCPUA Access Easement**

**OPTION 1 Boundaries w/Access Easement**



**Lake Pointe MUD**  
Outline of Proposed Conveyance Agreement  
**Napa Pond & Waste Water Treatment Plant Properties**  
March 11, 2022; Page 3 of 4

**3012 Napa Drive**  
PID: 438166

**3100 Napa Drive**  
PID: 374999

**WTCPUA WW  
Treatment Plant**

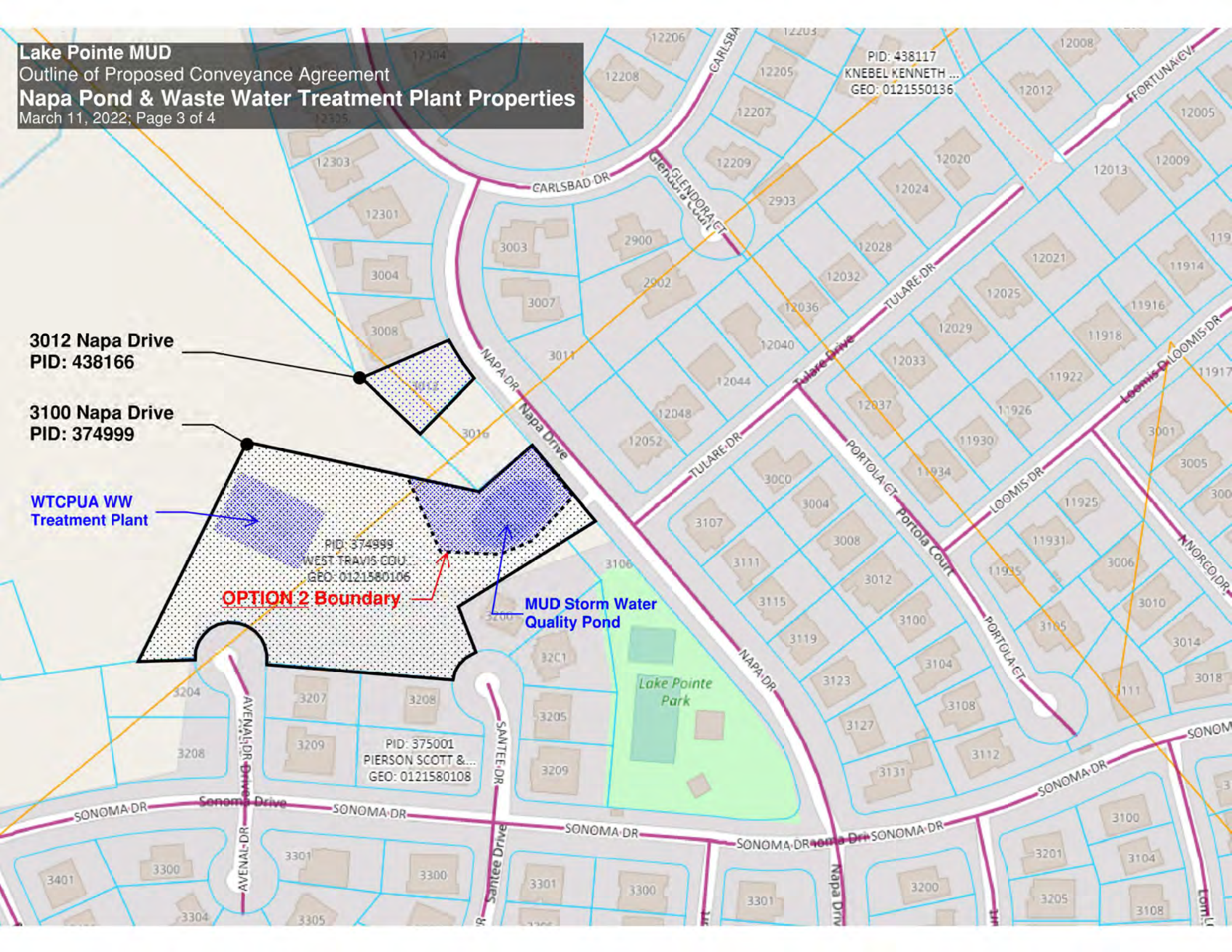
**OPTION 2 Boundary**

**MUD Storm Water  
Quality Pond**

**Lake Pointe  
Park**

PID: 375001  
PIERSON SCOTT &  
GEO: 0121580108

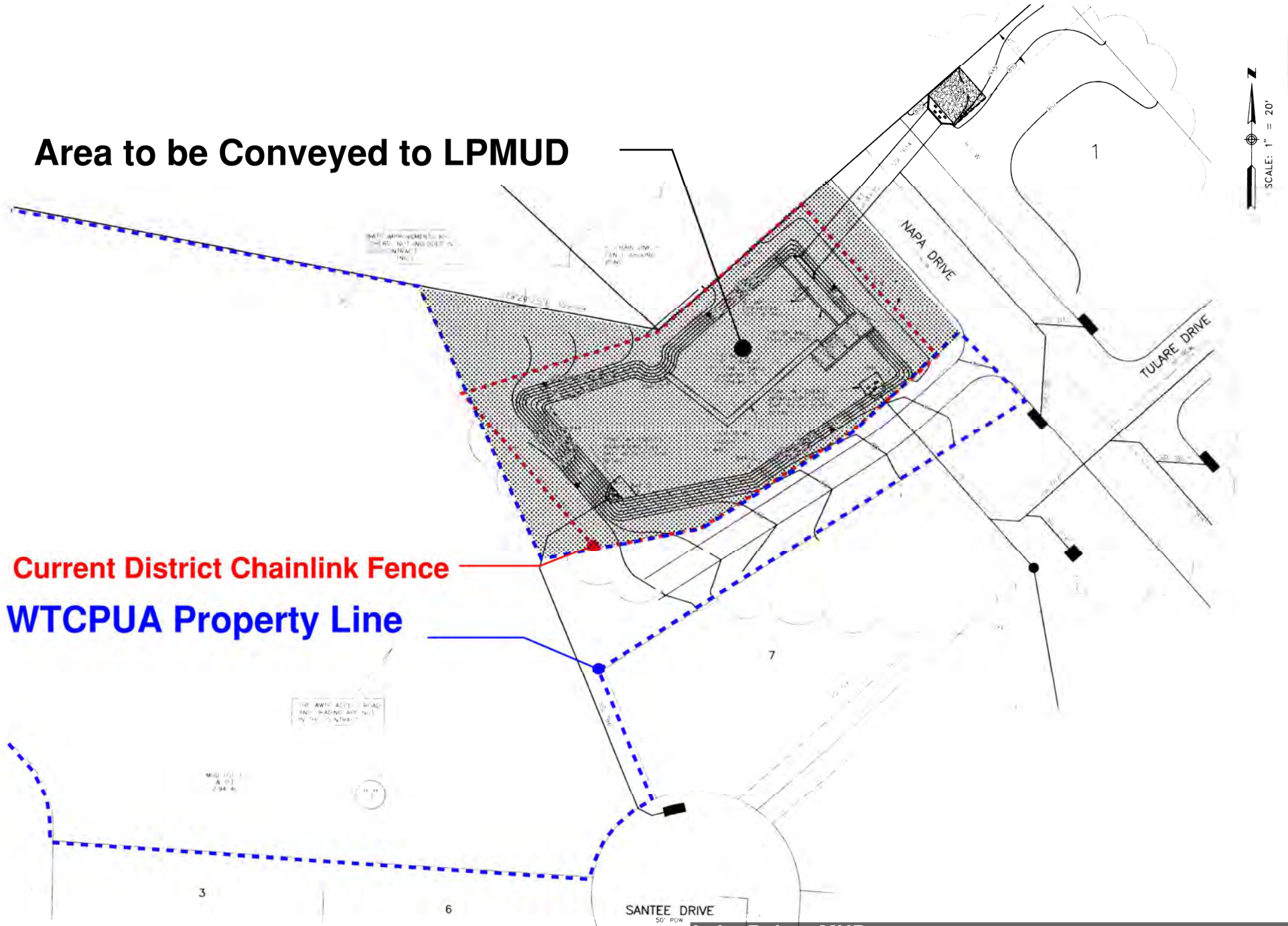
PID: 438117  
KNEBEL KENNETH ...  
GEO: 0121550136





**Area to be Conveyed to LPMUD**

**Current District Chainlink Fence**  
**WTCPUA Property Line**



**OPTION 2 Boundaries**

## **VII. STAFF REPORTS**



## ITEM A



# General Manager's Report

March 17, 2022

## Personnel Updates

Reuben Ramirez, Engineering department, Project Manager resigned from the PUA effective 2/25/22.

Hired new Engineer in Training to fill the vacancy in our Engineering department. Matthew Murray will start on 3/28/22.

Mr. Haskell Ballew, Water Operator, passed away on 2/25/22. Haskell worked for the PUA for 5 years as a night shift operator.

Stephanie Flores will be transferring from the Customer Service Department to the Finance Department effective 3/14/22.

Hired a new Customer Service Representative to fill the vacancy from the transfer. Pam Vargas will start on 3/28/22.

## Significant Meeting Updates

1/31/22 Meeting with Nelisa Heddin and Jennifer Smith regarding draft Retail Rate Analysis. Sent current data to complete rate study. Final analysis is being performed and should be completed by April 21, 2022.

1/31/22 Attended Lake Pointe HOA meeting with Eric Morgan and Michael Sarot to address planned communication project within Lake Pointe community.

2/1/22 Meeting with LCRA representatives regarding Water Supply Resource Report, a long-range water planning document intended to identify and evaluate potential water supply options to help LCRA meet its customer's water needs through 2080.

2/2/22 Meeting with representatives of The Terrace (Pearl) regarding future water improvements related to their project.

2/3 and 3/1/22 Meeting with City of Dripping Springs and representatives related to Anarene wholesale service with PUA.

2/14/22 Meeting with AJ Gray and George Murfee regarding Dripping Springs Water Supply Corporation Wholesale Agreement and future water needs of DSWSC.

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2/28/22 Meeting with Lake Pointe MUD and HOA representatives at Lake Pointe Wastewater Treatment Plant to discuss landscape/fence issues.

## **Updates**

2/3-4 Ice Storm event. PUA Admin staff worked remotely and the water and wastewater plant were staffed with operators monitoring the system. All other field staff were on-call to respond as needed. No major issues occurred.

### **Late Fees/Disconnects**

228 delinquent notices were mailed to Hwy. 71 customers on 1/21/22 with a disconnection date of 2/10/22. 16 accounts were disconnected due to non-payment.

100 delinquent notices were mailed to Hwy. 290 customers on 2/7/22. 27 accounts were disconnected on 2/23/22.

### **Executed Utility Conveyance Agreements**

Duke Business Park

Park at Bee Cave, Bldgs 1 & 3

## **ITEM B**



West Travis County Public Utility Agency

# Budget Variance Report

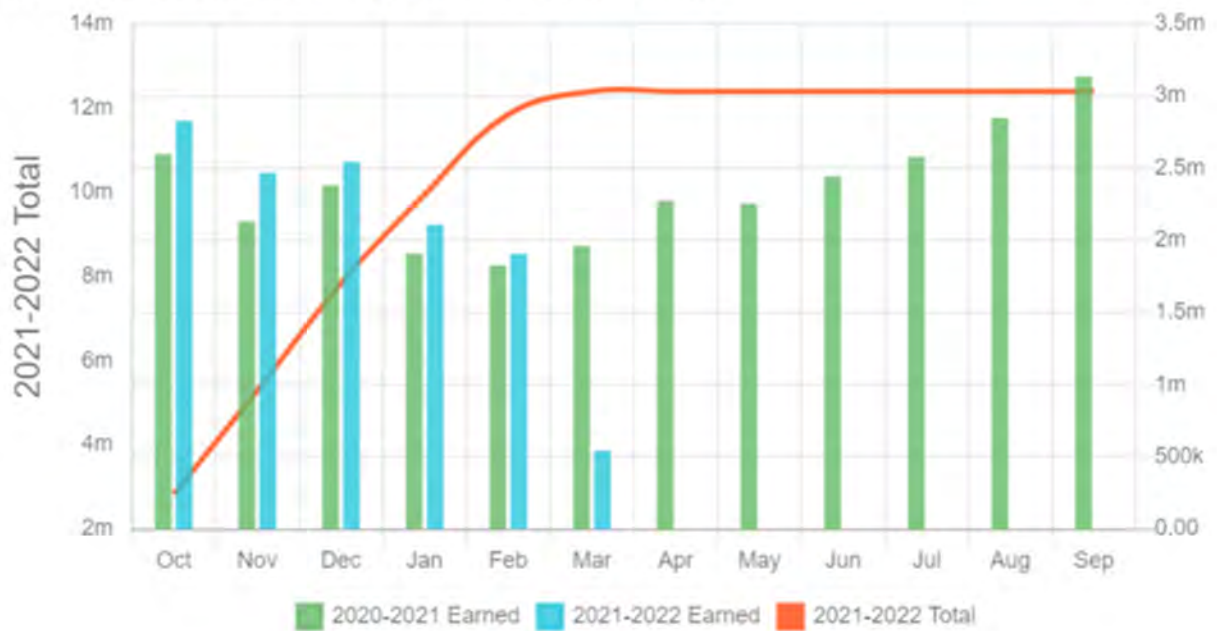
As Of: 02/28/2022

Fund: 10 - General Fund

	CURRENT MONTH			YEAR TO DATE				ANNUAL BUDGET		
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%
<b><u>REVENUE SUMMARY</u></b>										
Water Revenue	1,464,365	1,377,690	86,675	9,173,483	8,117,912	1,055,571	43%	21,384,000	(12,210,517)	57%
Wastewater Revenue	426,051	358,761	67,290	2,105,556	1,790,890	314,666	46%	4,529,000	(2,423,444)	54%
SER Project Revenue	21,304	28,750	(7,446)	594,486	474,132	120,354	41%	1,454,000	(859,514)	59%
Other Income	3,546	3,750	(204)	17,300	18,750	(1,450)	38%	45,000	(27,700)	62%
Investment Income	2,134	22,291	(20,157)	17,185	111,455	(94,270)	6%	267,600	(250,415)	94%
Investment Unrealized Gain (Loss)	(13,200)	-	(13,200)	(59,868)	-	(59,868)	0%	-	(59,868)	0%
<b>TOTAL REVENUE</b>	<b>1,904,200</b>	<b>1,791,242</b>	<b>112,958</b>	<b>11,848,142</b>	<b>10,513,139</b>	<b>1,335,003</b>	<b>43%</b>	<b>27,679,600</b>	<b>(15,831,458)</b>	<b>57%</b>
<b><u>EXPENSE SUMMARY</u></b>										
Water	323,197	315,494	(7,703)	1,833,685	1,872,211	38,526	40%	4,636,439	(2,802,754)	60%
Wastewater	164,667	158,176	(6,491)	909,101	887,187	(21,914)	44%	2,064,554	(1,155,453)	56%
Electromechanical	39,948	54,926	14,978	207,713	309,696	101,983	29%	715,466	(507,753)	71%
Line Maintenance	92,553	74,079	(18,474)	420,741	417,784	(2,957)	44%	964,391	(543,650)	56%
SER Projects	1,575	13,750	12,175	49,625	68,750	19,125	30%	165,000	(115,375)	70%
Engineering	24,694	18,085	(6,609)	116,084	101,022	(15,062)	49%	236,548	(120,464)	51%
Customer Service	29,592	27,320	(2,272)	143,609	149,396	5,787	41%	351,240	(207,631)	59%
Meter Tech	46,011	40,806	(5,205)	224,411	218,209	(6,202)	44%	515,296	(290,885)	56%
Information Technology	22,990	37,440	14,450	196,584	268,898	72,314	37%	535,447	(338,863)	63%
Admin	1,214,617	1,257,841	43,224	6,206,425	6,348,690	142,265	36%	17,129,742	(10,923,317)	64%
<b>TOTAL EXPENSE</b>	<b>1,959,844</b>	<b>1,997,917</b>	<b>38,073</b>	<b>10,307,978</b>	<b>10,641,843</b>	<b>333,865</b>	<b>38%</b>	<b>27,314,124</b>	<b>(17,006,146)</b>	<b>62%</b>
<b>REVENUE OVER/(UNDER) EXPENDITURE</b>	<b>(55,644)</b>	<b>(206,675)</b>	<b>151,031</b>	<b>1,540,164</b>	<b>(128,704)</b>	<b>1,668,868</b>		<b>365,476</b>		

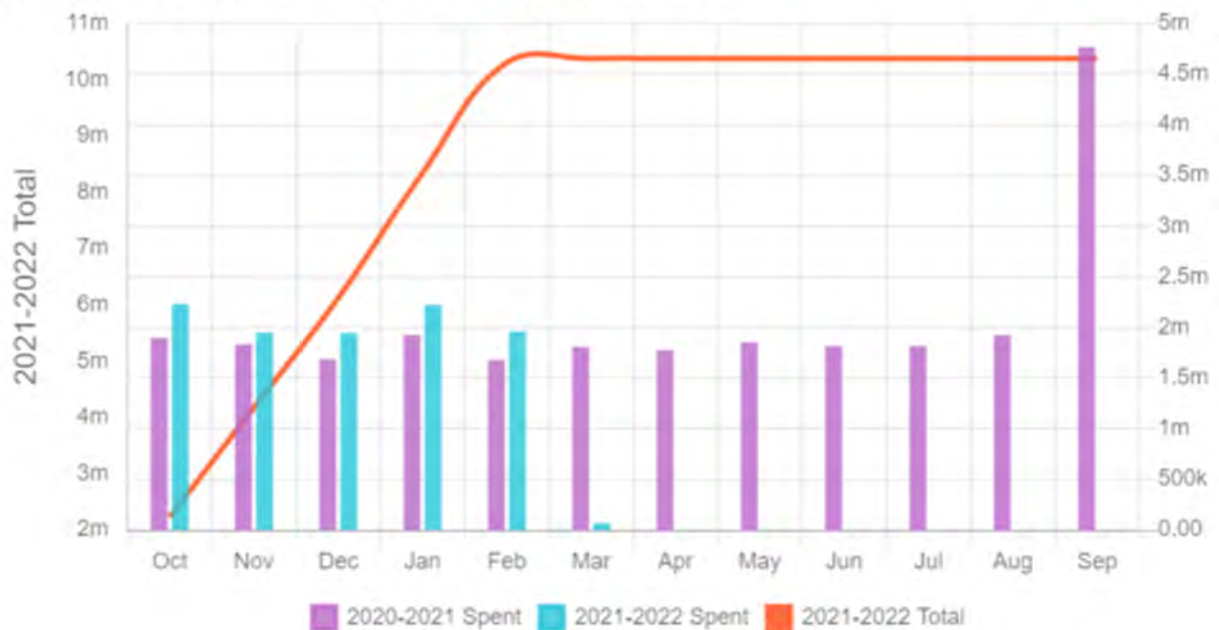
## Monthly Revenue

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



## Monthly Expenditure

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



# Balance Sheet-All Funds

## Account Summary

As Of 02/28/2022

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	\$ 18,777,187	\$ 2,001,190	\$ 2,882,503	\$ 8,632,721	\$ -	\$ 1,254,563	\$ 33,548,164
11 - Investments	3,204,742	3,174,665	6,099,172	13,181,839	25,688,245	30,217,980	81,566,643
12 - Receivables	5,259,103	-	-	-	-	5,180	5,264,283
15 - Due from Other Funds	8,654,828	-	-	-	-	-	8,654,828
17 - Deposits	16,087	-	-	-	176,018	-	192,105
<b>Total Asset:</b>	<b>\$ 35,911,947</b>	<b>\$ 5,175,855</b>	<b>\$ 8,981,675</b>	<b>\$ 21,814,560</b>	<b>\$ 25,864,263</b>	<b>\$ 31,477,723</b>	<b>\$ 129,226,023</b>
<b>Liability</b>							
30 - Accounts Payable	\$ 696,667	\$ -	\$ 85,115	\$ -	\$ 1,608,954	\$ -	\$ 2,390,736
31 - Refundable Deposits	3,125,683	-	-	-	-	-	3,125,683
32 - Other Accrued Liabilities	366,304	-	-	-	-	-	366,304
35 - Due to Other Funds	-	-	-	-	8,654,828	-	8,654,828
<b>Total Liability:</b>	<b>4,188,654</b>	<b>-</b>	<b>85,115</b>	<b>-</b>	<b>10,263,782</b>	<b>-</b>	<b>14,537,551</b>
<b>Equity</b>							
50 - Fund Balances	30,183,129	5,221,739	8,427,109	20,735,948	9,891,654	38,854,340	113,313,919
<b>Total Beginning Equity:</b>	<b>30,183,129</b>	<b>5,221,739</b>	<b>8,427,109</b>	<b>20,735,948</b>	<b>9,891,654</b>	<b>38,854,340</b>	<b>113,313,919</b>
Total Revenue	11,848,141	(43,083)	959,381	4,893,574	7,979,988	1,925,465	27,563,466
Total Expense	10,307,977	2,801	489,930	3,814,962	2,271,161	9,302,082	26,188,913
<b>Revenues Over/Under Expenses</b>	<b>1,540,164</b>	<b>(45,884)</b>	<b>469,451</b>	<b>1,078,612</b>	<b>5,708,827</b>	<b>(7,376,617)</b>	<b>1,374,553</b>
<b>Total Equity and Current Surplus (Deficit):</b>	<b>31,723,293</b>	<b>5,175,855</b>	<b>8,896,560</b>	<b>21,814,560</b>	<b>15,600,481</b>	<b>31,477,723</b>	<b>114,688,472</b>
<b>Total Liabilities, Equity and Current Surplus (Deficit):</b>	<b>\$ 35,911,947</b>	<b>\$ 5,175,855</b>	<b>\$ 8,981,675</b>	<b>\$ 21,814,560</b>	<b>\$ 25,864,263</b>	<b>\$ 31,477,723</b>	<b>\$ 129,226,023</b>

# Income Statement-All Funds

## Account Summary

For the Period Ending 02/28/2022

	10	20	30	40	50	60	Total
	General Fund	Rate Stabilization Fund	Facilities Fund	Debt Service Fund	Capital Projects Fund	Impact Fee Fund	
<b>Revenue</b>							
60 - Water Revenue	\$ 9,173,482	\$ -	\$ -	\$ -	\$ -	\$ 2,074,576	\$ 11,248,058
61 - Wastewater Revenue	2,105,556	-	-	-	-	265,497	2,371,053
62 - SER Project Revenue	594,486	-	-	-	-	-	594,486
68 - Other Income	17,300	-	-	-	-	-	17,300
69 - Investment Income	17,185	16,264	31,855	62,843	129,267	151,578	408,992
69 - Investment Unrealized Gain (Loss)	(59,868)	(59,347)	(114,140)	(242,571)	(482,612)	(566,186)	(1,524,724)
90 - Other Financing Sources (Uses)	-	-	1,041,666	5,073,302	8,333,333	-	14,448,301
<b>Revenue Total:</b>	<b>11,848,141</b>	<b>(43,083)</b>	<b>959,381</b>	<b>4,893,574</b>	<b>7,979,988</b>	<b>1,925,465</b>	<b>27,563,466</b>
<b>Expense</b>							
70 - Water Expense	1,846,944	-	-	-	-	-	1,846,944
71 - Wastewater Expense	921,883	-	-	-	-	-	921,883
72 - Shared Operations Expense	628,454	-	-	-	-	-	628,454
74 - SER Project Expense	49,625	-	-	-	-	-	49,625
79 - Shared Admin Expense	1,652,738	2,801	4,865	9,781	18,688	62,114	1,750,987
80 - Capital Outlay	-	-	485,065	-	2,252,473	-	2,737,538
88 - Debt Service	-	-	-	3,805,181	-	-	3,805,181
90 - Other Financing Sources (Uses)	5,208,333	-	-	-	-	9,239,968	14,448,301
<b>Expense Total:</b>	<b>10,307,977</b>	<b>2,801</b>	<b>489,930</b>	<b>3,814,962</b>	<b>2,271,161</b>	<b>9,302,082</b>	<b>26,188,913</b>
<b>Current Surplus (Deficit):</b>	<b>\$ 1,540,164</b>	<b>\$ (45,884)</b>	<b>\$ 469,451</b>	<b>\$ 1,078,612</b>	<b>\$ 5,708,827</b>	<b>\$ (7,376,617)</b>	<b>\$ 1,374,553</b>



## **ITEM C**



## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

13215 Bee Cave Parkway

Building B, Suite 110

Bee Cave, Texas 78738

Office: 512/263-0100

Fax: 512/263-2289

wtcpua.org

# Operations Report

March 8, 2022

## Executive Summary

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

## Environmental Compliance

All TCEQ compliance parameters were within State limits during the Month of February 2022. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

### Water and Wastewater Process Summary: February 2022

Water Treatment Plant	Actual
AVG Raw Water	6.802 MGD
AVG Treated Water	6.657 MGD
PEAK Treated Water	8.274 MGD
AVG CFE Turbidity	0.04 NTU
AVG Chlorine	3.27 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.482 MGD	0.675 MGD
MAX Flow	0.606 MGD	
AVG CBOD	3.00 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.18 mg/l	2 mg/L
AVG Turbidity	1.76 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.215 MGD	0.325 MGD
MAX Flow	0.301 MGD	
AVG CBOD	3.00 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.12 mg/l	2 mg/L
AVG Turbidity	1.80 mg/l	3 mg/L

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## **Electromechanical Department Update**

### **Water Treatment Plant**

- Replacement LAS Pumps (5 yr. plan) arrived, pending schedule for install.
- Performed general electrical device survey.

### **Pump Station #1**

- Pump Control Valve #4 ordered per 5yr plan.
  - Valve received, schedule pending for install.
- Replacement of air conditioner per 5yr plan in process.
  - Complete

### **Pump Station #2**

- Performed general electrical device survey.

### **Pump Station #4**

- Replaced control transformer on Pump #2.
- Performed general electrical device survey.

### **Pump Station #5**

- Pump Motor #3 removed for service.
  - Returned pump to service (excessive noise due to alignment)

### **Pump Station #7**

- Replacement of air conditioner per 5yr plan in process.

### **Lakepointe WWTP**

- Removed Effluent Pump Motor #4 for service.
  - Installed and returned motor to service after repair.
- Ordered replacement pump for Influent Pump #3.
  - Pending install.
- Cleared debris from Influent Check Valves.
- Repair and PM done to Odor Control Blower.
- Performed general electrical device survey.
  - Made repairs based on findings of survey.

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## **Electromechanical Department Update (cont.)**

### **Bohls WWTP**

- Replacement Motor for Blower #3 has been ordered.
  - Motor has arrived.
- Replacement of Pond Underdrain Pump Piping pending schedule.
  - Scheduled for the week of March 28<sup>th</sup>.
- Replacement of discharge piping on Influent Pumps 3&4 per 5 yr. plan; in process.
  - Scheduled for the week of March 28<sup>th</sup>.
- Performed general electrical device survey.
  - Made repairs based on findings of survey.
- Repaired Backwash Pump on Filter #1.

### **Lift Station #2**

- Replacing gates; in process.

### **Lift Station #11**

- Cleared debris from pumps.
- Pump #2 removed for service.
  - Expected arrival week of March 14<sup>th</sup>.

### **Lift Station #17**

- Repair to Generator; failure due to rodents.

### **Lift Station #19**

- Replaced pump protection relay.

### **Spillman Pond**

- Replaced floats in underdrain lift station wet well.

### **Communication Project**

- Reviewing phase 2(Lakepointe Area)
- Phase 3(Upper Ring) in process

## **Line Maintenance Department Update**

### **New Water Taps/ Connections:**

- 8922 Appaloosa Drive
- 14180 Trail Driver

### **Leak repairs:**

- 176 Running Bird – Repaired curb stop hit by contractor at new build home

- 
- Broke line on Trail Driver while tapping – 6" mainline repair
  - 12403 Hwy 71 – 6" mainline repair
  - 561 Eclipse – repair curb stop run over by dump truck
  - Replaced failing 6" ARV on RWL #1 – Intake area
  - Replaced failed 6" ARV on RWL #1 – Sea Eagle

**Hydrants:**

- Conducting survey – 290 areas

**Street /Main water valves:**

- Installed 1 ½" PRV - Crystal Creek

**Street /WW manholes:**

- WW manhole survey - Hamilton Pool Rd  
Spanish Oaks

**Misc. repairs/projects:**

- Installing new RPZ BF devices at lift stations
- Repairing misc. broken lines, faucets, etc. at W & WW facilities
- Repaired concrete manhole ring – Rosie's Tamale House

## **ITEM D**

# MURFEE ENGINEERING COMPANY, INC.

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

## M E M O R A N D U M

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**DATE:** March 10, 2022

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

**FROM:** George Murfee, P.E. *GM*

**RE:** Engineer's Report –March 2022

**CC:** Jennifer Riechers – WTCPUA General Manger

**MEC File No.: 11051.167**

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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.

### Water-System Wide

#### ***Beneficial Water Recycling Project***

A preliminary location of the facility has been selected. The interim solution for disposal is to use the BWR to produce water of high enough quality for injection into a local aquifer using injection wells. This method of disposal will complement the pilot effort required for the BWR facility. Coordination with the General Manager for supplemental scope for design and permitting, construction administration/ construction engineering, and construction observation services not included in original agreement in underway.

#### ***Permanganate Chemical Feed Relocation***

MEC continues to coordinate with G Creek construction on submittals. The contractor has mobilized to the site and begun civil work.

### ***Uplands Water Treatment Plant Design***

Site modifications have been identified and the site plan is under design. Once the MEC team has coordinated on the schedule and has the design pinned down with the subconsultants, a preliminary (35%) design will be provided to the operations staff for input. The current effort is focused on ensuring the quality of the record information to avoid conflicts during construction and a proposal for additional site investigation is included in the Board packet.

### ***Water Model Update and Calibration***

The new model has been populated with facility information and is being analyzed. The original model provided with the LCRA transfer is also receiving updates and being utilized for evaluating SERs.

### ***Water Treatment Solids Management***

The water treatment solids management equipment will match the wastewater treatment solids management equipment in type but not size. The bid documents will be finalized assuming that the Board approves the wastewater treatment solids management bid award and the project will go out for bid at the end of March or beginning of April. The equipment will be installed by the PUA staff.

## ***Water – SH71 System***

### ***1080 Transmission Main***

MEC is continuing coordination with Capital Surveying and Spitzer & Associates to secure right of entry (ROE) and easements for various parcels of 1080 transmission main alignment, specifically west of Highway 620. Design plans were developed for the portion of the alignment east of Highway 620, Segment A. All of the easements have been described by the surveyor, and the easement documents are under review by the landowners' representatives for the Segment A scope of work. The contract award to SJ Louis Construction of Texas was approved previously, and the contract has been executed and submittal review is underway. The material suppliers for ductile iron pipe are estimating a delivery of materials in August, which exceeds the originally anticipate timeline.

### ***Hamilton Pool Road Pump Station GST No. 2***

Preload LLC continues site work construction, including excavation, pipe installation, and subgrade preparation. The equipment and facility submittals are under review.

### ***Hamilton Pool Road Transmission Main No. 2***

MUD 22 and Masonwood development are working on securing easements. MEC has received survey information as it is made available by Masonwood development, and is coordinating with the developer on alignment modifications. We initiated our design phase on sections that have been surveyed as of January 2022. Additionally, the remainder of the design will be based on the proposed alignment (April 2021) to meet the settlement schedule deadline.



### ***West Bee Cave Pump Station Expansion***

The project is in the construction phase, and submittals are approved. The contractor has notified us that the pump and electrical equipment deliveries are delayed, which will cause a change in the substantial completion date, anticipated in the second quarter of 2022. We will continue coordinating with TTE and provide an updated schedule.

### ***TCWCID 18 Emergency Interconnect***

MEC has coordinated with TCWCID 18's consultant team on a final version of the interconnect agreement. The agreement with TCWCID 18 is ready for signature. We intend to review the construction plans and coordinate as necessary through construction of the project.

## **Water – US290 System**

### ***US 290 Parallel Transmission Main Preliminary Analysis***

We have begun the analysis and data gathering on the existing 24" waterline alignment, for determination of construction constraints and site availability of 2<sup>nd</sup> parallel transmission main.

### ***Trautwein Rd Waterline Relocation***

MEC has completed the design phase of the waterline relocation and have identified a route outside of the ROW to relocate the 12 inch waterline. The plans are currently under review, and bidding and contract documents have been drafted. We are coordinated with the County and the Landowners on the alignment and easements, which have been filed at the County. We plan to continue coordination with the County and begin the bidding phase in the upcoming months.

### ***1240 Conversion Waterline***

We submitted site development plans to Travis County and the City of Austin, and are still waiting on comments, which comments were due from City on Jan 24<sup>th</sup>. No comments have been received. Consideration is being given to phasing this project so the Live Oak Springs development can move forward. An alternative plan for the 1240 conversion is under consideration, associated with a potential 1240 elevated tank site that the PUA has available. We continue coordinating with interested stakeholders affected by the future construction project on a potential route change to minimize community disturbance. We conducted a meeting with the Live Oaks Springs development team to coordinate the waterline alignment, and we understand that subdivision plan will be submitted soon.

### ***1340 Pump Station***

The pump station building and new pumps have been installed. Outstanding items include minor electrical and control items which have been included in a change order for presentation to the board. Temporary controls have been installed which will allow the pump station to run automatically this week.

### ***1420 Pump Station Expansion***

B-5 has begun site work on the electrical service and is scheduled to start the pump installations once

the equipment is delivered to the site. The anticipated completion date originally this month, is subject to receipt of all equipment and materials and is experiencing significant delays.

#### ***Circle Drive PS and GST***

Design work has commenced, and design survey is complete. A final plat has been prepared and the site plan application is being prepared. Preliminary design of the pump station and reservoir is underway.

ACI is working on the COA Environmental Resource Inventory (ERI), COA Functional Assessment of Floodplain Health (FAFH) and Phase 1 Environmental Site Assessment (ESA), to support City of Austin application package. Facility capacity analysis has been completed and an initial flow rate has been determined. In addition to the analysis, interim modifications to the Southwest Parkway Pump Station are being evaluated as an additional measure to increase interim flow capacity.

#### ***Sawyer Ranch 1340 Conversion Water Main***

Qro Mex Construction Company has begun site work on the waterline installation. MEC is coordinating with the contractor and operations staff to negotiate differing field conditions, with some modifications necessary to accommodate connections to the existing pipe. The pipe installation is underway.

#### ***Southwest Parkway Pump Station Expansion***

Ground Storage Tank (GST) 1 & 2, piping, site restoration, and electrical work are substantially complete, and an initial walk through was held on January 11, 2022. The final completion will depend on established restoration of disturbed earth on the site, and acceptance by the City of Austin environmental department. Preparation for final closeout has begun.

### **Wastewater**

#### ***Bohls WWTP Expansion Design***

The design of the WWTP Expansion is underway. The site layout has been finalized among the operators and designers. An amended site permit will be required to include the new blower building and requested office/storage building. A new submittal will be made to the ESD to obtain a permit as the existing permit expired. When the 35% drawings are done, there will be a review meeting with the operations staff to confirm the design.

#### ***Wastewater Solids Management Master Plan***

The bid was opened on February 8<sup>th</sup>; the recommendation of award and the contract are included in the Board packet for the Board's approval and signatures. As soon as the Board signs the contract, the manufacturer will start fabrication of the equipment.

### **Other Projects**

#### ***Fitzhugh Water Line Relocation***

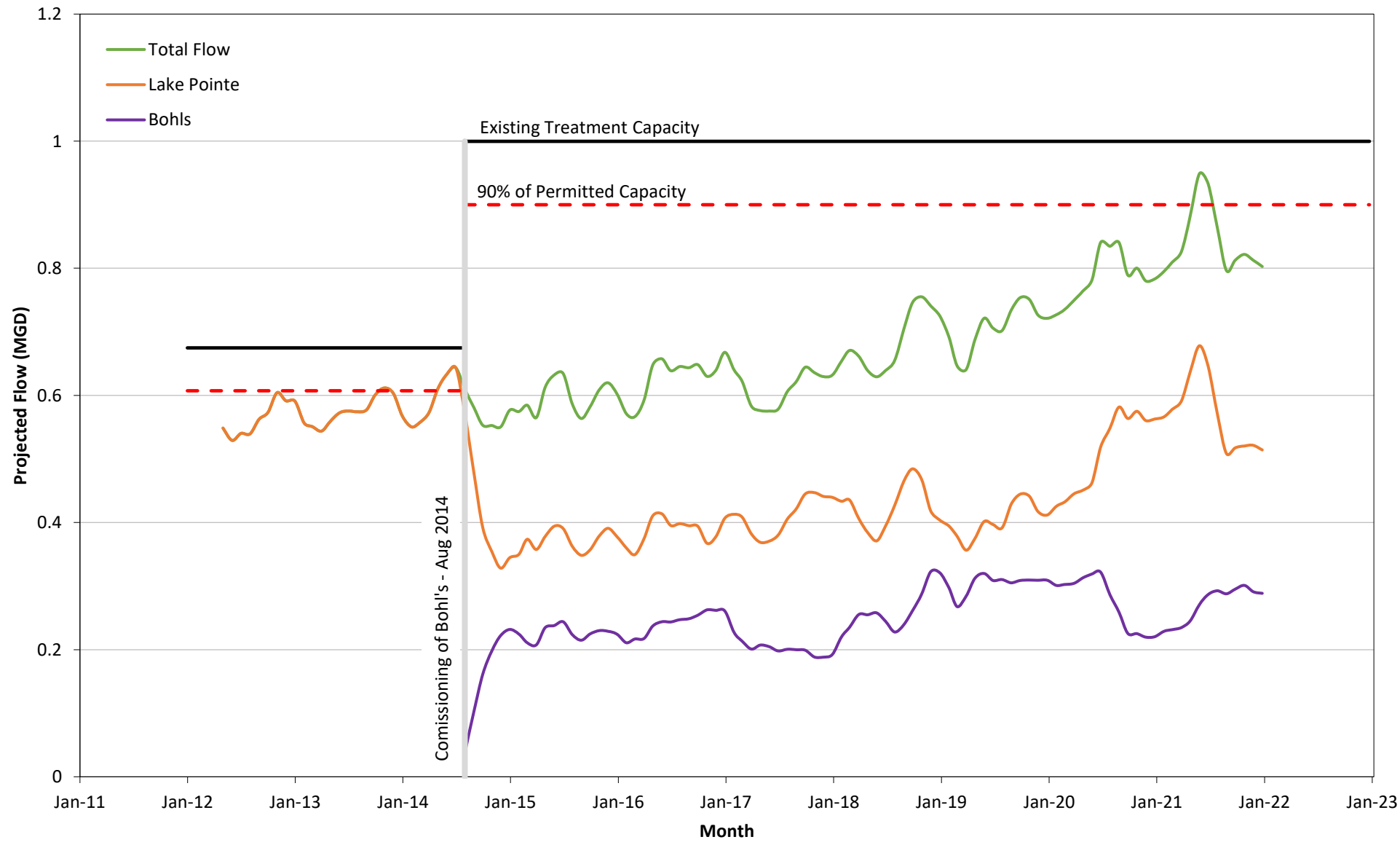
MEC has completed the waterline design. Travis County construction has been postponed until further notice. MEC and PUA staff met with Travis County to discuss county incorporation of the water plans in

their contract scope for the roadway improvements. We are preparing formal letters to Travis County TNR to propose incorporation so the TNR ROW acquisition group can coordinate.

***Lake Pointe Influent Lift Station Rehabilitation***

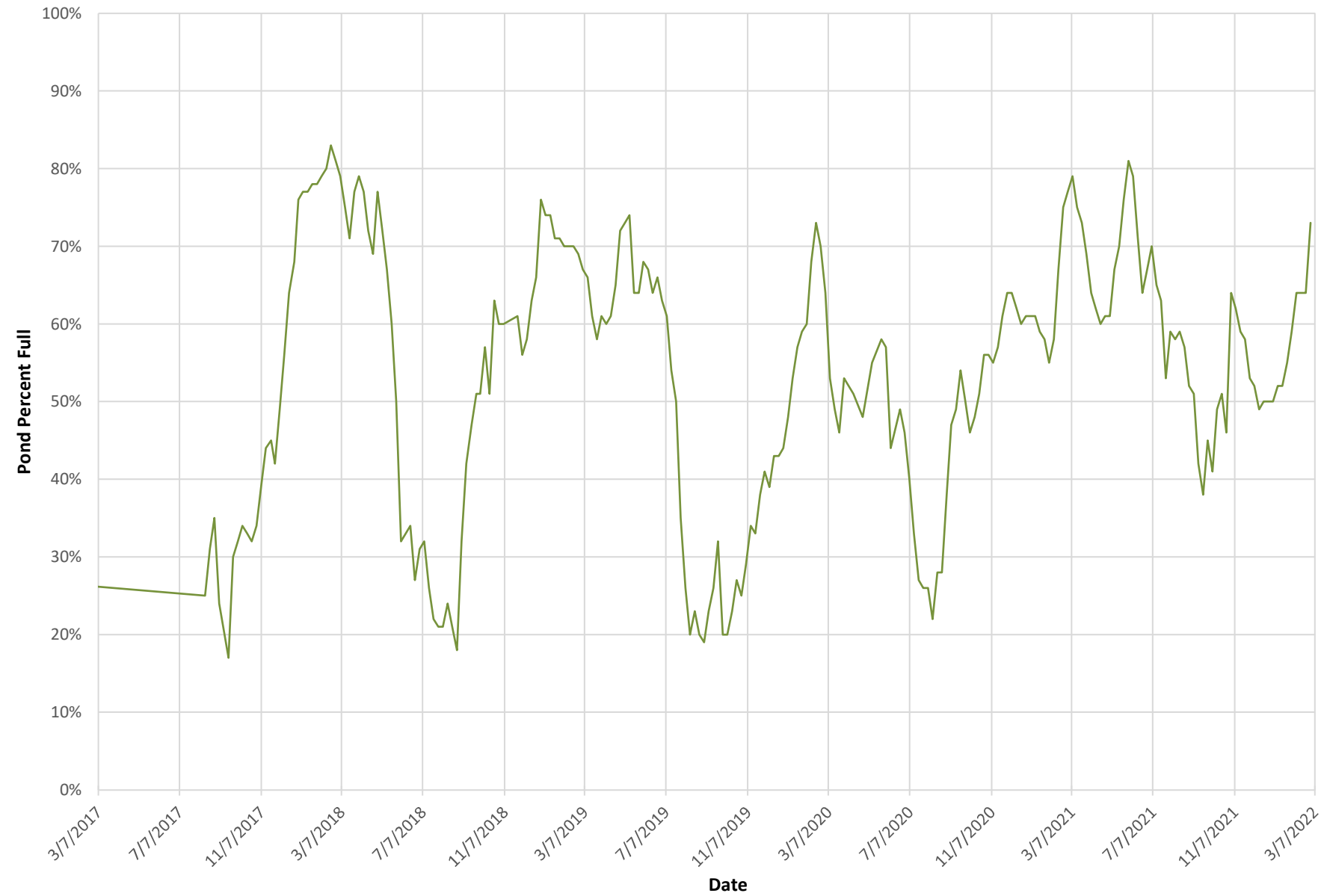
The project bid date was March 15<sup>th</sup>. Contract award at the March 2022 board meeting will be recommended based on the outcome of qualified bids.

**WTCPUA**  
**Wastewater 3-Month Average Daily Flow**



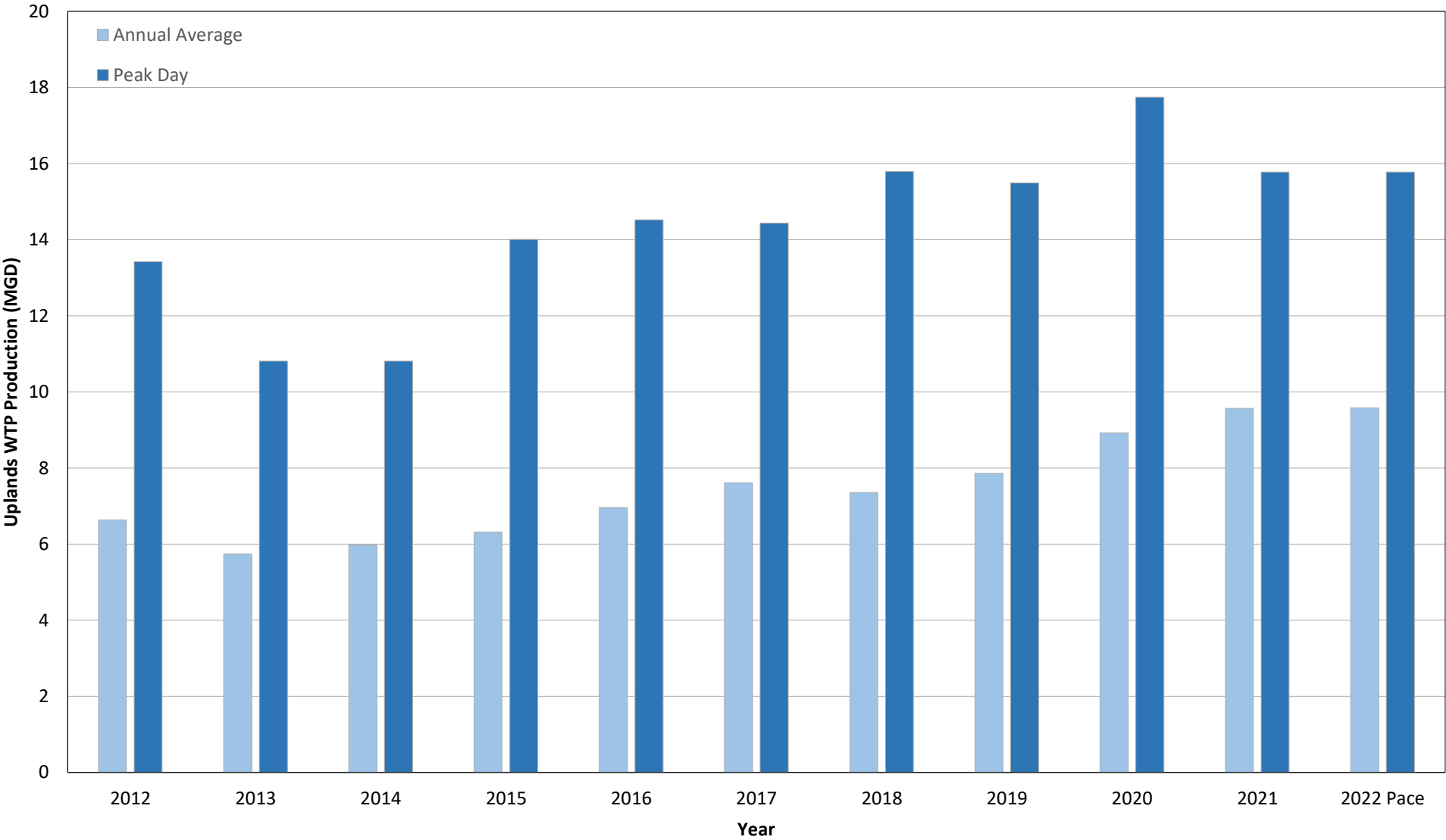
Murfee Engineering Co., Inc.  
Texas Registered Firm No. F-353  
1101 Capital of Texas Hwy., S., Bldg. D  
Austin, Texas 78746

WTCPUA 5 Year Combined Effluent Pond Levels

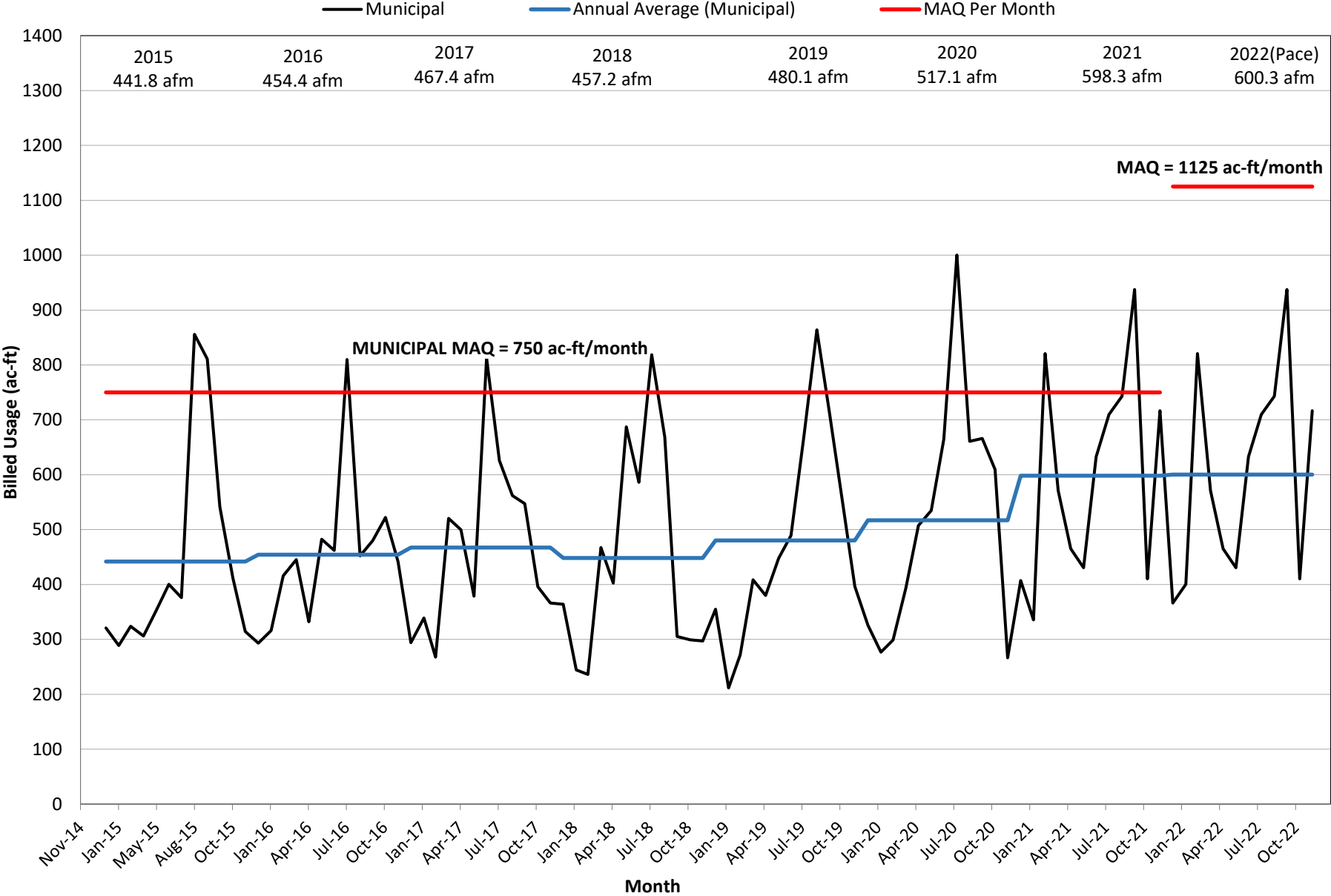


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1101 Capital of Texas Hwy., S.  
Bldg. D, Ste. 110  
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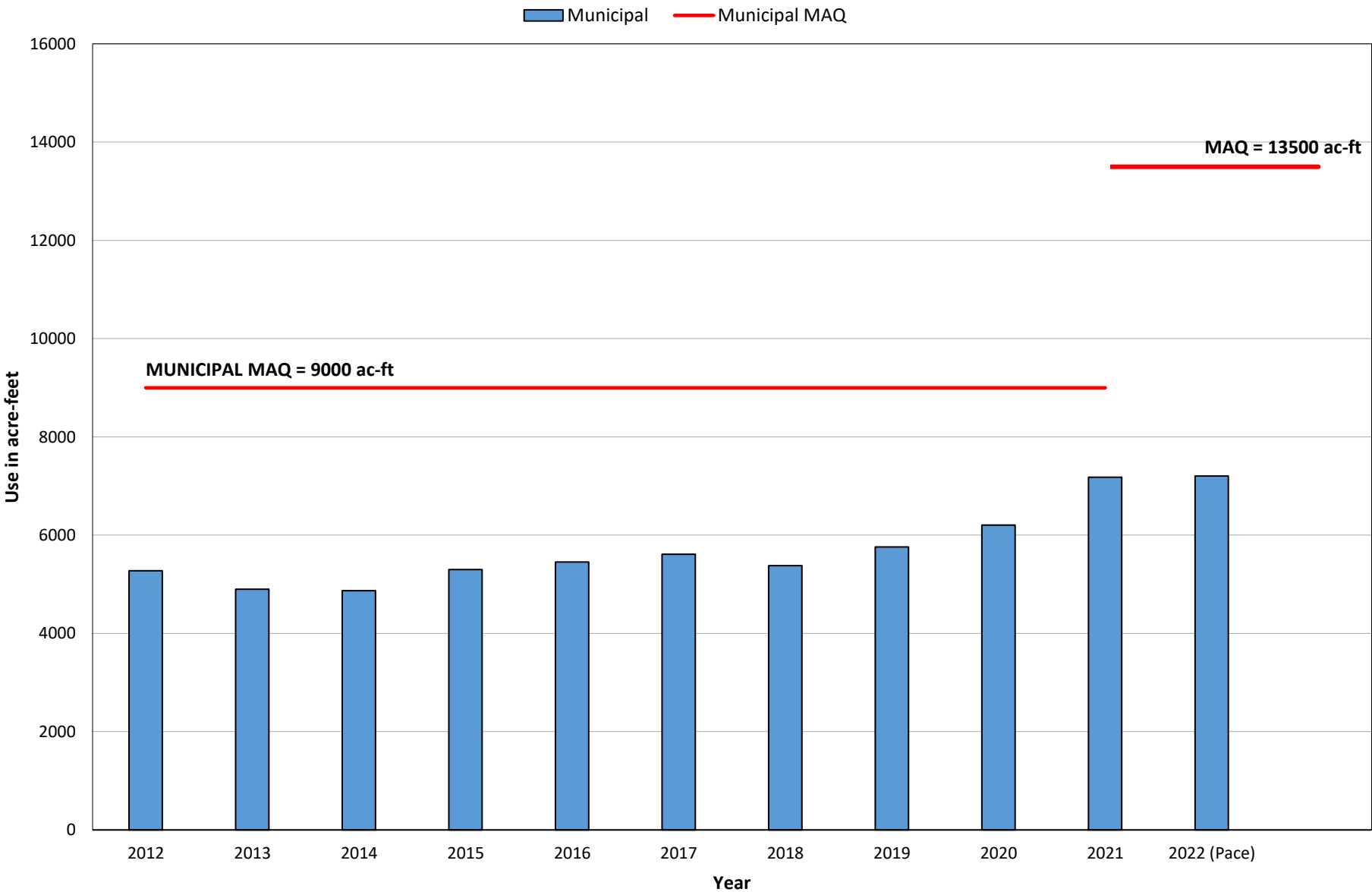
### WTCPUA Uplands Water Treatment Plant Production Annual Production



WTCPUA Municipal Raw Water Usage

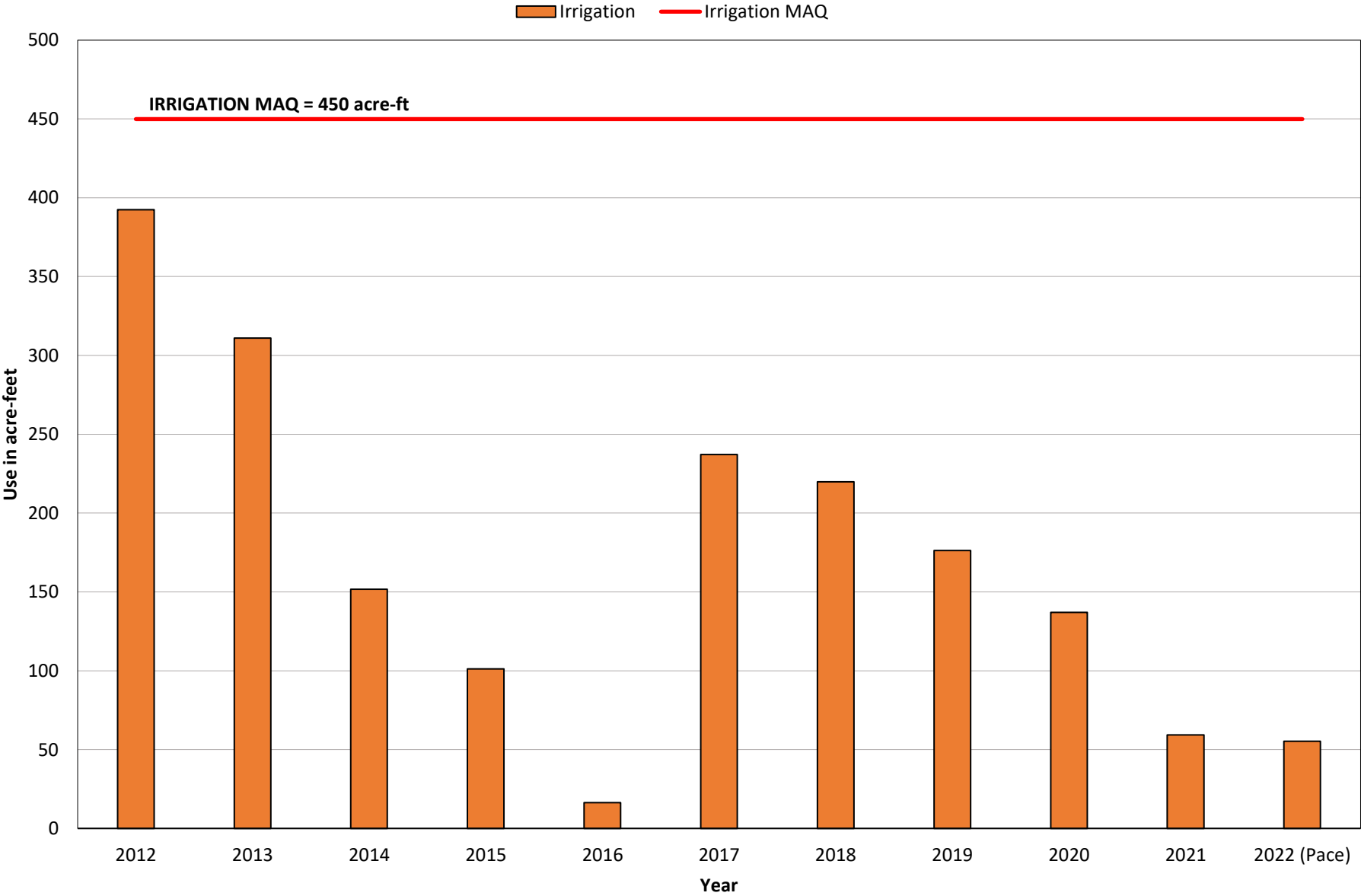


WTCPUA Annual Cumulative Municipal Raw Water Use





WTCPUA Annual Cumulative Irrigation Raw Water Use



WTCPUA Irrigation Raw Water Usage

