

**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 a meeting at 1:00 p.m. on Thursday, June 20, 2024 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. One or more members of the Board may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the Board will be present at the meeting location.

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

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

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA

- A. Approve minutes of April 29, 2024 Regular Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including:**
- C. Ratify payments approved by General Manager:**
 - 1. Landmark Structures, Pay Application #9, \$180,424.00, 1240 EST;**
 - 2. Landmark Structures, Pay Application #10, \$83,361.07, 1240 EST;**
- D. Approve Contractor Pay Requests and invoices including:**
 - 1. Austin Engineering, Co; Pay Application #2; \$11,328.75 – 1080 Transmission Main Segment B;**
 - 2. Landmark Structures, Pay Application #11, \$80,876.82, 1240 EST;**
 - 3. EVT Construction LLC, Pay Application #1, \$77,976.00, Ledgestone Terrace Water Line Relocation.**

- E. Approve purchase of two High Service Pump and Motor Assemblies Replacement, Uplands Water Treatment Plant, \$38,620.00, Payton Construction, Inc.**
- F. Approve Engagement Agreement between the PUA and Sheets & Crossfield, PLLC for preliminary condemnation consultation.**

V. NEW BUSINESS

- A. Discuss, consider and take action on Reimbursement Agreements with:**

- 1. Pearl Townhomes;**
- 2. Orchard Ranch;**
- 3. Bee Cave Urgent Care.**

- B. Discuss, consider and take action on Service Availability Letters and Non Standard Service Agreements for:**

- 1. Penn Tract, NSSA, 1497 water LUE's, 290 System;**
- 2. Life Family Church, SAL/NSSA, 23 water LUE's, 290 System;**
- 3. Blacks Family Hospitality, SAL/NSSA, 60 water LUE's, 290 System;**
- 4. Orchard Ranch, Third Amendment NSSA, 264 water LUE's, 290 System.**

- C. Discuss, consider and take action on Recommendation of Award for Southwest Parkway Pump Station Improvement Project (G. Murfee).**

- D. Discuss, consider and take action on Proposal from Murfee Engineering, Inc. for engineering services for Uplands Water Treatment Plant Transmission Main (G. Murfee).**

- E. Discuss, consider, and take action regarding Proposals for General Counsel Legal Services and Condemnation/Eminent Domain Legal Services. (J.Riechers)**

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

- F. Discuss, consider, and take action regarding condemnation proceedings for capital projects (J. Riechers/ G. Murfee)**

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

- a. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn temporary construction easement interests in and to 0.0696 acre and 0.1267 acre located at 9415 US Highway 290E and owned by OCCORP, LLC required for the construction of the Hwy 290 Transmission Main Project (Parcel 27TCE).**

- b. **Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn temporary construction easement interests in and to 0.9149 acre located at 10301 US Highway 290E and owned by 290 RANCH, LLC required for the construction of the Hwy 290 Transmission Main Project (Parcel 36TCE).**
 - c. **Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn a permanent waterline easement interest in and to 2.1925 acres, and temporary construction easement interests in and to 0.4591 acre and 0.4925 acre, located at 10115 West State Hwy 71 and owned by THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION, f/k/a The Nature Conservancy of Texas, Inc. required for the construction of the Hwy 290 Transmission Main Project (Parcel 5&6WE + 5&6TCE).**
 - d. **Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn temporary construction easement interests in and to 0.2479 acre located at 11886 Rim Rock Trail #3 and owned by ANCHOR EQUITIES, LTD. required for the construction of the Hwy 290 Transmission Main Project (Parcel 51TCE).**
- G. Discuss, consider and take action on WTCPUA construction of Hamilton Pool Road parallel line (S. Roberts).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- H. Discuss, consider and take action on Draft 2024 CIP project list (G. Murfee).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- I. Discuss, consider and take action on Term Sheet for Dripping Springs Water Supply Corporation Proposed Amended and Restated Wholesale Water Services Agreement (J. Riechers).**
(This item may be taken into Executive Session under the consultation with attorney exception).
- J. Discuss, consider and take action on disposition of surplus WTCPUA property (17 acres on Highway 71) (J. Creveling).**
(This item may be taken into Executive Session under the consultation with attorney and real property exception).
- K. Discuss, consider and take action on status of WTCPUA's Watering Restrictions (J. Riechers).**
- L. Discuss, consider and take action on upcoming meeting schedule (J. Riechers)**

VI. STAFF REPORTS

- A. **General Manager’s Report (J. Riechers).**
- B. **Controller’s Report (J. Smith).**
- C. **Operation’s Report (E. Morgan).**
- D. **Engineering Report (G. Murfee).**

VII. ADJOURNMENT

Dated: June 16, 2024



Jennifer Riechers
WTCPUA General Manager

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

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

IV. CONSENT AGENDA

ITEM A

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

April 29, 2024

Board:

Scott Roberts, President
Jack Creveling, Vice President
Walt Smith, Secretary/Treasurer
Clint Garza, Director

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Lauren J. Kalisek (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
(attended via conference call due to illness)
Kathryn Bibby (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Jason Baze (Murfee Engineering Company, Inc.), Agency Engineer
George Murfee (Murfee Engineering Company, Inc.), Agency Engineer
Dennis Lozano (Malone Wheeler), Agency Engineer

I. CALL TO ORDER

The meeting was called to order by President Roberts at 2:02 p.m.

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Jake Posey with Strategies 360 made introduction to the board.

IV. CONSENT AGENDA

- A. Approve minutes of February 15, 2024 Regular Board Meeting and March 21, 2024 Special Board Meeting.**
- B. Approve payment of invoices and other bookkeeping matters, including:**
 - 1. Quarterly Investment Report.**
- C. Ratify payments approved by General Manager:**
 - 1. G Creek Inc., Pay Application #9, \$127,986.42, Uplands WTP Renovation;**
 - 2. Landmark Structures, Pay Application #8, \$323,422.75, 1240 EST;**
 - 3. Udelhoven Oilfield System Service, Inc., Pay Application #1, \$354,219.50, Lake Pointe LS Rehab.**
- D. Approve Contractor Pay Requests and invoices including:**
 - 1. Austin Engineering, Co; Pay Application #1; \$52,250.00 – 1080 Transmission Main Segment B;**
 - 2. Udelhoven Oilfield System Service, Inc; Pay Application #2; \$227,628.02 – Lake Pointe Lift Station Rehab.**
- E. Approve purchase of blower for Lake Pointe Lift Station, \$55,992.00 ACFM, Inc.**
- F. Approve 2023 Annual Developer Reimbursement in the amount of \$639,040.60 to NASH Sweetwater, LLC per Wholesale Water Services Agreement between WTCPUA and Lazy Nine MUD 1A**

MOTION: A motion was made by Director Creveling to the Consent Agenda, presented in items IV. A-F of the Board Packet. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

V. NEW BUSINESS

- A. Discuss, consider and take action on Amendment to the Water and Sewer Development Policies (J. Riechers).**

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

President Roberts announced the Board would convene in Executive Session to discuss items marked for Executive Session at 2:25 p.m. The Board reconvened to open session at 4:25 p.m. The Board took action on the items as indicated below in open session.

This item was discussed in Executive Session under the Consultation with Attorney Exception pursuant to Texas Government Code, Section 551.074.

MOTION: A motion was made by Director Smith to approve item V. A, as presented in the Board Packet with the following additions for wholesale customers: provide for penalties for missed payments by wholesale customers; continue sole source requirements; and ensure that retail customers do not subsidize wholesale customers. The motion was seconded by President Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

B. Discuss, consider and take action on First Amendment to Water Facilities Lease and Services Agreement with Greenhawe Water Control and Improvement District No. 2.

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

This item was discussed in Executive Session under the Consultation with Attorney pursuant to Texas Government Code, Section 551.074.

MOTION: A motion was made by President Roberts to approve item V. B, as presented in the Board Packet. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

C. Discuss, consider and take action on Non Standard Service Agreements for:
1. Penn Tract, 1497 water LUE's, 290 System.

Discussion of this item was tabled and staff were directed to bring this item back to the June Board Meeting.

D. Discuss, consider and take action on Recommendation of Award for Southwest Parkway Pump Station Generator Installation Project (J. Riechers).

Jennifer Riechers presented this item. J. Riechers stated that Malone Wheeler had proposed installation of a generator at Southwest Pkwy. Dennis Lozano was present to answer questions from the Board regarding this project. J. Riechers advised the Board that installation of a generator at this location was critical. Director Roberts asked if impervious cover had already been coordinated. G. Murfee discussed the process by which the WTCPUA is coordinating overlapping projects.

MOTION: A motion was made by President Roberts to approve item V. D, as presented in the Board Packet. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

E. Discuss, consider and take action on Proposal from Murfee Engineering, Inc. for engineering services for a 12” Waterline Extension on Hwy. 290 (G. Murfee).

George Murfee presented this item. G. Murfee stated the Endeavor project had agreed to build a 12” waterline for their project. The developer had already provided funds for the project to the Agency. G. Murfee stated easements have been resolved and he feels comfortable moving forward with the project.

MOTION: A motion was made by Director Smith to approve item V. E, as presented in the Board Packet. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

F. Discuss, consider and take action on Proposal from Murfee Engineering, Inc. for Wholesale Flow Control Valve Design and Approvals (G. Murfee).

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

This item was discussed in Executive Session under the Consultation with Attorney Exception pursuant to Texas Government Code, Section 551.074.

MOTION: A motion was made by Director Creveling to approve item V. F, as presented in the Board Packet. The motion was seconded by President Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

G. Discuss, consider and take action on amendment to WTCPUA's Drought Contingency Plan (J. Riechers).

Jennifer Riechers presented this item. Director Creveling had questions regarding lake levels.

MOTION: A motion was made by President Roberts to approve item V. G., as presented in the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

H. Discuss, consider and take action on disposition of surplus WTCPUA property (17 acres on Highway 71) (J. Creveling).

(This item may be taken into Executive Session under the Consultation with Attorney and Real Property exception).

This item was discussed in Executive Session under the Consultation with Attorney and Real Property Exception pursuant to Texas Government Code, Section 551.074. No action was taken but staff were directed to bring this item back for discussion at the June Board meeting.

I. Discuss, consider and take action of updates to the PUA Organizational Chart (W. Smith).

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

This item was discussed in Executive Session under the Personnel Exception pursuant to Texas Government Code, Section 551.074. No action taken. Staff were provided with direction by the Board.

- J. Discuss, consider, and take action regarding WTCPUA general process for condemnation and authorization of General Manager to act on behalf of Agency in condemnation matters (J. Riechers/L. Kalisek)**
(This item may be taken into Executive Session under the consultation with attorney exception).

This item was discussed in Executive Session under the Consultation with Attorney Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were provided with direction by the Board.

- K. Discuss, consider, and take action regarding condemnation proceedings for capital projects (J. Riechers/ G. Murfee)**
(This item may be taken into Executive Session under the Real Property exception).

- a. Resolution Declaring the Public Necessity for Acquiring by Condemnation Certain Described Real Property Interests for Purposes of the Highway 290 Transmission Main Project, and Authorizing Legal Proceedings to Secure Right of Entry (9415 Highway 290, Austin, Texas 78736)**
- b. Resolution Declaring the Public Necessity for Acquiring by Condemnation Certain Described Real Property Interests for Purposes of the Highway 290 Transmission Main Project, and Authorizing Legal Proceedings to Secure Right of Entry (10301 U.S. Highway 290, Austin, Texas 78737)**
- c. Resolution Declaring the Public Necessity for Acquiring by Condemnation Certain Described Real Property Interests for Purposes of the Highway 290 Transmission Main Project, and Authorizing Legal Proceedings to Secure Right of Entry (10115 State Highway 71, Austin, Texas 78735).**

This item was discussed in Executive Session under the Real Property Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were directed to bring this item back for discussion during the June Board meeting.

- L. Discuss, consider and take action on Proposal from Malone Wheeler, Inc. for engineering study to determine feasibility of providing effluent for irrigation use in Lake Pointe (J. Riechers).**

Jennifer Riechers presented this item. J. Riechers stated that Agency needs to perform a feasibility study to determine whether providing effluent for irrigation use in Lake Pointe is an option. D. Lozano provided an explanation for the need to perform a study and an explanation on why the project should be funded by the WTCPUA.

MOTION: A motion was made by Director Garza to approve item V. L, as presented in the Board Packet. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Creveling, Smith and Garza

Voting Nay:

Abstained:

Absent: Director Bethke

M. Discuss, consider and take action on Circle Drive Pump Station and Ground Storage Tank project (G. Murfee).

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

This item was discussed in Executive Session under the Consultation with Attorney Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were provided with direction by the Board.

N. Discuss, consider and take action on Purchase Agreement for Easement on Parcel 36 for the 1080 Waterline.

(This item may be taken into Executive Session under the Real Property exception).

This item was discussed in Executive Session under the Real Property Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were provided with direction by the Board.

O. Discuss, consider and take action on Purchase Agreement for Easement on Parcel 14C for the 290 Transmission Main Project.

(This item may be taken into Executive Session under the Real Property exception).

This item was discussed in Executive Session under the Real Property Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were provided with direction by the Board.

P. Discuss, consider and take action on wholesale service contract requests (S. Roberts).

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

This item was discussed in Executive Session under the Consultation with Attorney Exception pursuant to Texas Government Code, Section 551.072. No action taken. Staff were provided with direction by the Board.

VI. STAFF REPORTS

A. General Manager’s Report (J. Riechers).

As presented in VI. A of the Board Packet.

B. Controller’s Report (J. Smith).

As presented in VI. B of the Board Packet.

C. Operation’s Report (E. Morgan).

As presented in VI. C of the Board Packet.

D. Engineering Report (G. Murfee).

As presented in VI. D of the Board Packet.

VII. ADJOURNMENT

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

The meeting was adjourned by President Roberts at 4:29 p.m.

PASSED AND APPROVED this 20th day of June 2024.

Walt Smith, Secretary
Board of Directors

ITEM B



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
01431	Maxwell Locke & Ritter LLP	04/02/2024	EFT	0.00	43,000.00	221
202247	Invoice	03/19/2024	Final Billing for Professional Serv thru 9/30...	0.00	43,000.00	
02779	Geotab USA, Inc	04/15/2024	EFT	0.00	496.74	223
IN378598	Invoice	03/31/2024	Fleet Management Software & GPS Tracki...	0.00	496.74	
02895	Jennifer Hoff	04/15/2024	EFT	0.00	8,000.00	224
2024.04	Invoice	04/01/2024	Public Relations Services	0.00	8,000.00	
02081	TX Health Benefits Pool	04/26/2024	EFT	0.00	36,091.52	225
PWESTTR12405	Invoice	05/01/2024	Employee Benefits - May 2024	0.00	36,091.52	
02644	Batteries Plus, LLC	04/01/2024	Regular	0.00	644.50	7354
P71308314	Invoice	03/21/2024	Battery-EMD Truck #1423	0.00	644.50	
02644	Batteries Plus, LLC	04/01/2024	Regular	0.00	-644.50	7354
00352	Champion Power Products, Inc	04/01/2024	Regular	0.00	2,778.86	7358
26346	Invoice	03/25/2024	WTP Unit #2 Trident #2 ACH pump replac...	0.00	2,778.86	
00352	Champion Power Products, Inc	04/01/2024	Regular	0.00	-2,778.86	7358
00648	Environmental Improvements, Inc.	04/01/2024	Regular	0.00	635.00	7360
054391	Invoice	03/06/2024	Bohls WWTP Pump #2 Replace ARV WO #...	0.00	635.00	
00648	Environmental Improvements, Inc.	04/01/2024	Regular	0.00	-635.00	7360
00752	Grainger	04/01/2024	Regular	0.00	177.84	7361
9058839268	Invoice	03/20/2024	Replace pressure switch EMD Fab Shop W...	0.00	109.87	
9059287665	Invoice	03/20/2024	LKPT WWTP Replace gaskets WO #4674	0.00	55.52	
9059602608	Invoice	03/20/2024	EMD Consumables LS #18	0.00	12.45	
00752	Grainger	04/01/2024	Regular	0.00	-177.84	7361
01434	McCoy's Building Supply	04/01/2024	Regular	0.00	-33.94	7362
01434	McCoy's Building Supply	04/01/2024	Regular	0.00	33.94	7362
38957	Invoice	03/19/2024	EMD Consumables	0.00	19.96	
6916561	Invoice	03/21/2024	Key for County Line PS #7	0.00	3.99	
7424494	Invoice	03/22/2024	LS #18 wash out vault WO #4687	0.00	9.99	
01543	Murfee Engineering Company Inc.	04/01/2024	Regular	0.00	-13,841.20	7364
01543	Murfee Engineering Company Inc.	04/01/2024	Regular	0.00	13,841.20	7364
50323	Invoice	03/08/2024	1240 Elevated Storage Tank Const Admin	0.00	12,746.20	
50336	Invoice	03/08/2024	The Pearl SER	0.00	932.50	
50336-2	Invoice	03/08/2024	Pearl Town Homes SER	0.00	162.50	
02752	Reyna Driving Systems LLC	04/01/2024	Regular	0.00	-9,500.00	7366
02752	Reyna Driving Systems LLC	04/01/2024	Regular	0.00	9,500.00	7366
74	Invoice	03/25/2024	CDL Training for Raymond Lopez & Patrick...	0.00	9,500.00	
01750	River City Hose & Supply	04/01/2024	Regular	0.00	-179.86	7367
01750	River City Hose & Supply	04/01/2024	Regular	0.00	179.86	7367
0209403-IN	Invoice	03/25/2024	Influent Valve & Actuators Treatment Unit...	0.00	179.86	
01915	Smith Pump Company, Inc.	04/01/2024	Regular	0.00	3,916.43	7368
1009329	Invoice	03/18/2024	WTP Trans pmp bldg repairs WO #4583	0.00	3,916.43	
01915	Smith Pump Company, Inc.	04/01/2024	Regular	0.00	-3,916.43	7368
02644	Batteries Plus, LLC	04/01/2024	Regular	0.00	644.50	7376
P71308314	Invoice	03/21/2024	Battery-EMD Truck #1423	0.00	644.50	

Check Report

Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00352	Champion Power Products, Inc	04/01/2024	Regular	0.00	2,778.86	7380
26346	Invoice	03/25/2024	WTP Unit #2 Trident #2 ACH pump replac...	0.00	2,778.86	
00648	Environmental Improvements, Inc.	04/01/2024	Regular	0.00	635.00	7382
054391	Invoice	03/06/2024	Bohls WWTP Pump #2 Replace ARV WO #...	0.00	635.00	
00752	Grainger	04/01/2024	Regular	0.00	177.84	7383
9058839268	Invoice	03/20/2024	Replace pressure switch EMD Fab Shop W...	0.00	109.87	
9059287665	Invoice	03/20/2024	LKPT WWTP Replace gaskets WO #4674	0.00	55.52	
9059602608	Invoice	03/20/2024	EMD Consumables LS #18	0.00	12.45	
01434	McCoy's Building Supply	04/01/2024	Regular	0.00	33.94	7384
38957	Invoice	03/19/2024	EMD Consumables	0.00	19.96	
6916561	Invoice	03/21/2024	Key for County Line PS #7	0.00	3.99	
7424494	Invoice	03/22/2024	LS #18 wash out vault WO #4687	0.00	9.99	
01543	Murfee Engineering Company Inc.	04/01/2024	Regular	0.00	13,841.20	7386
50323	Invoice	03/08/2024	1240 Elevated Storage Tank Const Admin	0.00	12,746.20	
50336	Invoice	03/08/2024	The Pearl SER	0.00	932.50	
50336-2	Invoice	03/08/2024	Pearl Town Homes SER	0.00	162.50	
02752	Reyna Driving Systems LLC	04/01/2024	Regular	0.00	9,500.00	7388
74	Invoice	03/25/2024	CDL Training for Raymond Lopez & Patrick...	0.00	9,500.00	
01750	River City Hose & Supply	04/01/2024	Regular	0.00	179.86	7389
0209403-IN	Invoice	03/25/2024	Influent Valve & Actuators Treatment Unit...	0.00	179.86	
01915	Smith Pump Company, Inc.	04/01/2024	Regular	0.00	3,916.43	7390
1009329	Invoice	03/18/2024	WTP Trans pmp bldg repairs WO #4583	0.00	3,916.43	
02630	American Water Works Association	04/12/2024	Regular	0.00	2,445.00	7395
7002198418	Invoice	02/19/2024	AWWA Annual Membership	0.00	2,445.00	
00102	Aqua-Tech Laboratories, Inc	04/12/2024	Regular	0.00	5,558.00	7396
70216	Invoice	03/28/2024	February 2024 Analysis - Bohls WWTP	0.00	1,576.00	
70217	Invoice	03/28/2024	February 2024 Analysis	0.00	1,092.00	
70218	Invoice	03/28/2024	February 2024 Analysis - Lakepointe WWTP	0.00	1,299.75	
70219	Invoice	03/28/2024	February 2024 Analysis WTP	0.00	204.25	
70230	Invoice	02/29/2024	February 2024 Analysis - Falconhead	0.00	693.00	
70231	Invoice	03/29/2024	February 2024 Analysis - Spanish Oaks	0.00	693.00	
00130	AT&T Mobility-CC	04/12/2024	Regular	0.00	855.00	7397
YRB022024	Invoice	03/24/2024	SCADA System Cellular Network 01/19/24...	0.00	855.00	
02646	BenMark Supply Company, Inc	04/12/2024	Regular	0.00	1,770.66	7398
3379311	Invoice	02/01/2024	LS #14 - Replace ARV's WO #4463 & WO #...	0.00	3,354.66	
3379344	Credit Memo	02/02/2024	Rtn Air Valve LS #14 - Replace ARV WO #4...	0.00	-1,584.00	
00245	Brenntag Southwest Inc.	04/12/2024	Regular	0.00	13,495.00	7400
BSW535479	Invoice	03/26/2024	Chlorine for WTP	0.00	13,495.00	
02522	Chameleon Industries	04/12/2024	Regular	0.00	5,922.96	7401
1243331	Invoice	04/02/2024	LAS for WTP	0.00	5,922.96	
02672	Cintas Corporation	04/12/2024	Regular	0.00	149.78	7402
5203988874	Invoice	03/27/2024	Medical Kit Replenishment @ WTP	0.00	75.33	
5203988880	Invoice	03/27/2024	Medical Kit Replenishment @ Lakepointe...	0.00	74.45	
00447	Core & Main LP	04/12/2024	Regular	0.00	192.43	7403
U605235	Invoice	03/26/2024	LM Tool for Truck #2404	0.00	192.43	
02903	Cy'Services	04/12/2024	Regular	0.00	5,186.30	7405
24-0025	Invoice	03/31/2024	Monthly Grounds Maintenance - March 2...	0.00	5,186.30	
00686	Ferguson Enterprises, Inc.	04/12/2024	Regular	0.00	487.91	7406

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Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1279434	Invoice	03/15/2024	13115 Trail Driver St Water Tap WO #4664	0.00	487.91	
00752	Grainger	04/12/2024	Regular	0.00	2,378.75	7407
9072786602	Invoice	04/02/2024	WTP-Install Unit #2 proces air compresso...	0.00	2,295.11	
9072786610	Invoice	04/02/2024	LS #1-Repair gate WO #4735	0.00	38.40	
9073064561	Invoice	04/02/2024	PS #7-Install supports for exhaust fans WO...	0.00	10.94	
9073064579	Invoice	04/02/2024	LS #1-Repair gate WO #4735	0.00	34.30	
00785	Hamilton Electric Works, Inc.	04/12/2024	Regular	0.00	626.34	7408
599757	Invoice	03/06/2024	LKPT WWTP-Odor control blower WO #41...	0.00	576.84	
600222	Invoice	04/01/2024	PS #2-Check impellor on Pump #1 WO #47...	0.00	49.50	
00842	HydroPro Solutions, LLC	04/12/2024	Regular	0.00	1,233.32	7409
IN102304	Invoice	03/26/2024	Network Monitoring System	0.00	1,233.32	
02655	Infosend, Inc	04/12/2024	Regular	0.00	5,312.36	7410
260163	Invoice	04/01/2024	Billing Support	0.00	5,312.36	
01266	LCRA	04/12/2024	Regular	0.00	537.00	7412
LAB-0073764	Invoice	03/28/2024	Lab Fees	0.00	537.00	
02889	Linde Gas & Equipment Inc.	04/12/2024	Regular	0.00	489.19	7413
42080775	Invoice	03/31/2024	LM Supplies for WO #4045	0.00	489.19	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	04/12/2024	Regular	0.00	36,109.78	7414
97547994	Invoice	02/14/2024	Sawyer Ranch 3A	0.00	3,115.38	
97548824	Invoice	03/12/2024	General Counsel	0.00	8,586.00	
97548825	Invoice	03/12/2024	General Operations	0.00	7,293.00	
97548828	Invoice	03/12/2024	City of Dripping Springs	0.00	4,546.00	
97548829	Invoice	03/12/2024	Dripping Springs WSC	0.00	747.00	
97548830	Invoice	03/12/2024	1080 Transmission Main	0.00	1,632.00	
97548832	Invoice	03/12/2024	Lake Pointe WWTP	0.00	408.00	
97548834	Invoice	03/12/2024	Sawyer Ranch Lot 3A	0.00	800.89	
97548840	Invoice	03/12/2024	300 Grace Lane Office	0.00	2,196.00	
97548845	Invoice	03/12/2024	1240 Transmission Main	0.00	96.00	
97548846	Invoice	03/12/2024	McCoy Corporation	0.00	1,168.00	
97548847	Invoice	03/12/2024	Silver Creek/Lunaroya SER	0.00	444.00	
97548848	Invoice	03/12/2024	Beck Crossing SER	0.00	325.00	
97548982	Invoice	03/18/2024	Hamad Litigation (CIP-1240)	0.00	3,587.00	
97549173	Invoice	03/25/2024	Bond Issuance - Easements	0.00	132.00	
975494269	Invoice	03/12/2024	Rough Hollow/TCMUD 12	0.00	192.00	
97549443	Invoice	03/13/2024	Cade Spirit Bend	0.00	189.44	
97549450	Invoice	03/13/2024	Spring Creek Preserve	0.00	66.54	
97549454	Invoice	03/13/2024	Hwy 290 Project	0.00	585.53	
01324	Lower Colorado River Authority	04/12/2024	Regular	0.00	117,727.77	7416
00549492-03/24	Invoice	03/29/2024	Purchase Water	0.00	114,821.28	
00549839-03/24	Invoice	03/29/2024	Purchase Water	0.00	2,906.49	
01349	Marcelo's Sand & Loam	04/12/2024	Regular	0.00	108.00	7417
584450	Invoice	03/31/2024	LS #2 - Comms - WO #4262	0.00	108.00	
01434	McCoy's Building Supply	04/12/2024	Regular	0.00	322.67	7418
7424391	Invoice	03/20/2024	MT Consumables Truck #2209	0.00	78.41	
7424664	Invoice	03/25/2024	5729 Krause Lane Unit 19 Sewer Repair W...	0.00	72.31	
7424789	Invoice	03/27/2024	Hydrant repairs RR 620 WO #4684	0.00	39.98	
7424818	Invoice	03/27/2024	Hydrant repairs RR 620 WO #4684	0.00	99.99	
7425594	Invoice	04/09/2024	Diesel Exhaust Fluid-LM Truck #2201	0.00	31.98	
01543	Murfee Engineering Company Inc.	04/12/2024	Regular	0.00	324,658.48	7420
50318	Invoice	03/08/2024	HPR Phase II Mud 22 Coordination	0.00	5,438.59	
50322	Invoice	03/08/2024	Uplands WTP 5 MGD Expansion - CIP	0.00	181,393.20	
50324	Invoice	03/08/2024	290 Parallel Water TM Easement Acquisti...	0.00	109,267.94	

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Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
50328	Invoice	03/08/2024	Ledgestone Terrace Waterline Relocation	0.00	1,201.25	
50329	Invoice	03/08/2024	AWS Task	0.00	12,367.50	
50330	Invoice	03/08/2024	Pearl WL Extension	0.00	1,182.50	
50331	Invoice	03/08/2024	620 Widening Utilities Relocation	0.00	1,770.00	
50332	Invoice	03/08/2024	Effluent Disposal Development-SADDS Fal...	0.00	2,753.75	
50333	Invoice	03/08/2024	Impact Fee Study 2024	0.00	2,967.50	
50334	Invoice	03/08/2024	Bear Creek Pass Waterline	0.00	4,853.75	
50343	Invoice	03/08/2024	Silver Creek/Lunaroya SER	0.00	975.00	
50348	Invoice	03/08/2024	Reimers-Peacock	0.00	487.50	
01657	Precision Calibrate Meter Services	04/12/2024	Regular	0.00	165.00	7422
2050	Invoice	03/29/2024	LKPT WWTP-Install cover for RPZ WO #47...	0.00	165.00	
02508	Quadient Postage Funding	04/12/2024	Regular	0.00	100.00	7423
7711 2024.04	Invoice	04/01/2024	Postage Fees	0.00	100.00	
02909	Sheridan Environmental	04/12/2024	Regular	0.00	4,411.00	7425
17201904	Invoice	03/31/2024	Sludge Disposal - Bohls WWTP	0.00	4,411.00	
02029	Texas Excavation Safety System, Inc.	04/12/2024	Regular	0.00	627.90	7426
24-04668	Invoice	03/31/2024	Message Fees - March 2024	0.00	627.90	
02037	The Bridge Group	04/12/2024	Regular	0.00	14,630.00	7427
2024-0102	Invoice	03/29/2024	Monthly Construction Inspection Fees	0.00	14,630.00	
02855	The Posey Law Firm PC	04/12/2024	Regular	0.00	7,000.00	7431
6355	Invoice	03/01/2024	Lobby Services - March 2024	0.00	3,500.00	
6427	Invoice	04/01/2024	Lobby Services - April 2024	0.00	3,500.00	
02108	Travis County MUD No 16	04/12/2024	Regular	0.00	33,563.70	7432
2024.03	Invoice	03/31/2024	Wastewater Billing Collections	0.00	33,563.70	
02125	TRP Construction Group, LLC	04/12/2024	Regular	0.00	1,050.00	7433
00011566	Invoice	03/31/2024	LM Stock Supplies	0.00	1,050.00	
02133	Tyler Technologies, Inc	04/12/2024	Regular	0.00	14,108.45	7434
025-460071	Invoice	04/01/2024	Insite Transaction Fees - Quarterly Billing	0.00	14,086.25	
025-46468	Invoice	04/01/2024	Subscription - Utility Billing Notification Cal..	0.00	22.20	
02138	United Site Services of Texas, Inc.	04/12/2024	Regular	0.00	174.25	7435
INV-4413559	Invoice	04/10/2024	County Line Pump Station - 12004 W Hwy ...	0.00	174.25	
02785	US OXO, LLC	04/12/2024	Regular	0.00	-84.40	7436
02785	US OXO, LLC	04/12/2024	Regular	0.00	84.40	7436
36095	Invoice	02/29/2024	Rental/Lease for Acetylene and Oxygen Cyl..	0.00	41.36	
36601	Invoice	03/31/2024	Rental/Lease for Acetylene and Oxygen Cyl..	0.00	43.04	
02143	USA BlueBook	04/12/2024	Regular	0.00	315.79	7437
INV00314124	Invoice	03/22/2024	Clean up @ LP WWTP WO #4704	0.00	98.95	
INV00314253	Invoice	03/22/2024	Clean up @ LP WWTP WO #4704	0.00	216.84	
02174	Waste Management of Texas	04/12/2024	Regular	0.00	2,135.34	7438
0190486-2161-9	Invoice	03/25/2024	Garbage Service 04/01/24-04/30/24	0.00	2,135.34	
02177	Wastewater Transport Services, LLC	04/12/2024	Regular	0.00	107,725.93	7439
11127621	Invoice	03/13/2024	Sludge Disposal - WTP Pond	0.00	34,683.12	
11127665	Invoice	03/08/2024	Bohls WWTS-Emergency sludge disposal ...	0.00	6,016.56	
11127727	Invoice	03/31/2024	Sludge Disposal - Lakepointe WWTP	0.00	53,901.25	
11127739	Invoice	03/31/2024	Sludge Disposal - WTP	0.00	13,125.00	
00018	ACT Pipe & Supply	04/19/2024	Regular	0.00	3,583.10	7482
S101061214.001	Invoice	03/07/2024	LM Consumables	0.00	600.84	
S101073177.001	Invoice	03/07/2024	LM Stock Supplies	0.00	2,982.26	
00369	Chem Equip	04/19/2024	Regular	0.00	3,480.00	7483

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Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6929	Invoice	03/28/2024	Service Call on Chlorine System @ WTP W...	0.00	3,480.00	
00447	Core & Main LP	04/19/2024	Regular	0.00	2,426.02	7484
U686605	Invoice	04/10/2024	LM Stock Supplies	0.00	2,426.02	
00452	Corrpro Companies, Inc.	04/19/2024	Regular	0.00	400.00	7485
754528	Invoice	03/28/2024	Annual Service for Water Storage Tanks/Cl...	0.00	400.00	
00752	Grainger	04/19/2024	Regular	0.00	523.63	7486
9071505912	Invoice	04/01/2024	EMD Stock Supplies	0.00	205.30	
9071880869	Invoice	04/01/2024	EMD Stock Supplies	0.00	318.33	
01434	McCoy's Building Supply	04/19/2024	Regular	0.00	249.55	7487
6917736	Invoice	04/12/2024	LM Supplies for TR-05	0.00	107.98	
7425902	Invoice	04/15/2024	Locate fire hydrants & valves-WO #4474	0.00	29.67	
7425965	Invoice	04/15/2024	Raising valve stacks WO #4777	0.00	111.90	
02915	Scott, Douglass & McConnico, LLP	04/19/2024	Regular	0.00	6,176.04	7488
304118	Invoice	03/26/2024	Belvedere Homeowners v. Prlt Partners	0.00	6,176.04	
02143	USA BlueBook	04/19/2024	Regular	0.00	2,353.92	7489
INV00320866	Invoice	04/01/2024	LM Stock Supplies	0.00	1,613.68	
INV00326650	Invoice	04/05/2024	Lab Supplies for WTP	0.00	740.24	
02886	WFG National Title Company of Texas, LLC	04/19/2024	Regular	0.00	32,196.20	7490
Hwy 290 Project...	Invoice	04/19/2024	Hwy 290 Project-Easement P53 SWOaks2...	0.00	32,196.20	
02894	AMDT LLC	04/25/2024	Regular	0.00	475.00	7492
818565	Invoice	04/14/2024	Monthly Drug Testing	0.00	475.00	
02672	Cintas Corporation	04/25/2024	Regular	0.00	260.42	7493
5205062327	Invoice	04/03/2024	Medical Kit Replenishment - Admin Office	0.00	10.92	
9265902894	Invoice	04/01/2024	Waterbreak Cooler Agreement - Admin Off..	0.00	49.50	
9265904310	Invoice	04/01/2024	ZollPlus AED Bohls WWTP	0.00	100.00	
9265905114	Invoice	04/01/2024	ZollPlus AED WTP	0.00	100.00	
00447	Core & Main LP	04/25/2024	Regular	0.00	630.58	7494
U123710	Invoice	04/10/2024	LM Stock Supplies	0.00	630.58	
00725	Generator Field Services LLC	04/25/2024	Regular	0.00	9,843.95	7495
GFS8608	Invoice	04/10/2024	Complete Machine Service-EQ-11	0.00	4,770.71	
GFS8611	Invoice	04/10/2024	Equipment Service-EQ-05	0.00	1,888.02	
GFS8613	Invoice	04/11/2024	Service Call-EQ-15	0.00	3,185.22	
00771	Guardian Industrial Supply LLC	04/25/2024	Regular	0.00	766.00	7496
088431	Invoice	04/01/2024	PS #2-Check impellor on Pump #1 WO #47...	0.00	766.00	
01349	Marcelo's Sand & Loam	04/25/2024	Regular	0.00	2,729.28	7498
584449	Invoice	03/31/2024	Stock Material - PS#7	0.00	2,729.28	
01434	McCoy's Building Supply	04/25/2024	Regular	0.00	426.20	7499
6917651	Invoice	04/11/2024	LM Supplies for EQ-05	0.00	59.99	
6917813	Invoice	04/15/2024	LM Supplies for TR-05	0.00	13.98	
6917814	Invoice	04/15/2024	FM 1826-Locate & expose valves WO #44...	0.00	55.92	
6917815	Invoice	04/15/2024	FM 1826-Locate & expose valves WO #44...	0.00	15.40	
6917830	Invoice	04/15/2024	FM 1826-Locate & expose valves WO #44...	0.00	106.91	
6917848	Invoice	04/15/2024	Geneva & 290-Raise Valve Stack WO #4774	0.00	99.80	
7425573	Invoice	04/09/2024	EMD Consumables Truck #2203	0.00	29.21	
7426275	Invoice	04/19/2024	Sewer line break-WO #4785	0.00	44.99	
00416	City of Austin	04/02/2024	Bank Draft	0.00	812.28	DFT0002974
224323460044	Invoice	03/14/2024	Utility Expense	0.00	95.72	
398319634401	Invoice	03/15/2024	Utility Expense	0.00	477.81	
540252140884	Invoice	03/18/2024	Utility Expense	0.00	238.75	

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Date Range: 04/01/2024 - 04/30/2024

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
02773 122787201031424	Spectrum Enterprise Invoice	03/14/2024	04/02/2024 Internet & Fiber Connection - WTP	Bank Draft	0.00 0.00	838.37 838.37	DFT0002977
00133 6073277808	AT&T- Internet Invoice	03/11/2024	04/04/2024 Internet & Phone Service Admin	Bank Draft	0.00 0.00	933.14 933.14	DFT0002979
00416 040781305416	City of Austin Invoice	03/27/2024	04/08/2024 Utility Expense	Bank Draft	0.00 0.00	114.20 114.20	DFT0002980
02066 184751201032124	Spectrum Invoice	03/21/2024	04/08/2024 Internet Lakepointe & WTP - Phone Servic...	Bank Draft	0.00 0.00	479.86 479.86	DFT0002981
02700 95894019	WEX Bank Invoice	03/23/2024	04/08/2024 Fuel Purchases	Bank Draft	0.00 0.00	6,552.76 6,552.76	DFT0002982
02862 2024.04.01	Divvy Inc. Invoice	04/01/2024	04/02/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	10,331.94 10,331.94	DFT0003002
00416 441277799114	City of Austin Invoice	04/02/2024	04/12/2024 Utility Expense	Bank Draft	0.00 0.00	25,102.21 25,102.21	DFT0003003
02862 2024.04.08	Divvy Inc. Invoice	04/08/2024	04/09/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	7,500.47 7,500.47	DFT0003031
02756 609436-040324	Enterprise FM Trust Invoice	04/03/2024	04/22/2024 Enterprise Fleet Monthly Vehicle Charges	Bank Draft	0.00 0.00	24,331.12 24,331.12	DFT0003032
01583 6419 - 2024.04	Office Depot Invoice	04/04/2024	04/30/2024 Office Supplies for Admin Office	Bank Draft	0.00 0.00	835.75 835.75	DFT0003033
00128 20240405	AT&T Invoice	04/05/2024	04/30/2024 Telephone Expense - Consolidated Bill	Bank Draft	0.00 0.00	1,562.37 1,562.37	DFT0003034
01629 0927 2024.04 0950 2024.04 5199 2024.04 6270 2024.04 6483 2024.04 6972 2024.04	Pedernales Invoice Invoice Invoice Invoice Invoice Invoice	04/06/2024 04/06/2024 04/06/2024 04/06/2024 04/06/2024 04/06/2024	04/30/2024 Electric Charges - Pump Station 7 New Me... Electric Charges - Pump Station 7 Electric Charges - EST 2 Electric Charges - Pump Station 5 Electric Charges - Pump Station 7 Electric Expense - Pump Station 6	Bank Draft	0.00 0.00 0.00 0.00 0.00 0.00	9,444.29 4,076.22 37.50 48.88 1,543.35 3,700.84 37.50	DFT0003035
00175 4972 - 2024.04	Truist - Main Office 4972 Invoice	04/05/2024	04/26/2024 Credit Card Purchases	Bank Draft	0.00 0.00	522.07 522.07	DFT0003036
00183 9968 - 2024.04	Truist - Smith Invoice	04/05/2024	04/26/2024 Credit Card Purchases	Bank Draft	0.00 0.00	284.09 284.09	DFT0003037
00180 8238 - 2024.04	Truist - Sarot Invoice	04/05/2024	04/26/2024 Credit Card Purchases	Bank Draft	0.00 0.00	40.91 40.91	DFT0003038
00179 5532 - 2024.04	Truist - Riechers Invoice	04/05/2024	04/26/2024 Credit Card Purchases	Bank Draft	0.00 0.00	1,003.41 1,003.41	DFT0003039
02862 2024.04.09	Divvy Inc. Invoice	04/09/2024	04/09/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	20.24 20.24	DFT0003040
02862 2024.04.15	Divvy Inc. Invoice	04/15/2024	04/16/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	9,914.39 9,914.39	DFT0003042
00416 071721808251	City of Austin Invoice	04/09/2024	04/29/2024 Utility Expense	Bank Draft	0.00 0.00	103,845.98 103,845.98	DFT0003043
02862 2024.04.24	Divvy Inc. Invoice	04/24/2024	04/24/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	52.94 52.94	DFT0003044
02862	Divvy Inc.		04/25/2024	Bank Draft	0.00	105.88	DFT0003046

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Date Range: 04/01/2024 - 04/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2024.04.25	Invoice	04/25/2024	Divvy Card Purchases	0.00	105.88	
00416	City of Austin		04/29/2024 Bank Draft	0.00	505.53	DFT0003047
398598762419	Invoice	04/16/2024	Utility Expense	0.00	505.53	
00416	City of Austin		04/29/2024 Bank Draft	0.00	87.51	DFT0003048
399438979859	Invoice	04/11/2024	Utility Expense	0.00	87.51	
00416	City of Austin		04/29/2024 Bank Draft	0.00	20,636.10	DFT0003049
718043572095	Invoice	04/12/2024	Utility Expense	0.00	20,636.10	
02862	Divvy Inc.		04/23/2024 Bank Draft	0.00	13,343.70	DFT0003054
2024.04.22	Invoice	04/22/2024	Divvy Card Purchases	0.00	13,343.70	
02862	Divvy Inc.		04/30/2024 Bank Draft	0.00	638.02	DFT0003056
2024.04.30	Invoice	04/30/2024	Divvy Card Purchases	0.00	83.22	
2024.04.30 1	Invoice	04/30/2024	Divvy Card Purchases	0.00	554.80	
02862	Divvy Inc.		04/30/2024 Bank Draft	0.00	6,413.27	DFT0003059
2024.04.29	Invoice	04/29/2024	Divvy Card Purchases	0.00	6,413.27	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	150	69	0.00	841,593.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	10	0.00	-31,792.03
Bank Drafts	36	28	0.00	246,252.80
EFT's	4	4	0.00	87,588.26
	190	111	0.00	1,143,642.64

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	150	69	0.00	841,593.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	10	0.00	-31,792.03
Bank Drafts	36	28	0.00	246,252.80
EFT's	4	4	0.00	87,588.26
	190	111	0.00	1,143,642.64

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	4/2024	1,143,642.64
			1,143,642.64



West Travis County Public Utility Agency

Check Report

By Check Number

Date Range: 05/01/2024 - 05/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank-AP Bank						
00825	Hill Country Texas Galleria, LLC	05/03/2024	EFT	0.00	17,069.82	227
110B05012024	Invoice	05/01/2024	Lease Expense	0.00	17,069.82	
02764	Malone Wheeler, Inc	05/03/2024	EFT	0.00	34,268.90	228
24287	Invoice	04/10/2024	General Engineering Services	0.00	802.50	
24288	Invoice	04/10/2024	EPP W1 Generators	0.00	897.00	
24289	Invoice	04/10/2024	Southwest Parkway PS Generator - EPP W2	0.00	10,459.40	
24290	Invoice	04/10/2024	RWI & WTP Emergency Power Feasibility S...	0.00	3,235.00	
24291	Invoice	04/10/2024	Uplands WTP Sludge Dewatering	0.00	13,397.50	
24292	Invoice	04/10/2024	Effluent Mgmt Master Plan Implementati...	0.00	5,477.50	
01911	Silver Electric and Solar	05/03/2024	EFT	0.00	3,524.55	229
1002359	Invoice	04/15/2024	WTP HSP BLDG-Replace exit signs WO #47...	0.00	680.00	
1002374	Invoice	04/29/2024	EM Materials for County Line Bldg WO# 4...	0.00	2,844.55	
02934	Udelhoven Oilfield System Services, Inc.	05/03/2024	EFT	0.00	227,628.02	230
Lake Pointe Lift S...	Invoice	02/29/2024	Lake Pointe Lift Station Rehabilitation-Pay...	0.00	227,628.02	
02977	Betty Jean Bruner	05/03/2024	EFT	0.00	11,000.00	231
Hwy 290 Project...	Invoice	05/02/2024	Hwy 290 Project-Easement P41 Betty Jean...	0.00	11,000.00	
01551	NASH Sweetwater LLC	05/03/2024	EFT	0.00	639,040.60	232
SH 71 CY 2023 De...	Invoice	04/30/2024	SH 71 CY 2023 Developer Reimbursement	0.00	639,040.60	
02779	Geotab USA, Inc	05/10/2024	EFT	0.00	496.74	233
IN382315	Invoice	04/30/2024	Fleet Management Software & GPS Tracki...	0.00	496.74	
02895	Jennifer Hoff	05/10/2024	EFT	0.00	8,000.00	234
2024.05	Invoice	05/01/2024	Public Relations Services	0.00	8,000.00	
02764	Malone Wheeler, Inc	05/10/2024	EFT	0.00	615.00	235
24293	Invoice	04/10/2024	Drought Contingency Plan Updates & Filing	0.00	477.50	
24294	Invoice	04/10/2024	Bee Cave Elementary WW Conversion	0.00	137.50	
02764	Malone Wheeler, Inc	05/16/2024	EFT	0.00	32,088.63	236
24392	Invoice	05/08/2024	Southwest Parkway PS Generator - EPP W2	0.00	4,531.13	
24393	Invoice	05/08/2024	Uplands WTP Sludge Dewatering	0.00	750.00	
24394	Invoice	05/08/2024	Drought Contingency Plan Updates & Filing	0.00	12,875.00	
24395	Invoice	05/08/2024	Effluent Mgmt Master Plan Implementati...	0.00	12,007.50	
24396	Invoice	05/08/2024	Bee Cave Elementary WW Conversion	0.00	1,925.00	
01911	Silver Electric and Solar	05/22/2024	EFT	0.00	2,530.00	237
1002382	Invoice	05/14/2024	PS #2-Rehab lighting with LED retrofit WO ...	0.00	2,530.00	
00825	Hill Country Texas Galleria, LLC	05/28/2024	EFT	0.00	13,341.58	238
110B06012024	Invoice	06/01/2024	Lease Expense	0.00	13,341.58	
02081	TX Health Benefits Pool	05/28/2024	EFT	0.00	35,248.07	239
PWESTTR12406	Invoice	06/01/2024	Employee Benefits - June 2024	0.00	35,248.07	
00014	Access Controls of Austin	05/02/2024	Regular	0.00	5,012.50	7518
44138	Invoice	03/29/2024	WTP-Main gate repairs WO #4775	0.00	512.50	
44161	Invoice	04/22/2024	LS #17 Replace gate & rolling cantilever ...	0.00	4,500.00	
02787	AW Chesterton Company	05/02/2024	Regular	0.00	3,067.75	7519
IN004343913	Invoice	04/24/2024	RWI-Complete general pump and motor ...	0.00	3,067.75	
02646	BenMark Supply Company, Inc	05/02/2024	Regular	0.00	2,376.47	7520

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3387898	Invoice	04/25/2024	LS #14 - Replace ARV's WO #4464	0.00	2,376.47	
02672	Cintas Corporation		05/02/2024 Regular	0.00	179.06	7521
5205062356	Invoice	04/03/2024	Medical Kit Replenishment - Bohls WWTP	0.00	29.75	
5209206082	Invoice	04/30/2024	Medical Kit Replenishment - Admin Office	0.00	49.31	
9265905236	Invoice	04/01/2024	ZollPlus AED Lakepointe WWTP	0.00	100.00	
00636	Elliott Electric Supply, Inc		05/02/2024 Regular	0.00	850.50	7522
173-35588-01	Invoice	04/24/2024	EM Materials for County Line Bldg WO# 4...	0.00	850.50	
02755	Fed Ex		05/02/2024 Regular	0.00	92.00	7523
273756561318	Invoice	04/27/2024	RWI-Complete general pump and motor ...	0.00	92.00	
00725	Generator Field Services LLC		05/02/2024 Regular	0.00	3,807.05	7524
GFS8598	Invoice	04/01/2024	Service Call @ LS #18	0.00	1,388.25	
GFS8621	Invoice	04/17/2024	Service-Home Depot PS #2	0.00	2,418.80	
00752	Grainger		05/02/2024 Regular	0.00	5,240.92	7525
9071880851	Invoice	04/01/2024	WTP-Install Unit #2 procees air compresso...	0.00	109.50	
9074992257	Invoice	04/03/2024	Bohls WWTP-Replace corroded weigh WO...	0.00	86.10	
9080843254	Invoice	04/09/2024	WTP Unit #2-Replace high level floats WO ...	0.00	811.69	
9084062190	Invoice	04/11/2024	WTP Unit #2-Replace high level floats WO ...	0.00	13.52	
9084768440	Invoice	04/12/2024	EMD Consumables	0.00	276.27	
9085204387	Invoice	04/12/2024	WTP-Replace chem diamonds WO #4773	0.00	183.17	
9085551720	Invoice	04/15/2024	EMD Consumables	0.00	54.99	
9101909134	Invoice	04/29/2024	Equipment for shop addition WO #4156	0.00	1,600.79	
9101909142	Invoice	04/29/2024	Equipment for shop addition WO #4156	0.00	2,104.89	
00756	Green Oasis Landscapes		05/02/2024 Regular	0.00	568.68	7526
38225	Invoice	05/01/2024	Quarterly Plant Maintenance	0.00	568.68	
00785	Hamilton Electric Works, Inc.		05/02/2024 Regular	0.00	310.73	7527
600299	Invoice	04/04/2024	PS #2-Check impellor on Pump #1 WO #47...	0.00	310.73	
00823	Hill Country Office Systems		05/02/2024 Regular	0.00	367.75	7529
7329	Invoice	03/26/2024	Quarterly Maintenance	0.00	367.75	
00850	Impact Fire Services, LLC		05/02/2024 Regular	0.00	3,005.00	7530
10619215	Invoice	04/24/2024	Bohls WWTP-Replace fire alarm control p...	0.00	3,005.00	
00866	J & K Utility Services		05/02/2024 Regular	0.00	6,720.00	7531
6493	Invoice	04/01/2024	LKPT WWTP Repairs-WO #4428 & WO #45...	0.00	4,440.00	
6501	Invoice	04/23/2024	LKPT WWTP - Install PCV on Pump #1 WO ...	0.00	2,280.00	
01328	Lubrication Engineers		05/02/2024 Regular	0.00	2,184.07	7532
IN526552	Invoice	04/23/2024	EMD Oil for Equipment	0.00	2,184.07	
01434	McCoy's Building Supply		05/02/2024 Regular	0.00	26.97	7533
7425854	Invoice	04/12/2024	WD Consumables-Truck #2104	0.00	26.97	
02868	Monarch AM LLC		05/02/2024 Regular	0.00	5,592.50	7534
1034	Invoice	03/27/2024	Influent Valve & Actuators Treatment Unit...	0.00	1,912.50	
1038	Invoice	04/25/2024	Influent Valve & Actuators Treatment Unit...	0.00	3,680.00	
02820	Oil Changers		05/02/2024 Regular	0.00	28.00	7535
41040 June23	Invoice	05/01/2024	Car wash	0.00	28.00	
01654	PostNet TX144		05/02/2024 Regular	0.00	20.56	7536
560157	Invoice	04/19/2024	FedEx-Easement P53 SWOaks290 Holding	0.00	20.56	
01657	Precision Calibrate Meter Services		05/02/2024 Regular	0.00	825.00	7537
2053	Invoice	04/14/2024	Repair Raw Water Meter WO #4791	0.00	825.00	
01707	Ready Refresh		05/02/2024 Regular	0.00	101.93	7538
04D0126896174	Invoice	04/18/2024	Water Delivery & Rental Fees	0.00	101.93	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
01915 1009585	Smith Pump Company, Inc. Invoice	04/25/2024	05/02/2024 Regular LKPT WWTP-Decant pumps 1&2 Install spa...	0.00 0.00	472.00 472.00	7539
02045 1680-6	The Sherwin-Williams Co Invoice	04/29/2024	05/02/2024 Regular LKPT WWTP PLT #1-Replace damaged I-Be...	0.00 0.00	111.47 111.47	7540
02136 8905	Ultimate Crane Services LLC Invoice	04/23/2024	05/02/2024 Regular WTP Chem Bldg-Crane inspection for RMP ...	0.00 0.00	1,040.00 1,040.00	7541
02143 INV00324620 INV00338141 INV00338271	USA BlueBook Invoice Invoice Invoice	04/03/2024 04/17/2024 04/17/2024	05/02/2024 Regular Lab Supplies for WTP Lab Supplies for WTP Supplies for WTP	0.00 0.00 0.00	672.95 324.09 328.41 20.45	7542
02768 879555	Westbrook Metals, Inc Invoice	04/10/2024	05/02/2024 Regular LKPT-Install shade cover over CL2 bottles ...	0.00 0.00	39.00 39.00	7543
00101 1041476	Aqua-Aerobic Systems, Inc. Invoice	03/25/2024	05/02/2024 Regular Effluent filter repair & service LP WWTP ...	0.00 0.00	7,788.00 7,788.00	7544
00144 1080 Transmissio...	Austin Engineering Inc Invoice	03/31/2024	05/02/2024 Regular 1080 Transmission Main Segment B - Pay ...	0.00 0.00	52,250.00 52,250.00	7545
00245 BSW537041 BSW537042	Brenntag Southwest Inc. Invoice Invoice	04/03/2024 04/03/2024	05/02/2024 Regular Chlorine for Bohls WWTP Chlorine for Lakepointe WWTP	0.00 0.00 0.00	4,933.50 2,242.50 2,691.00	7546
02976 Falconhead Golf E.	FH Texas Management Co., LLC Invoice	04/30/2024	05/02/2024 Regular Falconhead Golf Effluent Rebate Credit	0.00 0.00	12,994.80 12,994.80	7547
00692 512459	Fluid Meter Service, Corp Invoice	04/10/2024	05/02/2024 Regular PS #1 Pump#1-Control Val Actuat Spare ...	0.00 0.00	7,800.00 7,800.00	7548
00725 GFS8607 GFS8609	Generator Field Services LLC Invoice Invoice	04/10/2024 04/10/2024	05/02/2024 Regular Complete Machine Service-EQ-15 Complete Machine Service-EQ-14	0.00 0.00 0.00	10,503.80 5,033.09 5,470.71	7549
02914 PS-INV108769	Lone Star Blower, Inc. Invoice	04/05/2024	05/02/2024 Regular Blower rental for LP WWTP WO #4388	0.00 0.00	5,550.00 5,550.00	7550
02752 79	Reyna Driving Systems LLC Invoice	04/19/2024	05/02/2024 Regular CDL Training for Clarence Taylor	0.00 0.00	4,750.00 4,750.00	7551
02027 FAL01618 4/24	Texas Community Propane, Ltd Invoice	04/10/2024	05/02/2024 Regular Gas Expense 3925 Sugarloaf Dr	0.00 0.00	20.04 20.04	7552
02138 INV-4413377	United Site Services of Texas, Inc. Invoice	04/10/2024	05/02/2024 Regular Bee Cave EST - 5010 Avispa Bonita	0.00 0.00	343.38 343.38	7553
02026 INV0001882	Texas Commission on Environmental Quality Invoice	05/09/2024	05/09/2024 Regular Permit # WQ0013594001-Renew App & M...	0.00 0.00	2,165.00 2,165.00	7554
00001 5034	180 Office Solutions, LLC Invoice	05/02/2024	05/09/2024 Regular Office Furniture - CS Desks	0.00 0.00	3,870.52 3,870.52	7572
00018 S101060915.001	ACT Pipe & Supply Invoice	03/07/2024	05/09/2024 Regular LM Stock Supplies	0.00 0.00	895.83 895.83	7573
00102 70289 70799 70800 70801 70802 70803	Aqua-Tech Laboratories, Inc Invoice Invoice Invoice Invoice Invoice Invoice	04/21/2024 04/29/2024 04/29/2024 04/29/2024 04/29/2024 04/29/2024	05/09/2024 Regular March 2024 Analysis Uplands WTP March 2024 Analysis - Bohls WWTP March 2024 Analysis Permit Renewal-Bohl... March 2024 Analysis March 2024 Analysis - Lakepointe WWTP March 2024 Analysis Permit Renewal-Lake...	0.00 0.00 0.00 0.00 0.00 0.00	10,446.00 5,919.75 1,507.00 358.75 806.00 1,291.50 358.75	7574

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
70804	Invoice	04/29/2024	March 2024 Analysis WTP	0.00	204.25	
00130	AT&T Mobility-CC	05/09/2024	Regular	0.00	855.00	7575
YRB032024	Invoice	04/24/2024	SCADA System Cellular Network 03/19/24...	0.00	855.00	
00209	Bill Bailey's Signs Corp.	05/09/2024	Regular	0.00	5,569.73	7576
18309	Invoice	04/25/2024	Watering Restrictions Stage 2 Custom Signs	0.00	5,569.73	
02767	Bohls Bearing & Power Transmission Service	05/09/2024	Regular	0.00	1,061.95	7577
68623	Invoice	04/04/2024	PS #2-Check impellor on Pump #1 WO #47...	0.00	324.39	
68624	Invoice	04/04/2024	OTC for Truck #703	0.00	88.78	
68738	Invoice	04/16/2024	PS #2-Check impellor on Pump #1 WO #47...	0.00	648.78	
00245	Brenntag Southwest Inc.	05/09/2024	Regular	0.00	13,495.00	7578
BSW540435	Invoice	04/18/2024	Chlorine for WTP	0.00	13,495.00	
02672	Cintas Corporation	05/09/2024	Regular	0.00	632.57	7579
5208279735	Invoice	04/24/2024	Medical Kit Replenishment @ Lakepointe...	0.00	7.15	
5208279747	Invoice	04/24/2024	Medical Kit Replenishment @ WTP	0.00	159.89	
5209206046	Invoice	04/30/2024	Medical Kit Replenishment - Bohls WWTP	0.00	116.03	
9270093206	Invoice	05/01/2024	ZollPlus AED WTP	0.00	100.00	
9270095183	Invoice	05/01/2024	Waterbreak Cooler Agreement - Admin Off..	0.00	49.50	
9270095276	Invoice	05/01/2024	ZollPlus AED Bohls WWTP	0.00	100.00	
9270095385	Invoice	05/01/2024	ZollPlus AED Lakepointe WWTP	0.00	100.00	
00457	CP&Y	05/09/2024	Regular	0.00	10,651.75	7580
WTCP1800076.00.	Invoice	04/23/2024	Uplands WTP Trident/Office Building & Hi ...	0.00	10,651.75	
02903	Cy'Services	05/09/2024	Regular	0.00	5,186.30	7581
24-0036	Invoice	04/30/2024	Monthly Grounds Maintenance - April 2024	0.00	5,186.30	
00603	DSHS Central Lab	05/09/2024	Regular	0.00	828.00	7582
CEN.CD0580320...	Invoice	04/02/2024	Lab Fees	0.00	828.00	
00725	Generator Field Services LLC	05/09/2024	Regular	0.00	16,673.09	7583
GFS8610	Invoice	04/10/2024	Complete Machine Service-EQ-10	0.00	4,420.00	
GFS8612	Invoice	04/10/2024	Complete Machine Service-EQ-08	0.00	5,535.00	
GFS8620	Invoice	04/24/2024	Complete Machine Service-EQ-07	0.00	5,033.09	
GFS8626	Invoice	04/24/2024	Service-Piper Jetter EQ-10	0.00	1,124.00	
GFS8627	Invoice	04/24/2024	Service-Ditch Witch EQ-09	0.00	561.00	
00752	Grainger	05/09/2024	Regular	0.00	565.03	7584
9112754958	Invoice	05/08/2024	Trim-out for Maintenance Building CL WO ...	0.00	565.03	
00784	Half Associates, Inc.	05/09/2024	Regular	0.00	3,490.50	7585
10117923	Invoice	04/22/2024	Engineering Review - Twisted Oaks Office ...	0.00	555.00	
10117924	Invoice	04/22/2024	Engineering Review - Rim Rock Trail	0.00	1,275.00	
10117925	Invoice	04/22/2024	Engineering Review - Ledgestone Terrace	0.00	736.00	
10117926	Invoice	04/22/2024	Engineering Review-10 Federal Constructi...	0.00	924.50	
02655	Infosend, Inc	05/09/2024	Regular	0.00	5,471.62	7587
261843	Invoice	05/01/2024	Billing Support	0.00	5,471.62	
01200	Kor Terra	05/09/2024	Regular	0.00	6,200.00	7588
24846	Invoice	05/01/2024	Locate Management 4/27/24-4/26/25	0.00	6,200.00	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	05/09/2024	Regular	0.00	29,447.00	7589
97549618	Invoice	04/30/2024	General Counsel	0.00	8,250.00	
97549619	Invoice	04/30/2024	General Operations	0.00	6,222.00	
97549620	Invoice	04/30/2024	City of Dripping Springs	0.00	6,202.00	
97549621	Invoice	04/30/2024	Dripping Springs WSC	0.00	4,323.00	
97549623	Invoice	04/30/2024	Live Oak Springs NSSA	0.00	1,699.00	
97549624	Invoice	04/30/2024	1080 Transmission Main	0.00	648.00	
97549625	Invoice	04/30/2024	Anarene Tract Hill Tract SER	0.00	627.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
97549627	Invoice	04/30/2024	Lake Pointe WWTP	0.00	624.00	
97549629	Invoice	04/30/2024	Rough Hollow/TCMUD 12	0.00	756.00	
97549632	Invoice	04/30/2024	All Stor Westlake	0.00	64.00	
97549641	Invoice	04/30/2024	Silver Creek/Lunaroya SER	0.00	16.00	
97549642	Invoice	04/30/2024	Penn Ranch	0.00	16.00	
01324	Lower Colorado River Authority	05/09/2024	Regular	0.00	120,784.39	7590
0054942-4/24	Invoice	04/30/2024	Purchase Water	0.00	120,784.39	
01349	Marcelo's Sand & Loam	05/09/2024	Regular	0.00	308.69	7591
587544	Invoice	04/30/2024	Leveling Dump Fee - PS#7	0.00	36.00	
587545	Invoice	04/30/2024	Standard Base - PS#7	0.00	272.69	
01434	McCoy's Building Supply	05/09/2024	Regular	0.00	723.07	7593
6917800	Invoice	04/15/2024	Locate 6" Main line on Oak Branch-WO #4...	0.00	57.41	
6918080	Invoice	04/18/2024	LM Supplies for TR-05	0.00	35.99	
6918151	Invoice	04/19/2024	Disassemble Pressure Tank-WO #4045	0.00	118.28	
6918309	Invoice	04/23/2024	Trim-out for Maintenance Building CL WO ...	0.00	235.58	
6918416	Invoice	04/24/2024	LM Tool for Truck #802	0.00	24.99	
6918439	Invoice	04/24/2024	Trim-out for Maintenance Building CL WO ...	0.00	11.29	
6918454	Invoice	04/24/2024	Trim-out for Maintenance Building CL WO ...	0.00	25.26	
6918649	Invoice	04/29/2024	Raising valves stacks-Hwy 290 WO #4776	0.00	72.45	
6918785	Invoice	04/30/2024	Raising valve stacks WO #4777	0.00	19.96	
6918886	Invoice	05/01/2024	LM Stock Supply for Truck #802	0.00	5.99	
6918887	Invoice	05/01/2024	LM Stock Supply for Truck #2202	0.00	5.99	
6918888	Invoice	05/01/2024	LM Stock Supply for Truck #2404	0.00	5.99	
7425272	Invoice	04/04/2024	MT Consumables-Truck #2303	0.00	52.95	
7426787	Invoice	04/29/2024	WD Consumables-Truck #2104	0.00	20.97	
7427335	Invoice	05/07/2024	Hydrant hit in front of Sonesta Hotel-WO ...	0.00	29.97	
01543	Murfee Engineering Company Inc.	05/09/2024	Regular	0.00	466,949.90	7594
50535	Invoice	04/11/2024	Beneficial Water Recycling Facility Design ...	0.00	325.00	
50536	Invoice	04/11/2024	Bohls WWTP Exp Design, Approval & Const..	0.00	16,783.75	
50537	Invoice	04/11/2024	1080 Transmission Main Esmts Design, Ap...	0.00	3,630.00	
50538	Invoice	04/11/2024	1240 Transmission Main CIP Project	0.00	1,690.00	
50539	Invoice	04/11/2024	Lakepointe WWTP Influent Lift Station Re...	0.00	1,360.00	
50540	Invoice	04/11/2024	Water Distribution System Model Update ...	0.00	1,120.00	
50541	Invoice	04/11/2024	Circle Drive PS & GST Ph 1	0.00	17,646.25	
50542	Invoice	04/11/2024	HPR Phase II Mud 22 Coordination	0.00	692.50	
50543	Invoice	04/11/2024	HPR Phase II Transmission Main Eng Desig...	0.00	3,092.50	
50545	Invoice	04/11/2024	Uplands WTP Expansion Site Permit Modif...	0.00	13,451.25	
50546	Invoice	04/11/2024	Uplands WTP 5 MGD Expansion - CIP	0.00	198,738.74	
50547	Invoice	04/11/2024	1240 Elevated Storage Tank Const Admin	0.00	29,031.18	
50548	Invoice	04/11/2024	290 Parallel Water TM Easement Acquisti...	0.00	74,334.98	
50549	Invoice	04/11/2024	General Eng Services FYE 9/30/2024	0.00	23,341.25	
50551	Invoice	04/11/2024	Ledgestone Terrace Waterline Relocation	0.00	3,197.50	
50552	Invoice	04/11/2024	AWS Task	0.00	15,206.25	
50553	Invoice	04/11/2024	Pearl WL Extension	0.00	633.75	
50554	Invoice	04/11/2024	620 Widening Utilities Relocation	0.00	1,152.50	
50556	Invoice	04/11/2024	Impact Fee Study 2024	0.00	9,866.25	
50557	Invoice	04/11/2024	Bear Creek Pass Waterline	0.00	2,672.50	
50558	Invoice	04/11/2024	SW Pkwy PS Expansion to 7,000gpm Firm ...	0.00	31,038.75	
50559	Invoice	04/11/2024	The Backyard & Terrace Offsite Water Imp...	0.00	325.00	
50560	Invoice	04/11/2024	Double L Ranch SER	0.00	1,555.00	
50561	Invoice	04/11/2024	TCWCID 18 Interconnect SER Application	0.00	248.75	
50562	Invoice	04/11/2024	Cannon SER	0.00	162.50	
50563	Invoice	04/11/2024	Wild Ridge SER	0.00	650.00	
50564	Invoice	04/11/2024	Preservation Ranch SER	0.00	2,062.50	
50567	Invoice	04/11/2024	Live Oak Springs SER	0.00	137.50	
50568	Invoice	04/11/2024	Pearl Town Homes SER	0.00	650.00	
50570	Invoice	04/11/2024	Dripping Springs WSC SER	0.00	162.50	

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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	
50572	Invoice	04/11/2024	Huthnace Ranch SER	0.00	162.50	
50573	Invoice	04/11/2024	Silver Creek/Lunaroya SER	0.00	325.00	
50574	Invoice	04/11/2024	CoDS Agreement (City of Dripping Springs)	0.00	9,947.50	
50575	Invoice	04/11/2024	Harris Tract SER	0.00	812.50	
50576	Invoice	04/11/2024	Penn Tract SER	0.00	325.00	
50577	Invoice	04/11/2024	The Pearl SER	0.00	418.75	
01558	Nelisa Heddin Consulting, LLC	05/09/2024	Regular	0.00	27,370.00	7598
0000543	Invoice	05/01/2024	Utility Rate Study 50% Completion	0.00	27,370.00	
01657	Precision Calibrate Meter Services	05/09/2024	Regular	0.00	1,800.00	7599
2056	Invoice	04/20/2024	Meter Verification	0.00	1,800.00	
02508	Quadient Postage Funding	05/09/2024	Regular	0.00	200.00	7600
7711 2024.05	Invoice	05/01/2024	Postage Fees	0.00	200.00	
01750	River City Hose & Supply	05/09/2024	Regular	0.00	519.70	7601
0211585-IN	Invoice	05/01/2024	LM Supplies for EQ-09	0.00	431.86	
0211586-IN	Invoice	05/01/2024	LM Supplies for TR-04	0.00	87.84	
02915	Scott, Douglass & McConnico, LLP	05/09/2024	Regular	0.00	1,805.40	7602
304549	Invoice	04/22/2024	Belvedere Homeowners v. Prlt Partners	0.00	1,805.40	
02013	Techline Pipe, LP	05/09/2024	Regular	0.00	636.19	7603
1144630-00	Invoice	05/07/2024	Hydrant hit in front of Sonesta Hotel-WO ...	0.00	636.19	
02029	Texas Excavation Safety System, Inc.	05/09/2024	Regular	0.00	859.05	7604
24-07229	Invoice	04/30/2024	Message Fees - April 2024	0.00	859.05	
02037	The Bridge Group	05/09/2024	Regular	0.00	13,160.00	7605
2024-0103	Invoice	04/25/2024	Monthly Construction Inspection Fees	0.00	13,160.00	
02855	The Posey Law Firm PC	05/09/2024	Regular	0.00	3,500.00	7610
6501	Invoice	05/01/2024	Lobby Services - May 2024	0.00	3,500.00	
02137	United Rentals, Inc.	05/09/2024	Regular	0.00	150.00	7611
233098214-001	Invoice	04/25/2024	LM Excavation Safety CPT Training	0.00	150.00	
02138	United Site Services of Texas, Inc.	05/09/2024	Regular	0.00	174.25	7612
INV-4481958	Invoice	05/08/2024	County Line Pump Station - 12004 W Hwy ...	0.00	174.25	
02785	US OXO, LLC	05/09/2024	Regular	0.00	42.20	7613
37112	Invoice	04/30/2024	Rental/Lease for Acetylene and Oxygen Cyl..	0.00	42.20	
02174	Waste Management of Texas	05/09/2024	Regular	0.00	2,131.86	7614
0191950-2161-3	Invoice	04/24/2024	Garbage Service 05/01/24-05/31/24	0.00	2,131.86	
02177	Wastewater Transport Services, LLC	05/09/2024	Regular	0.00	3,512.75	7615
11127983	Invoice	04/02/2024	Emergency Sludge Disposal @ Bohls WO #...	0.00	3,512.75	
00013	Absolute Propane	05/15/2024	Regular	0.00	54.00	7616
369495	Invoice	04/11/2024	Fuel for Forklift	0.00	54.00	
02646	BenMark Supply Company, Inc	05/15/2024	Regular	0.00	212.21	7617
3388749	Invoice	05/03/2024	EMD Stock Supplies	0.00	212.21	
00209	Bill Bailey's Signs Corp.	05/15/2024	Regular	0.00	526.00	7618
18288	Invoice	05/08/2024	WTP-Replace chem diamonds WO #4773	0.00	526.00	
02918	Cintas -Uniforms	05/15/2024	Regular	0.00	1,841.45	7619
4186983164	Invoice	03/20/2024	Uniforms	0.00	339.13	
4187711417	Invoice	03/27/2024	Uniforms	0.00	339.13	
4188434402	Invoice	04/03/2024	Uniforms	0.00	339.13	
4189153575	Invoice	04/10/2024	Uniforms	0.00	322.94	
4189873668	Invoice	04/17/2024	Uniforms	0.00	272.96	

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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	
4190588631	Invoice	04/24/2024	Uniforms	0.00	228.16	
00547	Dedicated Controls LLC	05/15/2024	Regular	0.00	2,352.50	7623
13359	Invoice	05/02/2024	PS #7 - T/S Level transmitter in GST WO# ...	0.00	2,352.50	
00752	Grainger	05/15/2024	Regular	0.00	387.62	7624
9109644303	Invoice	05/06/2024	Annual PM on Network Ring-WO #4844	0.00	349.66	
9113134028	Invoice	05/09/2024	WTP-Polymer carry water line WO #4786	0.00	37.96	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	05/15/2024	Regular	0.00	788.09	7625
97549630	Invoice	04/30/2024	Sawyer Ranch 3A	0.00	176.59	
97549634	Invoice	04/30/2024	Provence	0.00	512.00	
97549773	Invoice	04/30/2024	Hamad Litigation (CIP-1240)	0.00	99.50	
01434	McCoy's Building Supply	05/15/2024	Regular	0.00	107.27	7626
6918335	Invoice	04/23/2024	MT Consumables for Truck #2304	0.00	12.97	
6918984	Invoice	05/03/2024	MT Consumables for Truck #2305	0.00	10.99	
7427121	Invoice	05/03/2024	MT Consumables Truck #2209	0.00	52.97	
7427480	Invoice	05/09/2024	EMD Consumables Truck #2203	0.00	30.34	
01543	Murfee Engineering Company Inc.	05/15/2024	Regular	0.00	7,467.50	7627
50555	Invoice	04/11/2024	Effluent Disposal Development-SADDS Fal...	0.00	7,467.50	
02820	Oil Changers	05/15/2024	Regular	0.00	289.99	7628
41040 APRIL23	Invoice	05/01/2024	Car wash	0.00	23.00	
41040 DEC22	Invoice	05/01/2024	Car wash	0.00	8.00	
41040 DEC23	Invoice	05/01/2024	Car wash	0.00	10.00	
41040 FEB23	Invoice	05/01/2024	Car wash	0.00	10.00	
41040 JULY23	Invoice	05/01/2024	Car wash	0.00	172.99	
41040 MARCH23	Invoice	05/01/2024	Car wash	0.00	10.00	
41040 MAY23	Invoice	05/01/2024	Car wash	0.00	23.00	
41040 SEP23	Invoice	05/01/2024	Car wash	0.00	33.00	
02143	USA BlueBook	05/15/2024	Regular	0.00	125.95	7630
INV00359500	Invoice	05/08/2024	LS #6 - T/S High Level	0.00	125.95	
02177	Wastewater Transport Services, LLC	05/15/2024	Regular	0.00	15,737.28	7631
11128100	Invoice	04/10/2024	Emergency sludge disposal-15924 Grumbl...	0.00	4,723.69	
11128201	Invoice	04/16/2024	Emergency Cleaning - LS #8	0.00	5,499.06	
11128286	Invoice	04/23/2024	Emergency Sludge Disposal-Lakepointe	0.00	3,467.03	
11128343	Invoice	04/30/2024	Sludge Disposal - Bohls WWTP	0.00	2,047.50	
02768	Westbrook Metals, Inc	05/15/2024	Regular	0.00	538.38	7632
881215	Invoice	05/02/2024	LKPT WWTP PLT #1-Replace damaged I-Be...	0.00	430.00	
881361	Invoice	05/02/2024	LKPT WWTP PLT #1-Replace damaged I-Be...	0.00	108.38	
00001	180 Office Solutions, LLC	05/21/2024	Regular	0.00	405.00	7633
5041	Invoice	05/16/2024	Office Furniture - CS Desks	0.00	405.00	
02786	American Fasteners, INC	05/21/2024	Regular	0.00	5.41	7634
5704191	Invoice	05/16/2024	EMD Consumable-Truck #2101	0.00	5.41	
00245	Brenntag Southwest Inc.	05/21/2024	Regular	0.00	13,495.00	7635
BSW543157	Invoice	05/01/2024	Chlorine for WTP	0.00	13,495.00	
02522	Chameleon Industries	05/21/2024	Regular	0.00	6,221.92	7636
1243725	Invoice	05/06/2024	LAS for WTP	0.00	6,221.92	
00462	Crocker Crane Rentals	05/21/2024	Regular	0.00	783.20	7637
1089094	Invoice	05/08/2024	PS #1-Install Motor on pump #2 WO #4805	0.00	783.20	
00725	Generator Field Services LLC	05/21/2024	Regular	0.00	6,493.50	7638
GFS8639	Invoice	05/08/2024	Emergency service call-forklift WTP EQ-16	0.00	1,723.50	
GFS8642	Invoice	05/10/2024	Complete Machine Service-EQ-09	0.00	4,770.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00752	Grainger	05/21/2024	Regular	0.00	2,367.23	7639
9118552299	Invoice	05/14/2024	Equipment for shop addition WO #4156	0.00	1,667.30	
9118552307	Invoice	05/14/2024	Equipment for shop addition WO #4156	0.00	299.30	
9118552315	Invoice	05/14/2024	RWI-Complete general pump and motor ...	0.00	188.60	
9121175856	Invoice	05/16/2024	EMD Consumables	0.00	212.03	
00842	HydroPro Solutions, LLC	05/21/2024	Regular	0.00	1,233.32	7640
IN102499	Invoice	04/30/2024	Network Monitoring System	0.00	1,233.32	
00850	Impact Fire Services, LLC	05/21/2024	Regular	0.00	165.00	7641
10615307	Invoice	03/01/2024	Fire Alarm Monitoring - Chem. Bldg	0.00	165.00	
02982	Lake Hills Congregation of Jehovah's Witnesses,	05/21/2024	Regular	0.00	30,240.00	7642
P12 Lake Hills Co...	Invoice	05/17/2024	Hwy 290 Project-Easement P12 Lake Hills ...	0.00	30,240.00	
02914	Lone Star Blower, Inc.	05/21/2024	Regular	0.00	5,550.00	7643
PS-INV108885	Invoice	05/06/2024	Blower rental for LP WWTP WO #4388	0.00	5,550.00	
01349	Marcelo's Sand & Loam	05/21/2024	Regular	0.00	787.91	7644
588284	Invoice	05/10/2024	Leveling Dump Fee - PS#7	0.00	108.00	
588285	Invoice	05/10/2024	3/8 F Crushed Lime - PS #7 County Line	0.00	679.91	
01434	McCoy's Building Supply	05/21/2024	Regular	0.00	391.89	7645
6919364	Invoice	05/09/2024	LM Consumables	0.00	4.99	
6919366	Invoice	05/09/2024	LM Consumables	0.00	25.47	
6919595	Invoice	05/14/2024	LM Consumables	0.00	208.95	
7427384	Invoice	05/08/2024	WD Stock Supplies & Tool-Truck #2401	0.00	73.96	
7427528	Invoice	05/10/2024	LM Consumables	0.00	31.47	
7427738	Invoice	05/14/2024	Padlock-WO #4869	0.00	22.99	
7427944	Invoice	05/16/2024	Repair sewer leak WO #4885	0.00	24.06	
01750	River City Hose & Supply	05/21/2024	Regular	0.00	822.41	7646
0212146-IN	Invoice	05/10/2024	LM Stock Supplies for Truck #702 & 2202	0.00	822.41	
02909	Sheridan Environmental	05/21/2024	Regular	0.00	3,265.00	7647
17201942	Invoice	04/30/2024	Sludge Disposal - Bohls WWTP	0.00	3,265.00	
02013	Techline Pipe, LP	05/21/2024	Regular	0.00	2,560.96	7648
1142814-00	Invoice	05/15/2024	LM Stock Supplies - County Line	0.00	2,560.96	
02027	Texas Community Propane, Ltd	05/21/2024	Regular	0.00	27.23	7649
FAL01618 5/24	Invoice	05/08/2024	Gas Expense 3925 Sugarloaf Dr	0.00	27.23	
02043	The Reynolds Company	05/21/2024	Regular	0.00	1,024.85	7650
24614770-00	Invoice	05/20/2024	Automation Control Hardware Product Dir...	0.00	1,024.85	
02138	United Site Services of Texas, Inc.	05/21/2024	Regular	0.00	343.38	7651
INV-4481504	Invoice	05/08/2024	Bee Cave EST - 5010 Avispa Bonita	0.00	343.38	
02143	USA BlueBook	05/21/2024	Regular	0.00	858.74	7652
INV00360823	Invoice	05/09/2024	Gloves for WD	0.00	204.65	
INV00363176	Invoice	05/10/2024	Stock Supplies for WWTP	0.00	368.06	
INV00365792	Invoice	05/14/2024	Lab Supplies for WTP	0.00	286.03	
02177	Wastewater Transport Services, LLC	05/21/2024	Regular	0.00	60,507.31	7653
11128008	Invoice	04/30/2024	Sludge Disposal - Lakepointe WWTP	0.00	46,748.75	
11128026	Invoice	04/30/2024	Sludge Disposal - WTP	0.00	12,390.00	
11128200	Invoice	04/16/2024	Lift Station Cleaning - Bohls WWTP	0.00	1,368.56	
00457	CP&Y	05/28/2024	Regular	0.00	4,012.77	7654
WTCP1800076.00..	Invoice	05/09/2024	Uplands WTP Trident/Office Building & Hi ...	0.00	4,012.77	
02755	Fed Ex	05/28/2024	Regular	0.00	184.00	7655
273834602916	Invoice	04/29/2024	FedEx Freight for 6" meter	0.00	184.00	

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00752	Grainger	05/28/2024	Regular	0.00	275.22	7656
9125257411	Invoice	05/20/2024	EMD Consumables	0.00	275.22	
01310	Lloyd Gosselink Rochelle & Townsend, P.C.	05/28/2024	Regular	0.00	990.97	7657
97549622	Invoice	04/30/2024	Ledgestone/Bush Ranch SER Review	0.00	990.97	
02916	Machining & Valve Automation Services, LLC	05/28/2024	Regular	0.00	3,525.00	7658
2024-400013	Invoice	01/04/2024	Efflunet Valve Actuator Replaced WO #39...	0.00	3,525.00	
01434	McCoy's Building Supply	05/28/2024	Regular	0.00	86.94	7659
6919903	Credit Memo	05/20/2024	LM Consumables	0.00	-6.00	
6920042	Invoice	05/22/2024	LM Consumables	0.00	92.94	
01543	Murfee Engineering Company Inc.	05/28/2024	Regular	0.00	156,611.80	7660
50565	Invoice	04/11/2024	Parten Ranch Ph 4	0.00	325.00	
50566	Invoice	04/11/2024	11071 Fitzhugh	0.00	325.00	
50569	Invoice	04/11/2024	Seven Oaks SER-TCWCID #18 water interc...	0.00	400.00	
50571	Invoice	04/11/2024	Hawthorne SER	0.00	247.50	
50815	Invoice	05/09/2024	Wild Ridge SER	0.00	162.50	
50816	Invoice	05/09/2024	Preservation Ranch SER	0.00	1,137.50	
50817	Invoice	05/09/2024	Seven Oaks SER-TCWCID #18 water interc...	0.00	82.50	
50818	Invoice	05/09/2024	Dripping Springs WSC SER	0.00	325.00	
50819	Invoice	05/09/2024	17511 Hamilton Pool Road SER	0.00	162.50	
50820	Invoice	05/09/2024	All Stor SER	0.00	162.50	
50821	Invoice	05/09/2024	CoDS Agreement (City of Dripping Springs)	0.00	812.50	
50822	Invoice	05/09/2024	Penn Tract SER	0.00	1,950.00	
50823	Invoice	05/09/2024	Bohls WWTP Exp Design, Approval & Const...	0.00	12,571.57	
50824	Invoice	05/09/2024	1080 Transmission Main Esmts Design, Ap...	0.00	6,826.25	
50826	Invoice	05/09/2024	Lakepointe WWTP Influent Lift Station Re...	0.00	2,465.00	
50827	Invoice	05/09/2024	Circle Drive PS & GST Ph 1	0.00	1,306.25	
50828	Invoice	05/09/2024	Fitzhugh Rd Water Main Relocation Design...	0.00	1,950.00	
50829	Invoice	05/09/2024	Uplands WTP Expansion Site Permit Modif...	0.00	1,451.25	
50831	Invoice	05/09/2024	1240 Elevated Storage Tank Const Admin	0.00	9,576.25	
50834	Invoice	05/09/2024	SW Pkwy PS Expansion to 7,000gpm Firm ...	0.00	79,817.82	
50835	Invoice	05/09/2024	Ledgestone Terrace Waterline Relocation	0.00	8,007.50	
50836	Invoice	05/09/2024	620 Widening Utilities Relocation	0.00	1,501.25	
50837	Invoice	05/09/2024	Effluent Disposal Development-SADDS Fal...	0.00	17.41	
50838	Invoice	05/09/2024	Impact Fee Study 2024	0.00	11,791.25	
50839	Invoice	05/09/2024	Bear Creek Pass Waterline	0.00	1,182.50	
50850	Invoice	05/10/2024	AWS Task	0.00	12,055.00	
01707	Ready Refresh	05/28/2024	Regular	0.00	220.89	7663
04E0126896174	Invoice	05/18/2024	Water Delivery & Rental Fees	0.00	220.89	
01750	River City Hose & Supply	05/28/2024	Regular	0.00	27.78	7664
0212147-IN	Invoice	05/10/2024	LM Tool for Truck #802 -Inv	0.00	27.78	
02981	SitePro Rentals, Inc.	05/28/2024	Regular	0.00	474.66	7665
149138	Invoice	05/20/2024	LM Stock Supplies	0.00	474.66	
02013	Techline Pipe, LP	05/28/2024	Regular	0.00	1,298.44	7666
1145148-00	Invoice	05/22/2024	Hydrant hit in front of Sonesta Hotel-WO ...	0.00	1,298.44	
00416	City of Austin	05/08/2024	Bank Draft	0.00	265.92	DFT0003041
540937094439	Invoice	04/17/2024	Utility Expense	0.00	265.92	
00416	City of Austin	05/03/2024	Bank Draft	0.00	97.83	DFT0003045
224674041087	Invoice	04/15/2024	Utility Expense	0.00	97.83	
02066	Spectrum	05/09/2024	Bank Draft	0.00	479.87	DFT0003050
184751201042124	Invoice	04/21/2024	Internet Lakepointe & WTP - Phone Servic...	0.00	479.87	
02773	Spectrum Enterprise	05/03/2024	Bank Draft	0.00	838.40	DFT0003051

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
122787201041524	Invoice	04/15/2024	Internet & Fiber Connection - WTP	0.00	838.40	
00416	City of Austin	05/09/2024	Bank Draft	0.00	117.12	DFT0003052
040533669485	Invoice	04/26/2024	Utility Expense	0.00	117.12	
02700	WEX Bank	05/14/2024	Bank Draft	0.00	5,258.45	DFT0003055
96549473	Invoice	04/23/2024	Fuel Purchases	0.00	5,258.45	
00175	Truist - Main Office 4972	05/09/2024	Bank Draft	0.00	796.22	DFT0003057
4972 - 2024.05	Invoice	05/05/2024	Credit Card Purchases	0.00	796.22	
01324	Lower Colorado River Authority	05/14/2024	Bank Draft	0.00	3,608.15	DFT0003058
00549839-4/24	Invoice	04/30/2024	Purchase Water	0.00	3,608.15	
00416	City of Austin	05/17/2024	Bank Draft	0.00	138,018.60	DFT0003060
071307070357	Invoice	05/08/2024	Utility Expense	0.00	109,188.69	
441109551485	Invoice	05/02/2024	Utility Expense	0.00	28,829.91	
00180	Truist - Sarot	05/17/2024	Bank Draft	0.00	17.60	DFT0003062
8238 - 2024.05	Invoice	05/05/2024	Credit Card Purchases	0.00	17.60	
02912	AT&T Mobility II, LLC	05/20/2024	Bank Draft	0.00	3,462.21	DFT0003063
X04232024	Invoice	04/15/2024	FirstNet Staff Wireless Expense-4/16/24-5...	0.00	3,462.21	
02862	Divvy Inc.	05/07/2024	Bank Draft	0.00	1,794.89	DFT0003064
2024.05.06	Invoice	05/06/2024	Divvy Card Purchases	0.00	1,794.89	
00128	AT&T	05/24/2024	Bank Draft	0.00	1,554.86	DFT0003080
20240505	Invoice	05/05/2024	Telephone Expense - Consolidated Bill	0.00	1,554.86	
00416	City of Austin	05/23/2024	Bank Draft	0.00	20,931.98	DFT0003081
399256245761	Invoice	05/10/2024	Utility Expense	0.00	88.42	
718509410273	Invoice	05/13/2024	Utility Expense	0.00	20,843.56	
02756	Enterprise FM Trust	05/20/2024	Bank Draft	0.00	5,628.26	DFT0003082
609436-050324	Invoice	05/03/2024	Enterprise Fleet Monthly Vehicle Charges	0.00	5,628.26	
01629	Pedernales	05/23/2024	Bank Draft	0.00	10,461.32	DFT0003083
0927 2024.05	Invoice	05/08/2024	Electric Charges - Pump Station 7 New Me...	0.00	4,466.82	
0950 2024.05	Invoice	05/08/2024	Electric Charges - Pump Station 7	0.00	37.80	
5199 2024.05	Invoice	05/08/2024	Electric Charges - EST 2	0.00	54.14	
6270 2024.05	Invoice	05/08/2024	Electric Charges - Pump Station 5	0.00	1,638.86	
6483 2024.05	Invoice	05/08/2024	Electric Charges - Pump Station 7	0.00	4,226.20	
6972 2024.05	Invoice	05/08/2024	Electric Expense - Pump Station 6	0.00	37.50	
02773	Spectrum Enterprise	05/23/2024	Bank Draft	0.00	838.40	DFT0003084
122787201051424	Invoice	05/14/2024	Internet & Fiber Connection - WTP	0.00	838.40	
00416	City of Austin	05/28/2024	Bank Draft	0.00	1,224.00	DFT0003086
224972706350	Invoice	05/14/2024	Utility Expense	0.00	113.44	
398779808704	Invoice	05/15/2024	Utility Expense	0.00	850.89	
540472197697	Invoice	05/16/2024	Utility Expense	0.00	259.67	
02862	Divvy Inc.	05/02/2024	Bank Draft	0.00	692.74	DFT0003087
2024.05.02	Invoice	05/02/2024	Divvy Card Purchases	0.00	692.74	
02700	WEX Bank	05/28/2024	Bank Draft	0.00	6,624.48	DFT0003088
97188950	Invoice	05/23/2024	Fuel Purchases	0.00	6,624.48	
00416	City of Austin	05/28/2024	Bank Draft	0.00	1,950.00	DFT0003095
Barton Springs Pe..	Invoice	05/21/2024	Barton Springs Zone Permit Fee	0.00	1,950.00	
02862	Divvy Inc.	05/07/2024	Bank Draft	0.00	60.96	DFT0003097
2024.05.06-1	Credit Memo	05/06/2024	Divvy Card Purchases	0.00	-83.22	
2024.05.08	Invoice	05/08/2024	Divvy Card Purchases	0.00	144.18	

Check Report

Date Range: 05/01/2024 - 05/31/2024

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Discount Amount Discount Amount	Payment Amount Payable Amount	Number
02862 2024.05.09	Divvy Inc. Invoice	05/09/2024	05/09/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	2,024.72 2,024.72	DFT0003098
02862 2024.05.13	Divvy Inc. Invoice	05/13/2024	05/14/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	4,613.83 4,613.83	DFT0003099
02862 2024.05.17	Divvy Inc. Invoice	05/17/2024	05/17/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	361.44 361.44	DFT0003100
02862 2024.05.20 2024.05.21	Divvy Inc. Invoice Invoice	05/20/2024 05/21/2024	05/21/2024 Divvy Card Purchases Divvy Card Purchases	Bank Draft	0.00 0.00 0.00	5,250.49 5,038.61 211.88	DFT0003101
02862 2024.05.22	Divvy Inc. Invoice	05/22/2024	05/22/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	76.78 76.78	DFT0003102
02862 2024.05.23	Divvy Inc. Invoice	05/23/2024	05/23/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	129.58 129.58	DFT0003103
02862 2024.05.28	Divvy Inc. Invoice	05/28/2024	05/28/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	52.80 52.80	DFT0003104
02862 2024.05.27	Divvy Inc. Invoice	05/27/2024	05/28/2024 Divvy Card Purchases	Bank Draft	0.00 0.00	9,584.41 9,584.41	DFT0003126

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	280	116	0.00	1,247,464.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	41	30	0.00	226,816.31
EFT's	24	13	0.00	1,024,851.91
	345	159	0.00	2,499,132.91

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	280	116	0.00	1,247,464.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	41	30	0.00	226,816.31
EFT's	24	13	0.00	1,024,851.91
	345	159	0.00	2,499,132.91

Fund Summary

Fund	Name	Period	Amount
99	Pooled Cash	5/2024	2,499,132.91
			2,499,132.91

ITEM C



Murfee Engineering Company

May 6, 2024

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 1240 Elevated Storage Tank
Contractor's Application for Payment No. 9**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 9 from Landmark Structures for the period ending March 31, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of one hundred eighty thousand four hundred twenty four dollars and zero cents. (\$180,424.00). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$46,006.00
Total Completed and stored to Date:	\$3,717,501.00
Retainage (5%):	\$185,875.06
Amount Due this Application:	\$180,424.00
Balance to Finish, Plus Retainage:	\$494,380.06

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

Sincerely,

Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

TO OWNER/CLIENT:

West Travis County Public
Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110
Bee Cave, Texas 78738

PROJECT:

1781 - 1781 West Travis Co TX - 1.0MG CET
304 Old Stone Rd.
Austin, Texas 78737

APPLICATION NO: 9

INVOICE NO: 9

PERIOD: 03/01/24 - 03/31/24

FROM CONTRACTOR:

Landmark Structures
1665 Harmon Rd
Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER:

Roberto Ferreira (Murfee Engineering Company)

**OWNER'S CONTRACT NO:
CONTRACT DATE:**

CONTRACT FOR: 1240 Elevated Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum		\$3,980,000.00
2. Net change by change orders		\$46,006.00
3. Contract Sum to date (Line 1 ± 2)		\$4,026,006.00
4. Total completed and stored to date (Column G on detail sheet)		\$3,717,501.00
5. Retainage:		
a. 5.00% of completed work	\$185,875.06	
b. 0.00% of stored material	\$0.00	
Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$185,875.06
6. Total earned less retainage (Line 4 less Line 5 Total)		\$3,531,625.94
7. Less previous certificates for payment (Line 6 from prior certificate)		\$3,351,201.94
8. Current payment due:		\$180,424.00
9. Balance to finish, including retainage (Line 3 less Line 6)		\$494,380.06

CHANGE ORDER SUMMARY		
Total changes approved in previous months by Owner/Client:	ADDITIONS	DEDUCTIONS
Total approved this month:	\$0.00	\$0.00
Totals:	\$57,006.00	\$(11,000.00)
Net change by change orders:	\$46,006.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 4/28/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$180,424.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 5/7/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Owner:
By: _____ Date: _____

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 9

Contractor's signed Certification is attached.

APPLICATION DATE: 3/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 03/01/24 - 03/31/24

Contract Lines	A	B	C				D		E		G		H	I
			DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE	
1		1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2		1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3		1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4		1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5		1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6		2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7		2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8		2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9		2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10		2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11		2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12		3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13		3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14		3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15		4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16		4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17		4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18		4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19		4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20		5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21		5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22		5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23		5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24		5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25		5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26		5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	\$15,400.00	100.00%	\$0.00	\$770.00		
27		5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
28		6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$0.00	\$177,600.00	100.00%	\$0.00	\$8,880.00		
29		6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$38,060.00	\$84,140.00	\$120,200.00	100.00%	\$0.00	\$6,010.00		
30		7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31		7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	100.00%	\$0.00	\$4,190.00		
32		7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$0.00	\$76,080.00	\$76,080.00	80.00%	\$19,020.00	\$3,804.00		
33		8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	100.00%	\$0.00	\$2,440.00		
34		8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,100.00	\$0.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	H % COMPLETE	I BALANCE TO FINISH (C - G)	J RETAINAGE
		UNIT	QTY	UNIT PRICE						
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$365.00
36	9.02 Doors	LS	1.0	\$10,400.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,400.00	\$0.00
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,100.00	\$0.00
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$5,295.00	\$0.00	\$5,295.00	15.00%	\$30,005.00	\$264.75
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,300.00	\$0.00
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,300.00	\$0.00
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$47,500.00	100.00%	\$0.00	\$2,375.00
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$14,850.00	100.00%	\$0.00	\$742.50
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$0.00	\$0.00	0.00%	\$17,700.00	\$0.00
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,700.00	\$0.00
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$0.00	0.00%	\$28,560.00	\$0.00
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$0.00	\$0.00	0.00%	\$4,500.00	\$0.00
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$0.00	0.00%	\$11,014.00	\$0.00
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$0.00	\$29,700.00	\$29,700.00	90.00%	\$3,300.00	\$1,485.00
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
		TOTALS:			\$3,980,000.00	\$3,527,581.00	\$189,920.00	93.40%	\$262,499.00	\$185,875.06

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	H % COMPLETE	I BALANCE TO FINISH (C - G)	J RETAINAGE
		UNIT	QTY	UNIT PRICE						
58	PCGC#001									
58.1	160-30-914 Fire Hydrant Deletion	LS	-1.0	\$11,000.00	\$(11,000.00)	\$0.00	\$0.00	0.00%	\$(11,000.00)	\$0.00
58.2	Sensing Line at Grade	LS	1.0	\$29,929.00	\$29,929.00	\$0.00	\$0.00	0.00%	\$29,929.00	\$0.00
58.3	PEC Service	LS	1.0	\$27,077.00	\$27,077.00	\$0.00	\$0.00	0.00%	\$27,077.00	\$0.00
		TOTALS:			\$46,006.00	\$0.00	\$0.00	0.00%	\$46,006.00	\$0.00

Grand Totals										
A	B	C	D		E	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (G - G)	RETAINAGE		
			PRIOR APPLICATION	THIS PERIOD						
	GRAND TOTALS:	\$4,026,006.00	\$3,527,581.00	\$189,920.00	\$3,717,501.00	92.34%	\$308,505.00	\$185,875.06		

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

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

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

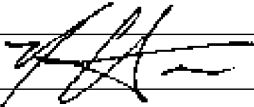
6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release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

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

EXECUTED on this the 3rd day of April, 2024.

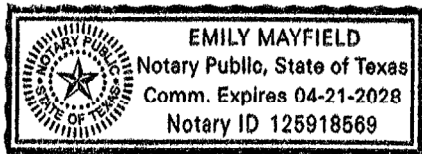
CONTRACTOR Landmark Structures I, L.P.

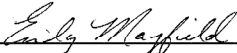
By: 

Print Name: Nick Carsten

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 3rd day of April, 2024



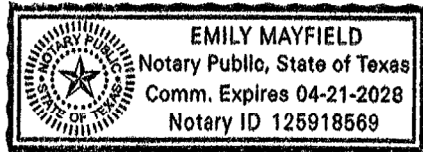


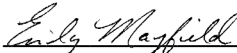
Notary Public in and for the State of Texas
Printed Name: Emily Mayfield

My Commission Expires: 4/21/2028

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

This instrument was acknowledged before me on the 3rd day of April, 2024 by Nick Carsten, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Landmark Structures I, L.P..





Notary Public in and for the State of Texas
Printed Name: Emily Mayfield

My Commission Expires: 4/21/2024

ATTACH:
Exhibit A - List of Subcontractors

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

Exhibit "A"
List of Subcontractors

1. Viking _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
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18. _____
19. _____
20. _____



Murfee Engineering Company

May 6, 2024

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 1240 Elevated Storage Tank
Contractor's Application for Payment No. 10**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 10 from Landmark Structures for the period ending April 30, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of eighty-three thousand three hundred sixty one dollars and seven cents. (\$83,361.07). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$46,006.00
Total Completed and stored to Date:	\$3,805,249.50
Retainage (5%):	\$190,262.49
Amount Due this Application:	\$83,361.07
Balance to Finish, Plus Retainage:	\$411,018.99

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

Sincerely,

Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

TO OWNER/CLIENT: West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, Texas 78738

PROJECT: 1781 - 1781 West Travis Co TX - 1.0MG CET 304 Old Stone Rd. Austin, Texas 78737

FROM CONTRACTOR: Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER: Roberto Ferreira (Murfee Engineering Company)

APPLICATION NO: 10
INVOICE NO: 10
PERIOD: 04/01/24 - 04/30/24
OWNER'S CONTRACT NO:
CONTRACT DATE:

CONTRACT FOR: 1240 Elevated Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$3,980,000.00
 2. Net change by change orders \$46,006.00
 3. Contract Sum to date (Line 1 + 2) \$4,026,006.00
 4. Total completed and stored to date (Column G on detail sheet) \$3,805,249.50
 5. Retainage:
 - a. 5.00% of completed work \$190,262.49
 - b. 0.00% of stored material \$0.00
- Total retainage (Line 5a + 5b or total in column I of detail sheet) \$190,262.49
- Total earned less retainage (Line 4 less Line 5 Total) \$3,614,987.01
- Less previous certificates for payment (Line 6 from prior certificate) \$3,531,625.94
- Current payment due: \$83,361.07
- Balance to finish, including retainage (Line 3 less Line 6) \$411,018.99

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$57,006.00	\$(11,000.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$57,006.00	\$(11,000.00)
Net change by change orders:	\$46,006.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 5/1/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$83,361.07

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:



By: _____ Date: 5/7/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

<p>Owner:</p> <p>By: _____</p>	<p>Date: _____</p>
---------------------------------------	--------------------

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 10

Contractor's signed Certification is attached.

APPLICATION DATE: 4/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 04/01/24 - 04/30/24

Contract Lines	A	B	C				D		E		G		H	I
			DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE	
1		1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2		1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3		1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4		1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5		1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6		2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7		2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8		2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9		2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10		2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11		2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12		3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13		3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14		3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15		4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16		4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17		4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18		4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19		4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20		5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21		5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22		5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23		5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24		5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25		5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26		5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	\$15,400.00	100.00%	\$0.00	\$770.00		
27		5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
28		6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$0.00	\$177,600.00	100.00%	\$0.00	\$8,880.00		
29		6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$120,200.00	\$0.00	\$120,200.00	100.00%	\$0.00	\$6,010.00		
30		7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31		7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	100.00%	\$0.00	\$4,190.00		
32		7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$95,100.00	\$9,510.00	\$85,590.00	90.00%	\$9,510.00	\$4,279.50		
33		8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	100.00%	\$0.00	\$2,440.00		
34		8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	100.00%	\$0.00	\$255.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	% COMPLETE	H BALANCE TO FINISH (C - G)	I RETAINAGE
		UNIT	QTY	UNIT PRICE						
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$366.00
36	9.02 Doors	LS	1.0	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	100.00%	\$0.00	\$520.00
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$30,100.00	\$0.00	\$30,100.00	40.00%	\$18,060.00	\$602.00
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$35,300.00	\$5,295.00	\$30,005.00	65.00%	\$12,355.00	\$1,147.25
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$40,300.00	\$0.00	\$40,300.00	20.00%	\$32,240.00	\$403.00
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$16,300.00	\$0.00	\$16,300.00	50.00%	\$8,150.00	\$407.50
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$47,500.00	100.00%	\$0.00	\$2,375.00
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.00%	\$7,500.00	\$0.00
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$14,850.00	100.00%	\$0.00	\$742.50
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$0.00	\$17,700.00	0.00%	\$17,700.00	\$0.00
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$2,000.00	\$0.00
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$5,700.00	\$0.00	\$5,700.00	0.00%	\$5,700.00	\$0.00
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$2,000.00	\$0.00
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$18,000.00	0.00%	\$18,000.00	\$0.00
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$28,560.00	0.00%	\$28,560.00	\$0.00
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$0.00	\$4,500.00	0.00%	\$4,500.00	\$0.00
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$11,014.00	0.00%	\$11,014.00	\$0.00
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$33,000.00	\$29,700.00	\$3,300.00	100.00%	\$0.00	\$1,650.00
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00	100.00%	\$0.00	\$2,750.00
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	100.00%	\$0.00	\$600.00
TOTALS:					\$3,980,000.00	\$3,717,501.00	\$85,210.00	95.55%	\$177,289.00	\$190,135.56

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	% COMPLETE	H BALANCE TO FINISH (C - G)	I RETAINAGE
		UNIT	QTY	UNIT PRICE						
58	PCCO#001									
58.1	160-30-914 Fire Hydrant Deletion	LS	-1.0	\$11,000.00	\$(11,000.00)	\$0.00	\$(11,000.00)	100.00%	\$0.00	\$(650.00)
58.2	Sensing Line at Grade	LS	1.0	\$29,929.00	\$29,929.00	\$0.00	\$29,929.00	0.00%	\$29,929.00	\$0.00
58.3	PEC Service	LS	1.0	\$27,077.00	\$27,077.00	\$0.00	\$27,077.00	50.00%	\$13,538.50	\$676.93
TOTALS:					\$46,006.00	\$0.00	\$2,538.50	5.52%	\$43,467.50	\$126.93

Grand Totals										
A	B	C	D		E	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
			PRIOR APPLICATION	THIS PERIOD						
	GRAND TOTALS:	\$4,026,006.00	\$3,717,501.00	\$87,748.50	\$3,805,249.50	94.52%	\$220,756.50	\$190,262.49		

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

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

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

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

**Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00**

**Exhibit "A"
List of Subcontractors**

1. _____ Sun Tech _____
2. _____ Nelson Lewis _____
3. _____ Artic Fence _____
4. _____ Corrpro _____
5. _____ Viking _____
6. _____
7. _____
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19. _____
20. _____

TO OWNER/CLIENT: West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, Texas 78738

PROJECT: 1781 - 1781 West Travis Co TX - 1.0MG CET
INVOICE NO: 10
PERIOD: 04/01/24 - 04/30/24

FROM CONTRACTOR: Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER: Roberto Ferreira (Murfee Engineering Company)

OWNER'S CONTRACT NO:
CONTRACT DATE:

CONTRACT FOR: 1240 Elevated Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$3,980,000.00
 2. Net change by change orders \$46,006.00
 3. Contract Sum to date (Line 1 + 2) \$4,026,006.00
 4. Total completed and stored to date (Column G on detail sheet) \$3,805,249.50
 5. Retainage:
 - a. 5.00% of completed work \$190,262.49
 - b. 0.00% of stored material \$0.00
- Total retainage (Line 5a + 5b or total in column I of detail sheet) \$190,262.49
6. Total earned less retainage (Line 4 less Line 5 Total) \$3,614,987.01
 7. Less previous certificates for payment (Line 6 from prior certificate) \$3,531,625.94
 8. Current payment due: \$83,361.07
 9. Balance to finish, including retainage (Line 3 less Line 6) \$411,018.99

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$57,006.00	\$(11,000.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$57,006.00	\$(11,000.00)
Net change by change orders:	\$46,006.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 5/1/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$83,361.07

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 10

Contractor's signed Certification is attached.

APPLICATION DATE: 4/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 04/01/24 - 04/30/24

Contract Lines	A	B	C				D		E		G		H	I
			DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE	
1		1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2		1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3		1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4		1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5		1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6		2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7		2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8		2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9		2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10		2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11		2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12		3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13		3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14		3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15		4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16		4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17		4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18		4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19		4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20		5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21		5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22		5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23		5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24		5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25		5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26		5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	\$15,400.00	100.00%	\$0.00	\$770.00		
27		5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
28		6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$0.00	\$177,600.00	100.00%	\$0.00	\$8,880.00		
29		6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$120,200.00	\$0.00	\$120,200.00	100.00%	\$0.00	\$6,010.00		
30		7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31		7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	100.00%	\$0.00	\$4,190.00		
32		7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$95,100.00	\$9,510.00	\$85,590.00	90.00%	\$9,510.00	\$4,279.50		
33		8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	100.00%	\$0.00	\$2,440.00		
34		8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	\$5,100.00	100.00%	\$0.00	\$255.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	H % COMPLETE	I BALANCE TO FINISH (C - G)	J RETAINAGE	
		UNIT	QTY	UNIT PRICE							VALUE
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$366.00	
36	9.02 Doors	LS	1.0	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	100.00%	\$0.00	\$520.00	
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$30,100.00	\$0.00	\$30,100.00	40.00%	\$18,060.00	\$602.00	
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$35,300.00	\$5,295.00	\$30,005.00	65.00%	\$12,355.00	\$1,147.25	
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$40,300.00	\$0.00	\$40,300.00	20.00%	\$32,240.00	\$403.00	
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$16,300.00	\$0.00	\$16,300.00	50.00%	\$8,150.00	\$407.50	
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$47,500.00	100.00%	\$0.00	\$2,375.00	
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00	
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00	
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50	
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00	0.00%	\$7,500.00	\$0.00	
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$14,850.00	100.00%	\$0.00	\$742.50	
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$0.00	\$17,700.00	0.00%	\$17,700.00	\$0.00	
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$2,000.00	\$0.00	
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$5,700.00	\$0.00	\$5,700.00	0.00%	\$5,700.00	\$0.00	
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$0.00	\$2,000.00	0.00%	\$2,000.00	\$0.00	
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$18,000.00	0.00%	\$18,000.00	\$0.00	
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$28,560.00	0.00%	\$28,560.00	\$0.00	
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$0.00	\$4,500.00	0.00%	\$4,500.00	\$0.00	
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$11,014.00	0.00%	\$11,014.00	\$0.00	
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$33,000.00	\$29,700.00	\$3,300.00	100.00%	\$0.00	\$1,650.00	
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$55,000.00	\$0.00	100.00%	\$0.00	\$2,750.00	
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	100.00%	\$0.00	\$600.00	
		TOTALS:			\$3,980,000.00	\$3,717,501.00	\$85,210.00	\$3,802,711.00	95.55%	\$177,289.00	\$190,135.56

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	H % COMPLETE	I BALANCE TO FINISH (C - G)	J RETAINAGE
		UNIT	QTY	UNIT PRICE						
58	PCCO#001									
58.1	160-30-914 Fire Hydrant Deletion	LS	-1.0	\$11,000.00	\$(11,000.00)	\$0.00	\$(11,000.00)	100.00%	\$0.00	\$(650.00)
58.2	Sensing Line at Grade	LS	1.0	\$29,929.00	\$29,929.00	\$0.00	\$29,929.00	0.00%	\$29,929.00	\$0.00
58.3	PEC Service	LS	1.0	\$27,077.00	\$27,077.00	\$0.00	\$27,077.00	50.00%	\$13,538.50	\$676.93
		TOTALS:			\$46,006.00	\$0.00	\$2,538.50	5.52%	\$43,467.50	\$126.93

Grand Totals										
A	B	C	D		E	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE		
			PRIOR APPLICATION	THIS PERIOD						
	GRAND TOTALS:	\$4,026,006.00	\$3,717,501.00	\$87,748.50	\$3,805,249.50	94.52%	\$220,756.50	\$190,262.49		

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

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

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

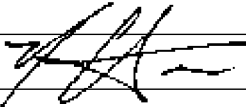
6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release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

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

EXECUTED on this the 1st day of May, 2024.

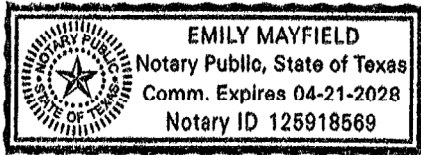
CONTRACTOR Landmark Structures I, L.P.

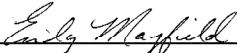
 By: 

 Print Name: Nick Carsten

 Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 1st day of May, 2024

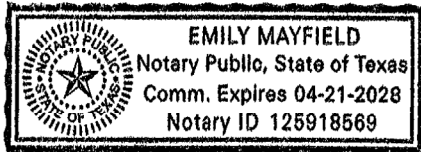


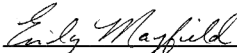


 Notary Public in and for the State of Texas
 Printed Name: Emily Mayfield
 My Commission Expires: 4/21/2028

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §
 §
 TARRANT

This instrument was acknowledged before me on the 1st day of May, 2024 by Nick Carsten, _____, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Landmark Structures I, L.P..





 Notary Public in and for the State of Texas
 Printed Name: Emily Mayfield
 My Commission Expires: 4/21/2024

ATTACH:
 Exhibit A - List of Subcontractors

**Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00**

**Exhibit "A"
List of Subcontractors**

1. _____ Sun Tech _____
2. _____ Nelson Lewis _____
3. _____ Artic Fence _____
4. _____ Corrpro _____
5. _____ Viking _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

ITEM D



Murfee Engineering Company

May 24, 2024

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 1080 Transmission Main Segment B Contractor’s Application for Payment No. 2

Mr. Roberts and Board:

Enclosed is Application for Payment No. 2 from Austin Engineering Co., Inc. for the period ending May 31st, 2024. We have reviewed this application for payment, and concur with the items and quantities, and recommend approval and payment in the amount of eleven thousand three hundred twenty-eight and 75/100 Dollars (\$11,328.75). This application for payment is broken down as follows:

Original Contract Price:	\$4,636,705.50
Net Change by Change Orders:	\$0.00
Current Contract Price:	\$4,636,705.50
Total Completed and Stored to Date:	\$66,925.00
Retainage (5%):	\$3,346.25
Amount Due this Application:	\$11,328.75
Balance to Finish, Plus Retainage:	\$4,573,126.75

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.122

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: WEST TRAVIS CO. PUA
13215 BEE CAVE PKWY., BLDG. B, STE. 110
BEE CAVE, TX 78738

PROJECT: 1080 24" TRANSMISSION
MAIN, SEGMENT B

APPLICATION NO: 2
DATE: 5/25/2024

PERIOD TO: 5/31/2024

	OWNER
	General Contractor
X	CONTRACTOR

FROM CONTRACTOR:
AUSTIN ENGINEERING CO., INC.
P.O. BOX 342349
AUSTIN, TEXAS 78734

PROJECT NO: 11051.122

AECO JOB NO: 24005
AECO INVOICE NO: 24080

CONTRACT DATE: 3/1/2024

CONTRACT FOR: 1080 24" TRANSMISSION MAIN, SEGMENT "B"

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>4,636,705.50</u>
2. Net change by Change Orders	\$	<u>-</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>4,636,705.50</u>
4. TOTAL COMPLETED & STORED TO Date (Column D + E on G703)	\$	<u>66,925.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>3,346.25</u>
b. <u>5</u> % of Stored Material (Column F on G703)	\$	<u>-</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>3,346.25</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>63,578.75</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>52,250.00</u>
8. CURRENT PAYMENT DUE	\$	<u>11,328.75</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>4,573,126.75</u>

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AUSTIN ENGINEERING CO., INC.

By: John C. Fenley, Vice President, Sales Date: 5/25/24

State of Texas County of Travis

Subscribed and sworn to before me this 25 day of May, 2024

Notary Public: Elizabeth Serrato
My Commission: Notary Public



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the application, the General Contractor certifies to the Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Murfree Engineering Co., Inc. Jason Page Date: 5-24-2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 5/25/2024
 PERIOD TO: 05/31/24
 PROJECT: 1080 24" TRANSMISSION
 ENGINEERS PROJECT NO.: 11051.122

A ITEM NO.	B DESCRIPTION OF WORK	C BID QUANTITY	UNIT	UNIT PRICE	TOTAL	D WORK COMPLETED		F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH	I RETAINAGE
						FROM PREV. APPLICATION	THIS PERIOD		%			
										TOTAL COMPLETED AND STORED TO DATE		
1	SILT FENCE INCLUDING J-HOOKS INSTALLATION	8,400	LF	\$ 5.00	\$ 42,000.00		\$ 7,725.00		\$ 7,725.00	18%	\$ 34,275.00	\$ 386.25
2	STABILIZED CONSTRUCTION ENTRANCE INSTALLATION	15	EA	\$ 1,200.00	\$ 18,000.00		\$ 3,600.00		\$ 3,600.00	20%	\$ 14,400.00	\$ 180.00
3	LOC RESTORATION / HYDROMULCH SEEDING,	42,000	SY	\$ 1.00	\$ 42,000.00				\$ -		\$ 42,000.00	\$ -
4	SOIL RETENTION BLANKET INSTALLATION	1,000	SY	\$ 3.00	\$ 3,000.00				\$ -		\$ 3,000.00	\$ -
5	TREE PROTECTION INSTALLATION AND MAINTENANCE	3,414	LF	\$ 5.00	\$ 17,070.00				\$ -		\$ 17,070.00	\$ -
6	ROCK BERM, COMPLETE & IN PLACE	50	LF	\$ 30.00	\$ 1,500.00				\$ -		\$ 1,500.00	\$ -
7	SWPPP COMPLIANCE, COMPLETE & IN PLACE	1	LS	\$ 4,000.00	\$ 4,000.00		\$ 600.00		\$ 600.00	15%	\$ 3,400.00	\$ 30.00
8	16" DUCTILE IRON WATER MAIN	17	LF	\$ 330.00	\$ 5,610.00				\$ -		\$ 5,610.00	\$ -
9	CONNECTION EXISTING 16" WATER MAIN	2	EA	\$ 6,500.00	\$ 13,000.00				\$ -		\$ 13,000.00	\$ -
10	24" DUCTILE IRON WATER MAIN (UNRESTRAINED)	6,913	LF	\$ 308.50	\$ 2,132,660.50				\$ -		\$ 2,132,660.50	\$ -
11	24" DUCTILE IRON WATER MAIN (RESTRAINED)	2,583	LF	\$ 380.00	\$ 981,540.00				\$ -		\$ 981,540.00	\$ -
12	36" ENCASEMENT PIPE (BORE), COMPLETE & IN PLACE	621	LF	\$ 950.00	\$ 589,950.00				\$ -		\$ 589,950.00	\$ -
13	12" GATE VALVE AND BOX, COMPLETE & IN PLACE	3	EA	\$ 5,500.00	\$ 16,500.00				\$ -		\$ 16,500.00	\$ -
14	16" GATE VALVE AND BOX, COMPLETE & IN PLACE	4	EA	\$ 13,000.00	\$ 52,000.00				\$ -		\$ 52,000.00	\$ -
15	24" GATE VALVE AND BOX, COMPLETE & IN PLACE	7	EA	\$ 41,500.00	\$ 290,500.00				\$ -		\$ 290,500.00	\$ -
16	FIRE HYDRANT ASSEMBLY, COMPLETE & IN PLACE	5	EA	\$ 13,500.00	\$ 67,500.00				\$ -		\$ 67,500.00	\$ -
17	3" AIR RELEASE/VACUUM VALVE AND VAULT, COMPLETE & IN PLACE	5	EA	\$ 23,500.00	\$ 117,500.00				\$ -		\$ 117,500.00	\$ -
18	CONNECTION TO EXISTING 24" DIP	1	LS	\$ 8,000.00	\$ 8,000.00				\$ -		\$ 8,000.00	\$ -
19	TRENCH SAFETY, COMPLETE & IN PLACE	8,875	LF	\$ 1.00	\$ 8,875.00				\$ -		\$ 8,875.00	\$ -
20	PAVEMENT REPAIR, COMPLETE & IN PLACE	40	LF	\$ 825.00	\$ 33,000.00				\$ -		\$ 33,000.00	\$ -
21	DRIVEWAY REPAIR, COMPLETE & IN PLACE	1	LS	\$ 27,500.00	\$ 27,500.00				\$ -		\$ 27,500.00	\$ -
22	TEMPORARY IRRIGATION	8,500	LF	\$ 5.00	\$ 42,500.00				\$ -		\$ 42,500.00	\$ -
23	CONCRETE RETARDS	6	EA	\$ 2,500.00	\$ 15,000.00				\$ -		\$ 15,000.00	\$ -
24	BONDS AND INSURANCE	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100%	\$ -	\$ 2,750.00
25	ORANGE CONSTRUCTION FENCE	1,000	LF	\$ 5.00	\$ 5,000.00				\$ -		\$ 5,000.00	\$ -
26	FENCE REPAIR, COMPLETE & IN PLACE	1,500	LF	\$ 25.00	\$ 37,500.00				\$ -		\$ 37,500.00	\$ -
27	TRAFFIC CONTROL, COMPLETE & IN PLACE	1	LS	\$ 10,000.00	\$ 10,000.00				\$ -		\$ 10,000.00	\$ -
GRAND TOTALS					\$4,636,705.50	\$55,000.00	\$11,925.00		\$66,925.00	1%	\$4,569,780.50	\$ 2,780.00

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: 1080 24" TRANSMISSION MAIN, SEGMENT "B"

JOB NO.: 11051.122

The undersigned executes this on behalf of AUSTIN ENGINEERING COMPANY, INC. ("Contractor") who has contracted with WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a ("Owner") to furnish materials, supplies and/or labor pursuant to those certain agreements between Owner and Contractor (collectively, the "Agreements") and/or otherwise provided labor and/or materials in connection with certain improvements to real property located Travis County, Texas (the "Property").

On receipt by the Contractor of this document of a check from West Travis County Public Utility Agency in the sum of **Eleven Thousand, Three Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$11,328.75)** payable to Contractor 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 Contractor's position that the Contractor has on the Property and Contractor agrees to indemnify and hold Owner, all future owners of the Property and all lienholders harmless from all claims and expenses (including attorney's fees) arising out of any unpaid mechanics and/or materialmen's claims, including subcontractors, suppliers and/or materialmen who may file any liens against said Property for any services, labor or material delivered or performed in connection with the Property, whether or not related to the Agreements or the work performed on or for the benefit of the Property, by, through or under Contractor, [except for the Retainage Amount unless and until the Retainage Amount has been paid by Owner in accordance with the terms of the Agreements at which time Contractor's indemnity shall automatically extend to and also cover the Retainage Amount].

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 Contractor.

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

Date: May 25, 2024
AUSTIN ENGINEERING COMPANY, INC.
By: [Signature]
Name: John C. Fenley
Title: Vice President, Sales

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO BEFORE ME on this, the 25th day of May, 2024, by John C. Fenley, Vice President, Sales of Austin Engineering Co., Inc., to certify which witness my hand and seal of office.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas
My Commission Expires: August 1, 2027



Murfee Engineering Company

June 6, 2024

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 1240 Elevated Storage Tank
Contractor's Application for Payment No. 11**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 11 from Landmark Structures for the period ending May 31, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of eighty thousand eight hundred seventy six dollars and eighty two cents. (\$80,876.82). This application for payment is broken down as follows:

Original Contract Price:	\$3,980,000.00
Net change with Change Orders	\$46,006.00
Total Completed and stored to Date:	\$3,890,383.00
Retainage (5%):	\$194,519.17
Amount Due this Application:	\$80,876.82
Balance to Finish, Plus Retainage:	\$330,142.17

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

Sincerely,

Bryce Canady
Project Manager - MEC

cc: Jennifer Reichers – WTCPUA
MEC File No. 11051-169

TO OWNER/CLIENT: West Travis County Public Utility Agency 13215 Bee Cave Pkwy Bldg B, Ste 110 Bee Cave, Texas 78738

PROJECT: 1781 - 1781 West Travis Co TX - 1.0MG CET 304 Old Stone Rd. Austin, Texas 78737

FROM CONTRACTOR: Landmark Structures 1665 Harmon Rd Fort Worth, Texas 76177

VIA ARCHITECT/ENGINEER: Roberto Ferreira (Murfee Engineering Company)

APPLICATION NO: 11
INVOICE NO: 11
PERIOD: 05/01/24 - 05/31/24

OWNER'S CONTRACT NO:
CONTRACT DATE:

CONTRACT FOR: 1240 Elevated Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$3,980,000.00
 2. Net change by change orders \$46,006.00
 3. Contract Sum to date (Line 1 + 2) \$4,026,006.00
 4. Total completed and stored to date (Column G on detail sheet) \$3,890,383.00
 5. Retainage:
 - a. 5.00% of completed work \$194,519.17
 - b. 0.00% of stored material \$0.00
- Total retainage (Line 5a + 5b or total in column I of detail sheet) \$194,519.17
6. Total earned less retainage (Line 4 less Line 5 Total) \$3,695,863.83
 7. Less previous certificates for payment (Line 6 from prior certificate) \$3,614,987.01
 8. Current payment due: \$80,876.82
 9. Balance to finish, including retainage (Line 3 less Line 6) \$330,142.17

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$57,006.00	\$(11,000.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$57,006.00	\$(11,000.00)
Net change by change orders:	\$46,006.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Landmark Structures

By:  Date: 6/3/2024

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$80,876.82

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:  Date: 6/7/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 11

Contractor's signed Certification is attached.

APPLICATION DATE: 5/25/2024

Use Column I on Contracts where variable retainage for line items apply.

PERIOD: 05/01/24 - 05/31/24

Contract Lines	A	B	C				D		E		G		H	I
			DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE	PRIOR APPLICATION	THIS PERIOD	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (C - G)	RETAINAGE	
1		1.01 Bonds	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
2		1.02 Engineering - Elevated Tank - Design Basis / Foundation	LS	1.0	\$89,600.00	\$89,600.00	\$89,600.00	\$0.00	\$89,600.00	100.00%	\$0.00	\$4,480.00		
3		1.03 Engineering - Elevated Tank - Pedestal	LS	1.0	\$79,600.00	\$79,600.00	\$79,600.00	\$0.00	\$79,600.00	100.00%	\$0.00	\$3,980.00		
4		1.04 Engineering - Elevated Tank - Steel Tank	LS	1.0	\$69,700.00	\$69,700.00	\$69,700.00	\$0.00	\$69,700.00	100.00%	\$0.00	\$3,485.00		
5		1.05 Storm Water Pollution Plan	LS	1.0	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00		
6		2.01 Silt Fence	LF	1504.0	\$10.00	\$15,040.00	\$15,040.00	\$0.00	\$15,040.00	100.00%	\$0.00	\$752.00		
7		2.02 Stabilized Construction Entrance	EA	1.0	\$5,446.00	\$5,446.00	\$5,446.00	\$0.00	\$5,446.00	100.00%	\$0.00	\$272.30		
8		2.03 Concrete Washout Station	EA	1.0	\$4,400.00	\$4,400.00	\$4,400.00	\$0.00	\$4,400.00	100.00%	\$0.00	\$220.00		
9		2.04 Tree Removal / Clear & Grub	LS	1.0	\$24,800.00	\$24,800.00	\$24,800.00	\$0.00	\$24,800.00	100.00%	\$0.00	\$1,240.00		
10		2.05 Mass Grading to Balance Site for Tank	LS	1.0	\$49,800.00	\$49,800.00	\$49,800.00	\$0.00	\$49,800.00	100.00%	\$0.00	\$2,490.00		
11		2.06 Access Road	LS	1.0	\$74,900.00	\$74,900.00	\$74,900.00	\$0.00	\$74,900.00	100.00%	\$0.00	\$3,745.00		
12		3.01 Foundation - Excavation	LS	1.0	\$44,800.00	\$44,800.00	\$44,800.00	\$0.00	\$44,800.00	100.00%	\$0.00	\$2,240.00		
13		3.02 Foundation - Ring Foundation	LS	1.0	\$194,800.00	\$194,800.00	\$194,800.00	\$0.00	\$194,800.00	100.00%	\$0.00	\$9,740.00		
14		3.03 Foundation - Backfill Exterior	LS	1.0	\$34,900.00	\$34,900.00	\$34,900.00	\$0.00	\$34,900.00	100.00%	\$0.00	\$1,745.00		
15		4.01 Concrete Pedestal - Lifts 1 / Crane / Scaffold	LS	1.0	\$179,600.00	\$179,600.00	\$179,600.00	\$0.00	\$179,600.00	100.00%	\$0.00	\$8,980.00		
16		4.02 Concrete Pedestal - Lifts 2-3	PC	2.0	\$134,800.00	\$269,600.00	\$269,600.00	\$0.00	\$269,600.00	100.00%	\$0.00	\$13,480.00		
17		4.03 Concrete Pedestal - Lifts 3-11	PC	8.0	\$97,800.00	\$782,400.00	\$782,400.00	\$0.00	\$782,400.00	100.00%	\$0.00	\$39,120.00		
18		4.04 Concrete Pedestal - Tank Floor	LS	1.0	\$154,600.00	\$154,600.00	\$154,600.00	\$0.00	\$154,600.00	100.00%	\$0.00	\$7,730.00		
19		4.05 Backfill Interior	LS	1.0	\$17,500.00	\$17,500.00	\$17,500.00	\$0.00	\$17,500.00	100.00%	\$0.00	\$875.00		
20		5.01 Steel Tank - Materials / Fabrication	LS	1.0	\$449,500.00	\$449,500.00	\$449,500.00	\$0.00	\$449,500.00	100.00%	\$0.00	\$22,475.01		
21		5.02 Steel Tank - Erect - Ring Beam	LS	1.0	\$48,700.00	\$48,700.00	\$48,700.00	\$0.00	\$48,700.00	100.00%	\$0.00	\$2,435.00		
22		5.03 Steel Tank - Erect - Cone	LS	1.0	\$139,600.00	\$139,600.00	\$139,600.00	\$0.00	\$139,600.00	100.00%	\$0.00	\$6,980.00		
23		5.04 Steel Tank - Erect - Vertical Shell	LS	1.0	\$108,700.00	\$108,700.00	\$108,700.00	\$0.00	\$108,700.00	100.00%	\$0.00	\$5,435.00		
24		5.05 Steel Tank - Erect - Access Tube / Platform	LS	1.0	\$57,400.00	\$57,400.00	\$57,400.00	\$0.00	\$57,400.00	100.00%	\$0.00	\$2,870.00		
25		5.06 Steel Tank - Erect - Hoist	LS	1.0	\$34,300.00	\$34,300.00	\$34,300.00	\$0.00	\$34,300.00	100.00%	\$0.00	\$1,715.00		
26		5.07 Steel Tank - Erect - Floor	LS	1.0	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	\$15,400.00	100.00%	\$0.00	\$770.00		
27		5.08 Steel Tank - Erect - Roof	LS	1.0	\$19,700.00	\$19,700.00	\$19,700.00	\$0.00	\$19,700.00	100.00%	\$0.00	\$985.00		
28		6.01 Steel Tank - Field Coating - Ground Phase	LS	1.0	\$177,600.00	\$177,600.00	\$177,600.00	\$0.00	\$177,600.00	100.00%	\$0.00	\$8,880.00		
29		6.02 Steel Tank - Field Coating - Air Phase	LS	1.0	\$120,200.00	\$120,200.00	\$120,200.00	\$0.00	\$120,200.00	100.00%	\$0.00	\$6,010.00		
30		7.01 Mechanical - Base - Piping	LS	1.0	\$39,600.00	\$39,600.00	\$39,600.00	\$0.00	\$39,600.00	100.00%	\$0.00	\$1,980.00		
31		7.02 Mechanical - Pedestal - Riser Piping	LS	1.0	\$83,800.00	\$83,800.00	\$83,800.00	\$0.00	\$83,800.00	100.00%	\$0.00	\$4,190.00		
32		7.03 Mechanical - Chamber - Valves / Piping	LS	1.0	\$95,100.00	\$95,100.00	\$95,590.00	\$9,510.00	\$95,100.00	100.00%	\$0.00	\$4,755.00		
33		8.01 Concrete Pedestal - Ladders / Landings	LS	1.0	\$48,800.00	\$48,800.00	\$48,800.00	\$0.00	\$48,800.00	100.00%	\$0.00	\$2,440.00		
34		8.02 Steel Tank - Hatches / Vents	LS	1.0	\$5,100.00	\$5,100.00	\$5,100.00	\$0.00	\$5,100.00	100.00%	\$0.00	\$255.00		

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	% COMPLETE	H BALANCE TO FINISH (C - G)	I RETAINAGE	
		UNIT	QTY	UNIT PRICE							VALUE
35	9.01 Slab on Grade	LS	1.0	\$7,300.00	\$7,300.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$366.00	
36	9.02 Doors	LS	1.0	\$10,400.00	\$10,400.00	\$0.00	\$10,400.00	100.00%	\$0.00	\$520.00	
37	10.01 Underground Duct / Raceways	LS	1.0	\$30,100.00	\$30,100.00	\$18,060.00	\$30,100.00	100.00%	\$0.00	\$1,505.00	
38	10.02 Panels / Lighting / Raceways / Wiring	LS	1.0	\$35,300.00	\$35,300.00	\$8,825.00	\$31,770.00	90.00%	\$3,530.00	\$1,588.50	
39	10.03 Instrumentation / Controls / SCADA	LS	1.0	\$40,300.00	\$40,300.00	\$24,180.00	\$32,240.00	80.00%	\$8,060.00	\$1,612.00	
40	10.04 Cathodic Protection	LS	1.0	\$16,300.00	\$16,300.00	\$6,520.00	\$14,670.00	90.00%	\$1,630.00	\$733.50	
41	11.01 16in Waterline	LF	95.0	\$500.00	\$47,500.00	\$0.00	\$47,500.00	100.00%	\$0.00	\$2,375.00	
42	11.02 Fire Hydrant and Assembly	EA	1.0	\$11,000.00	\$11,000.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00	
43	11.03 16in Tie-In	LS	1.0	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	100.00%	\$0.00	\$575.00	
44	11.04 Trench Safety System	LF	79.0	\$10.00	\$790.00	\$0.00	\$790.00	100.00%	\$0.00	\$39.50	
45	11.05 Overflow Splash Pad	EA	1.0	\$7,500.00	\$7,500.00	\$0.00	\$0.00	0.00%	\$7,500.00	\$0.00	
46	11.06 12in Reinforced Concrete Pipe	LF	45.0	\$330.00	\$14,850.00	\$0.00	\$14,850.00	100.00%	\$0.00	\$742.50	
47	11.07 Concrete Trickle Channel	CY	59.0	\$300.00	\$17,700.00	\$0.00	\$0.00	0.00%	\$17,700.00	\$0.00	
48	11.08 V-5718 Grate	EA	1.0	\$2,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
49	12.01 Sidewalk	LS	1.0	\$5,700.00	\$5,700.00	\$0.00	\$0.00	0.00%	\$5,700.00	\$0.00	
50	12.02 Bollards	EA	2.0	\$1,000.00	\$2,000.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00	
51	12.03 Site Security Fence & Gate	LF	360.0	\$50.00	\$18,000.00	\$0.00	\$0.00	0.00%	\$18,000.00	\$0.00	
52	12.04 Asphalt Access Drive	SY	714.0	\$40.00	\$28,560.00	\$0.00	\$0.00	0.00%	\$28,560.00	\$0.00	
53	12.05 Grading	CY	18.0	\$250.00	\$4,500.00	\$4,500.00	\$4,500.00	100.00%	\$0.00	\$225.00	
54	12.06 LOC Restoration	SY	11014.0	\$1.00	\$11,014.00	\$0.00	\$0.00	0.00%	\$11,014.00	\$0.00	
55	13.01 16in STATIC WESTFALL MIXER	LS	1.0	\$33,000.00	\$33,000.00	\$0.00	\$33,000.00	100.00%	\$0.00	\$1,650.00	
56	13.02 HYDRODYNAMIC MIXER - Piping Material	LS	1.0	\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00	
57	13.03 HYDRODYNAMIC MIXER - Valves	LS	1.0	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00	
		TOTALS:			\$3,980,000.00	\$3,802,711.00	\$71,595.00	\$3,874,306.00	97.34%	\$105,694.00	\$193,715.31

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D WORK COMPLETED PRIOR APPLICATION	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETE	% COMPLETE	H BALANCE TO FINISH (C - G)	I RETAINAGE	
		UNIT	QTY	UNIT PRICE							VALUE
58	PCCO#001										
58.1	160-30-914 Fire Hydrant Deletion	LS	-1.0	\$11,000.00	\$(11,000.00)	\$0.00	\$(11,000.00)	100.00%	\$0.00	\$(650.00)	
58.2	Sensing Line at Grade	LS	1.0	\$29,929.00	\$29,929.00	\$0.00	\$0.00	0.00%	\$29,929.00	\$0.00	
58.3	PEC Service	LS	1.0	\$27,077.00	\$27,077.00	\$13,538.50	\$27,077.00	100.00%	\$0.00	\$1,353.86	
		TOTALS:			\$46,006.00	\$2,538.50	\$13,538.50	\$16,077.00	34.95%	\$29,929.00	\$803.86

Grand Totals										
A	B	C	D		E	G		H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH (G - G)	RETAINAGE		
			PRIOR APPLICATION	THIS PERIOD						
	GRAND TOTALS:	\$4,026,006.00	\$3,805,249.50	\$85,133.50	\$3,890,383.00	96.63%	\$135,623.00	\$194,519.17		

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

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

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

BEFORE ME, the undersigned authority, on this day personally came and appeared Nick Carsten, known to me to be a credible person, and Project Manager of Landmark Structures I, L.P., a General Contractor (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1240 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor") dated May 10, 2023.

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

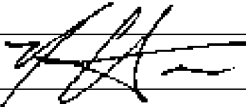
5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether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

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

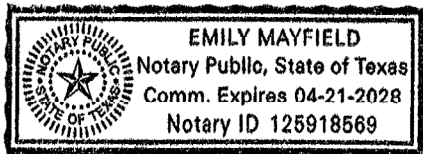
Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00

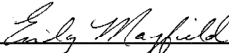
Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the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

EXECUTED on this the 3rd day of June, 2024.

CONTRACTOR Landmark Structures I, L.P.
By: 
Print Name: Nick Carsten
Title: Project Manager

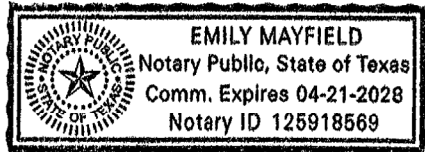
SWORN TO AND SUBSCRIBED BEFORE ME on this 3rd day of June, 2024

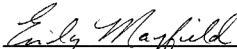



Notary Public in and for the State of Texas
Printed Name: Emily Mayfield
My Commission Expires: 4/21/2028

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 TARRANT

This instrument was acknowledged before me on the 3rd day of June, 2024 by Nick Carsten, Project Manager of Landmark Structures I, L.P., a Limited Partnership, on behalf of said Landmark Structures I, L.P..




Notary Public in and for the State of Texas
Printed Name: Emily Mayfield
My Commission Expires: 4/21/2024

ATTACH:
Exhibit A - List of Subcontractors

**Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00 81 00**

**Exhibit "A"
List of Subcontractors**

1. Sun Tech Electric _____
2. Nelson Lewis _____
3. Artic Fence _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



Murfee Engineering Company

June 11, 2024

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 Ledgestone Terrace Water Line Relocation
Contractor's Application for Payment No. 1**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 1 from EVT Construction LLC for the period ending May 31st, 2024. We have reviewed this application for payment, and concur with the items and quantities, and recommend approval and payment in the amount of seventy-seven thousand nine hundred seventy-six and 00/100 Dollars (\$77,976.00). This application for payment is broken down as follows:

Original Contract Price:	\$106,236.00
Net Change by Change Orders:	\$0.00
Current Contract Price:	\$106,236.00
Total Completed and Stored to Date:	\$82,080.00
Retainage (5%):	\$4,104.00
Amount Due this Application:	\$77,976.00
Balance to Finish, Plus Retainage:	\$28,260.00

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

Sincerely,

A handwritten signature in blue ink that reads 'Andrew Johnson'.

Andrew Johnson, E.I.T.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.178

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): **West Travis County Public Utility Agency** PROJECT: **Ledgestone Terrace Water Line** APPLICATION NO: **1** Distribution to OWNER
 APPLICATION DATE: **06/10/24** PERIOD TO:

FROM (CONTRACTOR): **EVT CONSTRUCTION LLC** VIA (Engineer): **EVT CONTRACT NO:**
 9005 FM 973
 Austin TX 78719

CONTRACTOR'S APPLICATION FOR PAYMENT

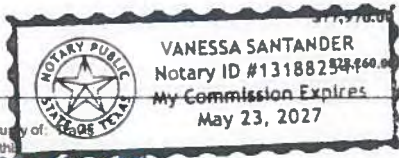
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$0.00	\$0.00
			\$0.00

Net change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*

- Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached Continuation Sheet, AIA Document G703, is
- 1. ORIGINAL CONTRACT SUM \$106,236.00
- 2. NET CHANGE BY CHANGE ORDERS \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$106,236.00
- 4. TOTAL COMPLETED TO DATE \$82,080.00
- 5. MATERIALS ON HAND \$0.00
- 6. TOTAL COMPLETED PLUS MATERIALS \$82,080.00
- 7. RETAINAGE: \$4,104.00
 - a. 5% Retainage
- 8. TOTAL LESS RETAINAGE \$77,976.00
- 9. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificate)
- 10. CURRENT PAYMENT DUE \$77,976.00
- 11. BALANCE TO FINISH (Line 3 less Line 8 Total)



State of: Texas County of:
 Subscribed and sworn to before me this day of 20
 Notary Public: Vanessa Santander
 My Commission expires: MAY 23, 2027

AMOUNT CERTIFIED.....
 (Attach explanation if amount certified differs from the amount applied for.)
 Engineer: *[Signature]* Date: June 11, 2024
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Owner certifies that to the best of the Owner's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....
 (Attach explanation if amount certified differs from the amount applied for.)
 Owner: _____
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Ledgestone Terrace Water Line

EVT CONSTRUCTION,LLC.
9005 FM 973
AUSTN, TEXAS 78719

Pay Application: 1

Date: 6/10/2024

Original Contract Amount: \$106,236.00

Item No.	Description	Quantity	Unit	Unit Cost	Bid Amount	Quantity Previously Completed	Amount Previously Completed	Quantity Completed this Period	\$ Amount Completed This Period	Quantity Completed To Date	Amount Completed To Date	% Complete
BASE BID												
Silt Fence		690	LF	\$3.00	\$2,070.00		\$0.00	690.0	\$2,070.00	690	\$2,070.00	100%
Hydro Seeding		133	SY	\$6.00	\$798.00		\$0.00		\$0.00	0	\$0.00	0%
8" DI Pipe		410	LF	\$120.00	\$49,200.00		\$0.00	420.0	\$50,400.00	420	\$50,400.00	102%
6" Water Connections		2	EA	\$3,270.00	\$6,540.00		\$0.00	1.0	\$3,270.00	1	\$3,270.00	50%
16" Incasement		50	LF	\$210.00	\$10,500.00		\$0.00	50.0	\$10,500.00	50	\$10,500.00	100%
6" Gate Valves		4	EA	\$2,250.00	\$9,000.00		\$0.00	2.0	\$4,500.00	2	\$4,500.00	50%
Trench Safety		414	LF	\$2.00	\$828.00		\$0.00	420.0	\$840.00	420	\$840.00	101%
Driveway Repair		40	SY	\$50.00	\$2,000.00		\$0.00	40.0	\$2,000.00	40	\$2,000.00	100%
Bond		1	LS	\$2,500.00	\$2,500.00		\$0.00	1.0	\$2,500.00	1	\$2,500.00	100%
Traffic Controll		1	LS	\$6,000.00	\$6,000.00		\$0.00	1.0	\$6,000.00	1	\$6,000.00	100%
Temp water By Pass		420	LF	\$40.00	\$16,800.00		\$0.00		\$0.00	0	\$0.00	0%
					\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					\$0.00		\$0.00		\$0.00	0	\$0.00	#DIV/0!
					\$106,236.00			TOTAL THIS PERIOD	\$82,080.00	TOTAL TO DATE	\$82,080.00	

Completed to Date	\$82,080.00
Materials on Hand	
Total Completed and Materials On Hand	\$82,080.00
Less Retainage (5%)	\$4,104.00
Completed to Date & Mtls On Hand (Less Retainage)	\$77,976.00
Total Billed on Previous Pay Apps	
Amount Owed This Estimate	\$77,976.00

ITEM E

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

May 14, 2024

PROPOSAL

West Travis County Public Utility Agency
12215 FM 2244
Austin, Texas 78738

Attn: Mr. Michael Sarot, Electromechanical Division Supervisor

Project: West Travis County PUA - Uplands Water Treatment Plant
2 ea. - High Service Pump & Motor Assembly Replacement

Dear Sir:

Per your request, Payton Construction, Inc. would like to offer the following proposal for supplying all required incidental materials, labor, equipment, and supervision to remove two (2) existing 250 HP Horizontal Split Case Pump & Motor Assemblies and install two (2) new 300 HP Horizontal Split Case Pump & Motor Assemblies (furnished by Owner) @ the Uplands Water Treatment Plant.

Our Proposal includes the following:

1. Mobilize Equipment & Tools.
2. Coordinate disconnecting Electrical & Controls with Owner's Electrical Subcontractor.
3. Disconnect existing Piping & Appurtenances to allow removal of the existing Pump & Motor Assemblies.
4. Remove 2 ea. existing 250 HP Horizontal Split Case Pump & Motor Assemblies.
5. Demo existing Grout Pad & Anchor Bolts under each Pump & Motor Assembly.
6. Install 2 ea. new 300 HP Horizontal Split Case Pump & Motor Assemblies.
7. Install new Non-Shrink Grout Pad and Anchor Bolts as required to level Pump & Motor Assembly Fabricated Steel Bases per Manufacturers instructions.
8. Reconnect existing Piping & Appurtenances to the new Pump & Motor Assemblies.
9. Coordinate reconnecting Electrical & Controls with Owner's Electrical Subcontractor.
10. Pump & Motor Assembly alignment by Smith Pump Company, Inc. (included in Payton Construction, Inc.'s quoted price).
11. Pump & Motor Assembly Field Start-up by Payton Construction, Inc, Smith Pump Co., Inc. and Owner's Electrical Subcontractor.
12. Demobilize Equipment & Tools.

Our Proposal includes Commercial General Liability, Automobile, Workers Compensation and Umbrella Liability Insurance. A Certificate of Insurance will be provided upon request.

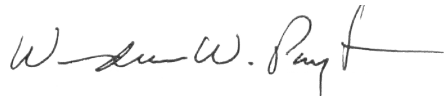
Our Proposal excludes the following:

1. Permitting of any kind
2. Lab Testing
3. Texas State Sales Tax
4. Performance & Payment Bonds. A price for providing Bonds can be provided upon request.
5. 2 ea. - 300 HP High Service Pump & Motor Assemblies to be furnished by Owner.
6. Electrical Subcontractor Scope of Work to be furnished and paid by Owner.
7. Painting & Protective Coating existing & new Mechanical Equipment. A price can be provided upon request.

Total Bid Price: \$38,620.00

If you have any questions or comments regarding our Proposal, please contact me. Thank you for the opportunity to quote this project.

Sincerely,

A handwritten signature in black ink that reads "Wendell W. Payton". The signature is written in a cursive style with a long horizontal flourish at the end.

Wendell W. Payton
Payton Construction, Inc.
President

ITEM F

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
West Travis County Public Utility Agency

THIS ENGAGEMENT AGREEMENT (“Agreement”), made to be effective as of _____, 2024, by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY “Client”, and SHEETS & CROSSFIELD, P.L.L.C., “Attorney”.

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries.
2. Client agrees to compensate Attorney for its services at the rates described herein for the time which has been devoted to Client’s legal matters. From time to time, it may be necessary for other members of the law firm to assist in the Client’s matter, and Client agrees to compensate Attorney for these services at the following rates:

1. Partner Attorney	\$350.00/hr
2. Senior/Litigation Attorney	\$325.00/hr
3. Associate Attorney	\$300.00/hr
4. Project Manager	\$200.00/hr
5. Paralegal/Legal Assistant	\$150.00/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) photocopies at \$.10/page; (2) mileage reimbursement at current IRS rate; (3) electronic legal research costs and (4) special deliveries as needed (i.e. UPS, FedEx, etc.).

Client agrees to pay invoices (with no added fees or mark-ups) submitted by Attorney for subcontractors of Attorney, including, but not limited to, surveyors, right-of-way agents, appraisers and others assisting Attorney in the provision of legal services for the Client.

We will review our billing rates annually but will commit to notifying you 60 days in advance of any proposed revisions.

3. Attorney’s fee will include the following services:

Representation of Client in various aspects of real estate and eminent domain/condemnation law, including but not limited to real estate and easement negotiation, acquisition, and if necessary, prosecution of condemnation through

completion, or any additional related services and issues connected with the acquisition of right-of-way, as well as advise Client or its designated representatives in the areas described herein.

Representation of Client, including counsel, advice, review and preparation of documents for matters related to real estate matters, up to the point of initiating litigation on behalf of Client.

Representation of Client on all general matters as assigned and accepted.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney.** Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.

5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

ATTORNEY:

SHEETS & CROSSFIELD, P.L.L.C.

By: Don Childs
Don Childs

Date: 5.17.24

CLIENT:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

By: Jennifer Riechers

Name: Jennifer Riechers

Title: General Manager

Date: 5/20/24

VI. NEW BUSINESS

ITEM A

**AGREEMENT TO CONSTRUCT
12” EFFLUENT LINE AND 12” OFFSITE WATER LINE EXTENSION & CONTROL
VALVES REQUIRED TO SERVE THE PEARL MULTI-FAMILY TRACT ON THE 1175
HGL WATER SYSTEM**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement to Construct 12” Effluent Line and 12” Offsite Water Line Extension and Control Valves Required to Serve the Pearl Multi-Family Tract on the 1157 HGL Water System (the “**Agreement**”), is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and BEE CAVE PARKWAY OWNER, LLC, a Texas limited liability corporation (“**the Developer**”) (WTCPUA and the Developer are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, Developer currently owns and plans to develop approximately 13.4 acres of land, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and the Developer have previously entered into a Nonstandard Service Agreement, dated December 7, 2022 (the “**NSSA**”), which details the provision of retail water service to the Development, according to the terms of the NSSA;

WHEREAS, the WTCPUA has determined that it is necessary for the Developer to construct a 12” Effluent Line (“**Effluent Line Project**”) and for the Developer to reimburse the WTCPUA for the WTCPUA’s construction of the 12” Offsite Water Line Extension and Control Valves required to serve the Development on the 1175 HGL water system (“**WTCPUA**”), as detailed in **Exhibit B**;

WHEREAS, the Developer desires to construct the 12” Effluent Line Project and convey the Effluent Line Project to the WTCPUA, and the WTCPUA agrees to reimburse the Developer for the cost to construct the 12” Effluent Line Project, subject to deductions from other related projects serving the development incurred by the WTCPUA.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

SECTION 1. DEFINITIONS

In addition to the definitions listed in the Recitals above, the following terms shall have the following meanings for the purposes of this Agreement

- (a) “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.
- (b) “Developer” shall mean Bee Cave Parkway Owner, LLC, or its Assignees.
- (c) “Effective Date” shall mean the date of the last signature to this Amended and Restated Agreement.
- (d) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (e) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (f) “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.
- (g) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECTS

2.1 Facilities to be Constructed. The Developer shall construct the 12” Effluent Line Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The 12” Effluent Line Project shall be constructed in compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of the **TCEQ** and any other governmental entities relating to public water and/or wastewater systems and facilities. The location of the 12” Effluent Line Project is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Developer shall be responsible for any and all damage to any WTCPUA

property during the construction, installation, and operation of the Project. WTCPUA shall construct and be responsible for installation of the 12” Offsite Water Line Project also as shown on **Exhibit B**.

2.2 **Bonds.** Prior to construction, Developer shall secure a performance bond and a payment bond in the amount of 100% of the proposed costs of the 12” Effluent Line Project as estimated by the WTCPUA. Each bond shall be for at least a period of one year. Upon substantial completion of the 12” Effluent Line Project in accordance with this Agreement, Developer shall transfer to the WTCPUA a maintenance bond for 100% of the constructed improvements for at least a period of one year. Such bonds shall be transferred and assigned to the WTCPUA in a timely manner.

2.3 **Inspection.** Upon prior written notice, Developer shall provide the WTCPUA’s engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the 12” Effluent Line Project.

2.4 **Real Property Rights.** The Developer shall grant the WTCPUA a permanent water utility and access easement for the 12” Effluent Line Project in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that the Developer grant the WTCPUA such easement.

2.5 **Funding of the Projects.** The Developer shall be responsible for advancing all costs associated with the construction of the 12” Effluent Line Project, including project administration, review fees, and inspection fees. Upon substantial completion of construction, Developer shall be responsible for meeting WTCPUA requirements for project closeout consistent with WTCPUA policies, including but not limited to, providing a written summary of all construction costs funded by the Developer in connection with the 12” Effluent Line Project (“Project Closeout Documentation”). The summary shall provide documentation in reasonable detail supporting such costs. Upon WTCPUA acceptance of the Project Closeout Documentation, the WTCPUA will owe to Developer the construction hard costs of oversizing the 12” Effluent Line Project within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies the Developer in writing that it does not concur with the cost summary. Developer shall owe to WTCPUA its share of the costs of the WTCPUA’s construction of the 12” Offsite Water Line Project. Developer and WTCPUA agree the amounts due and owing to each other for both projects offset so that Developer owes WTCPUA the difference of \$293,269.75 which amount the parties acknowledge Developer has paid to WTCPUA as of the Effective Date of this Agreement.

2.6 **Conveyance of the 12” Effluent Line Project.** The Developer agrees to convey the 12” Effluent Line Project to the WTCPUA as part of meeting the conditions of the 12” Effluent Line Project closeout process as provided in Section 2.4. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.7 **Indemnification.** THE DEVELOPER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA 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 OR INTENTIONAL ACTS OF THE DEVELOPER OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.

Section 3. GENERAL PROVISIONS

3.1 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.

3.2 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 for one (1) year following the Effective Date.

3.3 Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

3.4 Assignment. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. The Developer will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. The Developer shall provide and maintain in full force and effect at The Developer's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and the Developer shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

3.7 Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

3.8 Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

3.9 Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 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.

3.12 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 The Developer.

3.13 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.

3.14 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:

The Developer: Bee Cave Parkway Owner, LLC

Email:

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

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

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.
[SIGNATURE PAGE(S) FOLLOW]

Bee Cave Parkway Owner, LLC

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

EXHIBIT A

EXHIBIT B

**REIMBURSEMENT AGREEMENT TO CONSTRUCT 16” TRANSMISSION MAIN
BETWEEN WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND CLAYTON PROPERTIES GROUP, INC.
(Orchard Ranch – Formerly Fitzhugh 83)**

This Agreement to Construct 16” Water Transmission Main Extension (the “Agreement”) is made by and between the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes (“**the Developer**”) (WTCPUA and the Developer are each a “**Party**” and are collectively the “**Parties**”).

W I T N E S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, Developer currently owns and plans to develop approximately 83 acres of land, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and the Developer have previously entered into a Nonstandard Service Agreement, dated July 23, 2018 (the “**2018 NSSA**”), as amended on June 16, 2022, January 16, 2024, and June 20, 2024, which details the provision of retail water service to the Development, according to the terms of the NSSA;

WHEREAS, the WTCPUA has determined that it is necessary to construct a 16” Water Transmission Main Extension on Fitzhugh Rd (the “**Project**”), the location of which is detailed in **Exhibit B**;

WHEREAS, the Developer desires to construct the Project and convey the Project to the WTCPUA, and the WTCPUA agrees to reimburse the Developer for the construction costs to upsize the 12” water line to a 16” water transmission main.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

SECTION 1. DEFINITIONS

- (a) “Agreement” shall mean this Agreement to Construct 16” Water Transmission Main Extension, 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.
- (c) “Developer” shall mean Clayton Properties Group, Inc. a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Inc., doing business as Brohn Homes or its Assignees.
- (d) “Effective Date” shall mean the date of the last signature to this Reimbursement Agreement.
- (e) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (f) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (g) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (h) “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.
- (i) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECT

2.1 **Facilities to be Constructed.** The Developer shall construct the Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The Project shall be constructed in compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of Texas Commission on Environmental Quality (the “TCEQ”) and any other governmental entities relating to public water and/or wastewater systems and facilities. The location of the Project is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Developer shall be responsible for any and all damage to any WTCPUA property during the construction, installation, and operation of the Project.

2.2 **Bonds.** Prior to construction, Developer shall secure a performance bond and a payment bond in the amount of 100% of the proposed costs of the Project as estimated by the WTCPUA. Upon substantial completion of the Project in accordance with this Agreement, a

maintenance bond for 100% of the constructed improvements for at least a period of one year shall be transferred to the WTCPUA. Such bonds shall be transferred and assigned to the WTCPUA in a timely manner.

2.3 Inspection. Upon prior written notice, Developer shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the Project.

2.4 Real Property Rights. Developer shall grant the WTCPUA a permanent water utility and access easement for the Project in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that the Developer grant the WTCPUA such easement.

2.5 Funding of the Project. Developer shall be responsible for advancing all costs associated with the construction of the Project, including project administration, review fees, and inspection fees. Upon substantial completion of construction, Developer shall be responsible for meeting WTCPUA requirements for project closeout consistent with WTCPUA policies, including but not limited to, providing a written summary of all construction costs funded by the Developer in connection with the Project ("Project Closeout Documentation"). The summary shall provide documentation in reasonable detail supporting such costs. Upon WTCPUA acceptance of the Project Closeout Documentation, the WTCPUA will pay to Developer the construction costs related to upsizing the Project from a 12-inch waterline to a 16-inch waterline within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies the Developer in writing that it does not concur with the cost summary. At this time, the estimated cost to construct the 12" water line is \$293,069.50, and the estimated cost to construct the 16" diameter waterline is \$429,720.00. Therefore, the cost to upsize the Project is currently estimated to be \$136,650.50 and reimbursement to the Developer by the WTCPUA shall not exceed \$136,650.50 without prior approval of the WTCPUA.

2.6 Conveyance of the Project. The Developer agrees to convey the Project to the WTCPUA as part of meeting the conditions of the Project closeout process, as provided in Section 2.5. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.7 Indemnification. THE DEVELOPER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA 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 OR INTENTIONAL ACTS OF THE DEVELOPER OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.

Section 3. GENERAL PROVISIONS

3.1 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.

3.2 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 for one (1) year following the Effective Date.

3.3 Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

3.4 Assignment. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. The Developer will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. The Developer shall provide and maintain in full force and effect at The Developer's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and the Developer shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

3.7 Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

3.8 Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

3.9 Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However, if any provision of this Agreement that the Parties deem to be material to the Agreement is held to

be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 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.

3.12 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 The Developer.

3.13 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.

3.14 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:

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

Email: bradb@brohnhomes.com

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

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

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.

[SIGNATURE PAGE(S) FOLLOW]

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

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

EXHIBIT A

EXHIBIT B

**AGREEMENT TO CONSTRUCT
16” WATER TRANSMISSION MAIN EXTENSION ON THE 1175 HGL WATER SYSTEM
(Bee Cave Urgent Care)**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Agreement to Construct 16” Water Transmission Main Extension on the 1175 HGL Water System (the “**Agreement**”), is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and operating under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and EIG14T CCP TX Austin, LLC, a Texas limited liability corporation (“**the Developer**”)(WTCPUA and the Developer are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S E T H:

WHEREAS, the WTCPUA owns and operates a regional water and wastewater system in West Travis County and Hays County;

WHEREAS, Developer currently owns and plans to develop approximately 0.8861 acres of land, as described on the attached **Exhibit A** (collectively, the “**Development**”);

WHEREAS, the WTCPUA and the Developer have previously entered into a Nonstandard Service Agreement, dated March 27, 2024 (the “**NSSA**”), which details the provision of retail water service to be provided to the Development, according to the terms of the NSSA;

WHEREAS, the WTCPUA has determined that it is necessary to construct a 16” water transmission main extension on the 1175 HGL water system and construct the tie-in and other appurtenances (“16” Water Transmission Main Extension”), as necessary to provide water service to the Development, the location of which is detailed in **Exhibit B** (the “**Project**”);

WHEREAS, the WTCPUA has requested that the Developer upsize this planned 8” water line to a 16” water transmission line and appurtenances in order to serve other customers of the WTCPUA ;

WHEREAS, the Developer desires to construct the Project and convey the Project to the WTCPUA, and the WTCPUA agrees to reimburse the Developer for the construction costs related with the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is evidenced by the Parties’ respective execution of this Agreement, the Parties agree as follows:

SECTION 1. DEFINITIONS

- (a) “Agreement” shall mean this Agreement to Construct 16” Water Transmission Main Extension, 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.
- (c) “Developer” shall mean EIG14T CCP TX Austin, LLC, or its Assignees.
- (d) “Effective Date” shall mean the date of the last signature to this Agreement.
- (e) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (f) “TCEQ” shall mean the Texas Commission on Environmental Quality.
- (g) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (h) “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.
- (i) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

SECTION 2. THE PROJECT

2.1 Facilities to be Constructed. The Developer shall construct the Project in accordance with the designs, plans, and specifications provided by the WTCPUA. The Project shall be constructed in compliance with the WTCPUA Rules and Policies, and in accordance with all applicable rules and regulations of Texas Commission on Environmental Quality (the “TCEQ”) and any other governmental entities relating to public water and/or wastewater systems and facilities. The location of the Project is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes. The Developer shall be responsible for any and all damage to any WTCPUA property during the construction, installation, and operation of the Project.

2.2 Bonds. Prior to construction, Developer shall secure a performance bond and a payment bond in the amount of 100% of the proposed costs of the Project as estimated by the WTCPUA. Upon substantial completion of the Project in accordance with this Agreement, a maintenance bond for 100% of the constructed improvements for at least a period of one year shall be transferred to the WTCPUA. Such bonds shall be transferred and assigned to the WTCPUA in a timely manner.

2.3 Inspection. Upon prior written notice, Developer shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect the installation, construction, and/or operation of the Project.

2.4 Real Property Rights. Developer shall grant the WTCPUA a 20-foot-wide permanent exclusive line easement for the Project in a form and manner that is satisfactory to the WTCPUA, as determined by the WTCPUA. The Parties agree that it is a condition precedent to the WTCPUA to perform any of its obligations under this Agreement that the Developer grant the WTCPUA such easement.

2.5 Funding of the Project. Developer shall be responsible for advancing all costs associated with the construction of the Project, including project administration, review fees, and inspection fees. Upon substantial completion of construction, Developer shall be responsible for meeting WTCPUA requirements for project closeout consistent with WTCPUA policies, including but not limited to, providing a written summary of all construction costs funded by the Developer in connection with the Project ("Project Closeout Documentation"). The summary shall provide documentation in reasonable detail supporting such costs. Upon WTCPUA acceptance of the Project Closeout Documentation, the WTCPUA will pay to Developer the construction costs related to upsizing the Project from an 8" water line to a 16" water line within forty-five (45) days after receipt of the cost summary, unless the WTCPUA notifies the Developer in writing that it does not concur with the cost summary. At this time, the estimated cost to construct the 8" water line is \$73,300, and the estimated cost to construct the 16" diameter waterline is \$99,610. Therefore, the cost to upsize the Project is currently estimated to be \$26,310 and reimbursement to Developer by the WTCPUA shall not exceed \$26,310 without prior approval of the WTCPUA.

2.6 Conveyance of the Project. The Developer agrees to convey the Project to the WTCPUA as part of meeting the conditions of the Project closeout process as provided in Section 2.5. Conveyance shall be accomplished by executing a Utility and Conveyance Agreement in the form and manner provided by the WTCPUA.

2.7 Indemnification. THE DEVELOPER WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE WTCPUA 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 OR INTENTIONAL ACTS OF THE DEVELOPER OR

ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS UNDER THIS AGREEMENT.

Section 3. GENERAL PROVISIONS

3.1 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.

3.2 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 for one (1) year following the Effective Date.

3.3 Amendment. This Agreement may be amended only by express written agreement signed by both Parties.

3.4 Assignment. If either Party assigns its obligations of this Agreement to another party then the applicable party's obligations under this Agreement will become the sole responsibility of the applicable Party's assignee.

3.5 Records. The Developer will provide the WTCPUA with a copy of all records and documents related to design and construction of the Project, including as-built construction drawings and operation and maintenance manuals.

3.6 Insurance. The Developer shall provide and maintain in full force and effect at the Developer's sole expense sufficient property, liability, and comprehensive insurance coverage of the Project during the construction and installation of the Project in amounts to be decided by the WTCPUA; and the Developer shall provide evidence of such insurance coverage upon WTCPUA request. The WTCPUA shall be named as an additional insured to such insurance policy.

3.7 Prior Agreements. This Agreement represents the entire agreement of the Parties and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.

3.8 Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party. The failure on the part of either Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

3.9 Severability. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated. However,

if any provision of this Agreement that the Parties deem to be material to the Agreement is held to be invalid, illegal or enforceable in any respect, the Parties agree to revise the term to the extent necessary to comply with Applicable Law.

3.10. Counterparts. This Agreement may be executed in separate counterparts.

3.11 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.

3.12 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 The Developer.

3.13 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.

3.14 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:

The Developer: EIG14T CCP TX Austin, LLC

Email: reed@814cre.com

WTCPUA: West Travis County Public Utility Agency
Attn: Jennifer Riechers, General Manager
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Phone: (512) 263-0100
Fax: (512) 263-2289
Email: jriechers@wtcpua.org

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

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.

[SIGNATURE PAGE(S) FOLLOW]

EIG14T CCP TX Austin, LLC

By: _____

Name: _____

Date: _____

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST: _____
Walt Smith, Secretary

EXHIBIT A

EXHIBIT B

ITEM B



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

June 20, 2024

Mr. Mark Tennant
Executive Pastor
Life Family, Inc.
8901 HWY 71 W
Austin, Tx 78735
mtennant@life.family

Re: PW-2024-16-SER
Life Family Church
10651 Darden Hill Rd
Dripping Springs, Texas 78737
WTCPUA Project # 290-24-006

Dear Mr. Tennant,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed 900 seat church and 15,500 SF daycare facility. Service Availability for twenty-three (23) LUEs of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for twenty-three (23) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under 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. Developer, at its sole cost and expense, shall be responsible for providing a permanent 15' wide water line easement and a 25' wide temporary construction easement along the entire frontage of the Proposed Development adjacent to Darden Hill Rd.
4. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
5. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
6. 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.
7. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees, including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.
8. The Developer may be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Developer will be required to secure a Legal Lot Determination from Hays County, or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and project constructed and closeout completed 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;

13. The proposed project is within the City of Dripping Springs ETJ. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.

14. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.

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 the 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.

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

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Life Family, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(Life Family Church)**

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

WHEREAS, Developer currently owns and plans to develop a church facility within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

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

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

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

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 23 LUEs of domestic water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 23 LUEs of domestic water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

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

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III
FACILITIES FOR THE PROPOSED DEVELOPMENT

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

Section 3.2 Developer’s 8” Waterline Extension

As a part of the Developer Facilities, Developer shall be required to construct, at Developer’s sole cost and expense, an 8” water line extending along the entire frontage of the Proposed Development adjacent to Darden Hill Rd and provide a 15’ wide exclusive permanent waterline easement and a 25’ wide temporary construction easement to the WTCPUA.

Section 3.3 Developer Deposit.

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

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 Conditions Precedent to Commencement of Facilities Construction or Service.

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

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

Prior to release of water meters for the Proposed Development, the Developer shall submit close

out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due **including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees**. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

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.

Developer agrees and understands that the WTCPUA's commitment of 23 LUEs of domestic water service runs with and is assigned to the Proposed Development.

Section 4.2 Impact Fees. Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of payment) for 23 LUEs water service to the WTCPUA. Impact fees shall be paid prior to construction plan approval; **however, Developer may choose to pay impact fees at any earlier time to avoid the assessment of annual reservations fees in accordance with Section 4.3 if the impact fee payment date is earlier than the annual due date of the reservation fees. Paid reservation will not offset or be credited against impact fee assessments.**

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 23 LUEs of domestic water has not been installed in accordance with 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 23 LUEs of domestic water service runs with and is assigned to the Proposed Development.

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

ARTICLE V
TERM; DEFAULT

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 23 LUEs domestic water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

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

- (b) In the event that WTCPUA defaults on or materially breaches any one or more of the provisions of this Agreement, Developer shall give WTCPUA thirty (30) days to cure such

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

ARTICLE VI
GENERAL PROVISIONS

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

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

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

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

 Email: jriechers@wtcpua.org

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

 Email: lkalisek@lglawfirm.com

Developer: Mr. Mark Tennant
Executive Pastor
Life Family, Inc.
8901 HWY 71 W
Austin, Tx 78735
Email: mtennant@life.family

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President

Date: _____

ATTEST: John Camarillo

LIFE FAMILY, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES



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

June 20, 2024

Mr. Terry Black
Black Family Hospitality, Inc.
P.O. Box 990
Lockhart, Tx 78644
Black525@sbcglobal.net

Re: PW-2024-23-SER
Black Family Hospitality
130 Concord Circle Drive
Austin, Texas 78737
WTCPUA Project # 290-24-009

Dear Mr. Black,

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a proposed 13 room hotel (14 LUEs), 3 restaurants totaling 7340 SF (37 LUEs) and 250 seat Event Center (4 LUES), Bath House/Spa (3 LUEs), Wine Tasting Room/Chocolate Retail (1 LUE), and restroom for Winery 1 LUE) for a total of 60 LUEs. Service Availability for sixty (60) LUEs of domestic water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

SER CONDITIONS

1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for sixty (60) LUEs of domestic water service within three (3) months of the date of the letter.
2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under 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. Developer, at its sole cost and expense, shall be responsible for constructing an offsite 8" water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15' wide permanent exclusive water line easement and a 20' wide temporary construction easement for the entire length of the offsite water line. The Developer proposes to tie to the existing 8" water line in Bristlecone Dr @ Crystal Hills Dr in Rim Rock Phase Two Section Four, which connection must be in a dedicated public utility easement.
4. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, outside engineering & legal fees, inspection fees, reservation fees, and impact fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
5. The PUA inspects and accepts the facilities per the approved construction plans and specifications.
6. 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.
7. Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees, including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All closeout documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.
8. The Developer may be required to pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies.
9. The Developer shall follow and comply with all applicable WTCPUA Tariff, policies, rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.
10. The Developer will be required to secure a Legal Lot Determination from Hays County, or secure an approved subdivision plat in Hays County, Texas for the Property within four (4) years from the date of this letter.
11. Provisions of water service to the Property by the WTCPUA shall become null and void if final construction plans have not been approved by the WTCPUA for the Project and project constructed and closeout completed 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

Mr. Terry Black
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June 20, 2024

c. U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;

13. The proposed project is within the City of Dripping Springs ETJ. The proposed project is situated within Hays County and the Edwards Aquifer Contributing Zone.

14. The project is situated within the WTCPUA Water Service Area, but outside the WTCPUA CCN.

15. The proposed project is subject to the West Travis County Public Utility Agency plat requirements.

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 the 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.

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

Sincerely,

Jennifer Riechers
General Manager

Accepted by:

Life Family, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Cc: Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers
John Camarillo
Lauren Kalisek, Lloyd Gosselink Rochelle & Townsend, P.C.
George Murfee, Murfee Engineering Company, Inc.

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE**

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

WHEREAS, Developer currently owns and plans to develop a hotel, event center, restaurants, bath house/spa, retail (wine tasting and chocolate tasting), and restroom facilities for a winery within the WTCPUA’s water service area but outside the CCN as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

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

- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “Written Service Commitment” shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies as amended from time to time.
- (o) "WTCPUA System" shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water and wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- (p) 8” water line extension means the 8” water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and providing a 15’ wide permanent exclusive water line easement and a 20’ wide temporary construction easement for the entire length of the offsite water line. Developer, at its sole cost and expense, shall be responsible for constructing an offsite 8” water line and obtaining the required easements. The Developer proposes to tie to the existing 8” water line Bristlecone Dr @

Crystal Hills Dr in Rim Rock Phase Two Section Four, which connection must be in a dedicated public utility easement.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 60 LUEs of domestic water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. The proposed development consists of a 13 room hotel (14 LUEs), 3 restaurants totaling 7340 SF (37 LUEs) and 250 seat Event Center (4 LUES), Bath House/Spa (3 LUEs), Wine Tasting Room/Chocolate Retail (1 LUE), and restroom for Winery 1 LUE. **Water service is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. In order to advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 60 LUEs of domestic water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

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

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

Section 3.2 Developer's 8-inch Waterline Extension

Developer shall be required to construct, at Developer's sole cost and expense, an offsite 8" water line extending from a mutually agreed upon location along the WTCPUA water system to the Proposed Development and obtain a 15' wide permanent exclusive water line easement and a 20' wide temporary construction easement for the entire length of the offsite water line.

Section 3.3 Developer Deposit. As of the Effective Date, Developer has deposited with the WTCPUA the sum of \$5,000 ("Developer Deposit"), which shall be used to pay the WTCPUA's charges and fees as provided in Sections 5.14 through 5.17 of the WTCPUA Rules and Policies with respect to the extension of service to the Proposed Development. To the extent such charges and fees incurred for the Proposed Development exceed or are projected to exceed the amount of the Developer Deposit as specified above, the WTCPUA shall invoice Developer for such additional amounts and payment by Developer shall be due upon its receipt of such invoice. Delay by Developer in paying an invoice when due shall delay WTCPUA review and acceptance of any facility relating to the Proposed Development, including the Developer Facilities and the commencement of service to the Proposed Development. Any funds remaining in the Developer Deposit not used by the WTCPUA shall be reimbursed to Developer upon the commencement of service in accordance with Article IV.

ARTICLE IV
COMMENCEMENT OF SERVICE BY WTCPUA

Section 4.1 **Conditions Precedent to Commencement of Facilities Construction or Service.**

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

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

Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due **including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees**. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

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.

Developer agrees and understands that the WTCPUA's commitment of 60 LUEs of domestic water service runs with and is assigned to the Proposed Development.

Section 4.2 **Impact Fees.** Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of payment) for 60 LUEs water service to the WTCPUA. Impact fees shall be paid prior to construction plan approval; **however, Developer may choose to pay impact fees at any earlier time to avoid the assessment of annual reservations fees in accordance with Section 4.3 if the impact fee payment date is earlier than the annual due date of the reservation fees. Paid reservation will not offset or be credited against impact fee assessments.**

Section 4.3. **Reservation Fees.** Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid on the Due Date, such nonpayment shall be an

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 60 LUEs of domestic water has not been installed in accordance with 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 60 LUEs of domestic water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the “Effective Date”). WTCPUA may terminate this agreement upon written notice to Developer for any of the 60 LUEs domestic water for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than the payment of Reservation Fees, the WTCPUA shall give Developer thirty (30) days to cure such default or material breach after the WTCPUA has made written demand to cure the same. A breach is material if Developer fails to meet or otherwise violates its obligations and responsibilities as set forth in this Agreement. If Developer fails to cure a breach or

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

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

ARTICLE VI **GENERAL PROVISIONS**

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

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

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

WTCPUA: General Manager

West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave TX 78738

Email: jriechers@wtcpua.org

Copy to:

Lauren Kalisek
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701

Email: lkalisek@lglawfirm.com

Developer:

Mr. Terry Black, Managing Director
Black Family Hospitality, Inc.
P.O. Box 990
Lockhart, Tx 78644
Black525@sbcglobal.net

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Black Family Hospitality, Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

**THIRD AMENDMENT TO
AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER SERVICE
(Orchard Ranch)**

This Third Amendment for the Provision of Nonstandard Retail Water Service (the “Third Amendment”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”), a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Clayton Properties Group, Inc. a Tennessee corporation, formerly known, and qualified to do business in Texas, as CMH Parks, Incl., doing business as Brohn Homes (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer and the WTCPUA have previously entered into that certain Agreement For the Provision of Nonstandard Retail Water Service dated July 23, 2018, as amended by the First Amendment on June 16, 2022, to extend the Reservation Period, as defined in the 2018 NSSA.

WHEREAS, Developer and the WTCPUA executed a Second Amendment to the Agreement on January 16, 2024, to include provisions regarding the funding of facilities necessary for WTCPUA to provide water service to the Developer for the upsizing of an 8” waterline to a 16” diameter waterline associated with the Proposed Development.

WHEREAS, Developer and the WTCPUA desire to enter into this Third Amendment to amend the number of LUEs for domestic water from 73 LUEs of retail water service to 264 LUEs of retail water service, include the requirements for USFWS Compliance, and to amend the reimbursement by the WTCPUA for the upsizing of a 12” waterline to a 16” diameter waterline associated with the Proposed Development, which is estimated to cost \$_____ (“Developer Reimbursement Amount”). The Developer Reimbursement Amount is subject to deductions for the cost to extend a 12” waterline, which is estimated to cost \$_____.

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 1

Section 1. Section 2.1 is deleted and replaced as follows:

Section 2.1 WTCPUA to Provide Service.

For and in consideration of Developer’s obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 264 LUEs of domestic water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA’s Rules and Policies. **Water is contingent on additional facilities being built that are required to serve this development and service will not be available until such facilities are constructed. To advance the required projects and assist with funding, the contingency will be removed upon full payment of impact fees.** In no event shall WTCPUA be obligated to provide retail water service to Retail Customers

located within the Proposed Development that collectively exceed 264 LUEs of domestic water service. Such service shall not include irrigation meters. LUEs for irrigation meters may be available at a later date and will be subject to a separate service extension process under WTCPUA Rules and Policies.

Section 2. Section 2.3 is added to read as follows:

Section 2.3 USFWS Compliance. The Developer shall adopt one of the alternative water quality measures required for the Proposed 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.

Section 3. Section 3.3. (WTCPUA Reimbursement) is deleted in its entirety. The Parties acknowledge updated provisions are now the subject of a separate agreement executed of even date herewith.

Section 4. Section 4.1 is deleted and replaced as follows:

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

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

Prior to release of water meters for the Proposed Development, the Developer shall submit close out documents including a final plat and executed easements in

a form and manner acceptable for WTCPUA recording per the WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including but not limited to, any outstanding engineering review fees, outside engineering and legal fees and deposit replenishment billings, tap fees, meter-drop in fees and all other associated meter fees. All close out documents shall be submitted and approved by the PUA within 45 calendar days of substantial completion of the PUA approved project; otherwise, the project shall be considered expired and shall be subject to a new SER application and review process.

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.

Developer agrees and understands that the WTCPUA’s commitment of 264 LUEs of water service runs with and is assigned to the Proposed Development.

Section 5. Section 4.2 is deleted and replaced as follows:

Section 4.2 **Impact Fees.** Developer agrees to pay such Impact Fees (current Impact Fees in effect at the time of payment) for 264 LUEs to the WTCPUA. Impact fees shall be paid prior to construction plan approval; however, Developer may choose to pay impact fees at any earlier time to avoid the assessment of annual reservations fees in accordance with Section 4.3, if the impact fee payment date is earlier than the annual due date of the reservation fees. Paid reservation will not offset or be credited against impact fee assessments.

Section 6. Section 4.3 is deleted and replaced as follows:

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

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

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 264 LUEs of water has not been installed in accordance with 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 264 LUEs of water service runs with and is assigned to the Proposed Development.

Section 7. All of the other terms and conditions of the Agreement remain in effect.

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President, Board of Directors

Date: _____

ATTEST:

Walt Smith, Secretary

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

By: _____

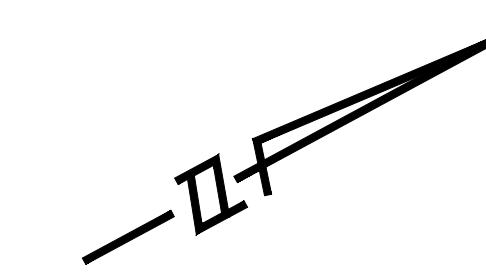
Name: _____

Title: _____

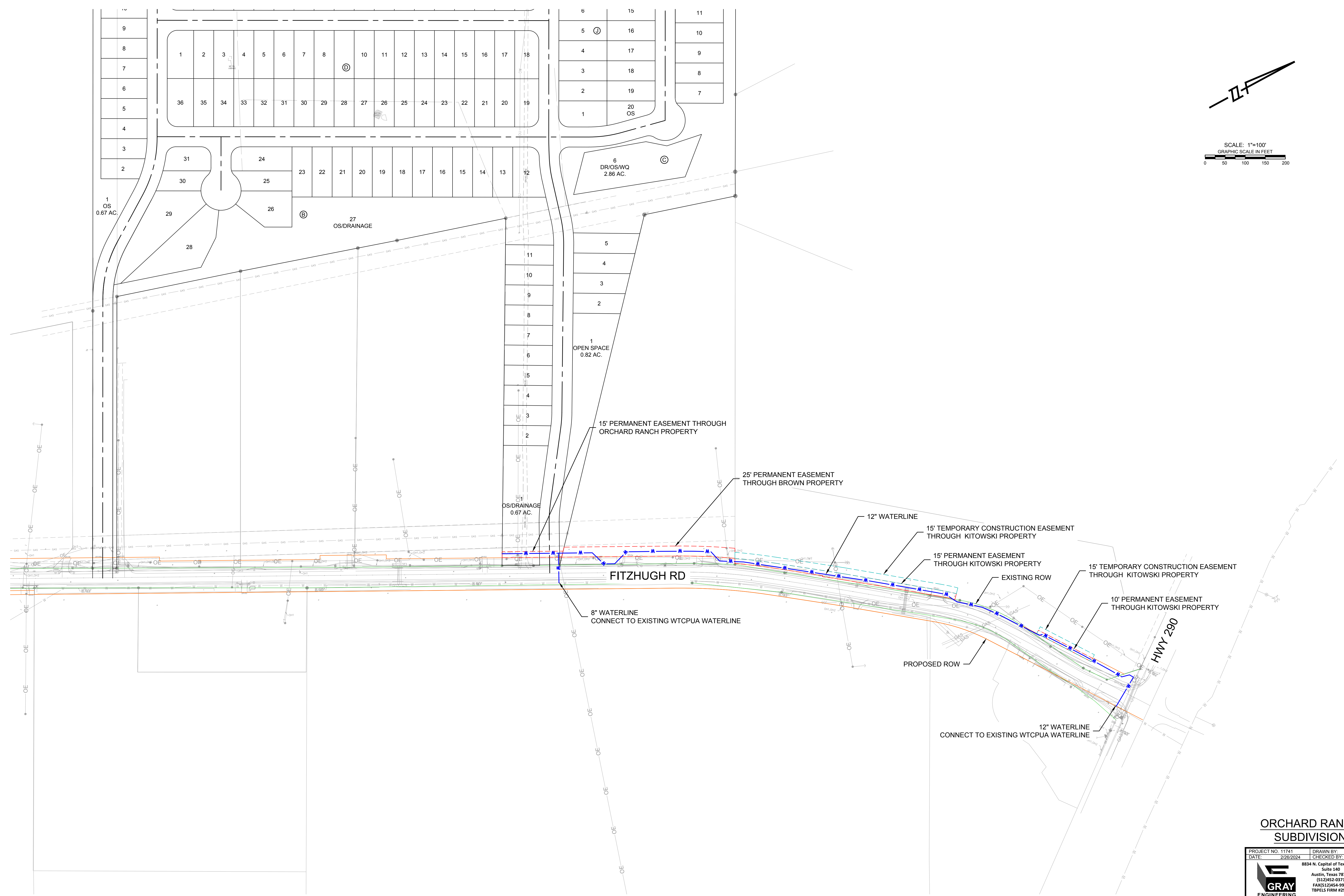
Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES



SCALE: 1"=100'
GRAPHIC SCALE IN FEET
0 50 100 150 200



**ORCHARD RANCH
SUBDIVISION**

PROJECT NO. 11741	DRAWN BY: XXX
DATE: 2/28/2024	CHECKED BY: XX
8834 N. Capital of Texas Hwy. Suite 140 Austin, Texas 78759 (512) 452-0371 FAX (512) 454-9933 TBPELS FIRM #2546	

\\PROJECTS\1008 - BROWN\1008\11741 - ORCHARD RANCH\SUBDIVISION\DWG\11741-01 SITE WATER EXHIBIT.DWG DATE: 2/28/2024 9:15:29 AM BY: GWANLS

ITEM C



Murfee Engineering Company

May 16, 2024

Mr. Scott Roberts, President and
WTCPUA 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 Southwest Parkway Pump Station Upgrades
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 April 30, 2024 at the offices of Murfee Engineering Company, Inc. The project was bid from 3/15/2024 to 4/30/24 or approximately 6 weeks. There were 89 plan holders including 15 General Contractors. The total amount of the bids is summarized below. A detailed bid tabulation is attached. The bids are within 3.8% of each other indicating a competitive bid.

Payton Construction Inc.	\$4,157,905.00
G Creek, Inc	\$4,003,960.00

The Invitation for Bids was advertised in accordance with the Texas Water Code and Local Government Code rules for procurement.

We have reviewed the bid packages for conformance with the Contract Documents, discussed the results with the WTCPUA management and operations staff, and recommend award of the contract to Payton Construction Inc.

There were no alternates to the bid. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,


George Murfee, P.E.

Attachments: Bid Tabulation

CC: Jennifer Reichers – WTCPUA General Manager
Mark Kestner, P.E. – MEC
MEC File No. 11051.173

BID TABULATION

Project: Southwest Parkway Pump Station Upgrade
Project Manager: Mark Kestner, P.E.
Project Number: 11051-173



Bid Opening
Date: 4/30/2024
Time: 2:00 PM
Location: Murfee Engineering Company

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

Item No.	Description	Quantity	Units	PAYTON CONSTRUCTION, INC.		G CREEK, INC.	
				Unit Price	Total Price	Unit Price	Total Price
E-1	LOC Restoration	240	SY	\$ 20.00	\$ 4,800.00	\$ 24.00	\$ 5,760.00
E-2	Slk Fence	125	LF	\$ 28.00	\$ 3,500.00	\$ 12.50	\$ 1,562.50
E-3	Installation of Pavement	28	TON	\$ 2,140.00	\$ 59,920.00	\$ 625.00	\$ 17,500.00
W-1	Removal of Existing Pump + Equipment	4	EA	\$ 22,905.00	\$ 91,620.00	\$ 12,500.00	\$ 50,000.00
W-2	Installation of 300HP Pump + Equipment	4	EA	\$ 131,250.00	\$ 525,000.00	\$ 146,000.00	\$ 584,000.00
W-3	Installation of pump control valves	4	EA	\$ 220,000.00	\$ 880,000.00	\$ 230,000.00	\$ 920,000.00
W-4	Installation of 12" resilient wedge gate valves	4	EA	\$ 7,500.00	\$ 30,000.00	\$ 11,875.00	\$ 47,500.00
W-5	Installation of 12" wafer style check valves	4	EA	\$ 6,580.00	\$ 26,320.00	\$ 10,625.00	\$ 42,500.00
W-6	Installation of 12" DI pipe, fittings, and appurtenances above ground	300	LF	\$ 1,270.00	\$ 381,000.00	\$ 1,612.50	\$ 483,750.00
W-7	Installation of 12" DI pipe, fittings, and appurtenances below ground	25	LF	\$ 2,500.00	\$ 62,500.00	\$ 900.00	\$ 22,500.00
W-8	Installation of 24"x10" tee	1	EA	\$ 17,300.00	\$ 17,300.00	\$ 17,000.00	\$ 17,000.00
W-9	Installation of 10" DI pipe, fittings, and appurtenances below ground	110	LF	\$ 1,370.00	\$ 150,700.00	\$ 375.00	\$ 41,250.00
W-10	Installation of water surge vault, valves and appurtenances	1	LS	\$ 114,000.00	\$ 114,000.00	\$ 87,500.00	\$ 87,500.00
W-11	Demolition of building trellis, and exterior concrete pad	1	LS	\$ 17,775.00	\$ 17,775.00	\$ 20,625.00	\$ 20,625.00
W-12	Installation of 2' air/vacuum release valves, drain lines and appurtenances	8	EA	\$ 2,625.00	\$ 21,000.00	\$ 5,625.00	\$ 45,000.00
W-13	Installation of 10" resilient seat gate valves	2	EA	\$ 8,700.00	\$ 17,400.00	\$ 9,375.00	\$ 18,750.00
W-14	Installation of cut in 16"x10" tee	1	LS	\$ 12,264.00	\$ 12,264.00	\$ 9,500.00	\$ 9,500.00
W-15	Installation of thrust blocks	62	CYDS	\$ 463.00	\$ 28,706.00	\$ 683.75	\$ 43,012.50
W-16	Installation of 20" Resilient seat gate	3	EA	\$ 55,200.00	\$ 165,600.00	\$ 46,250.00	\$ 138,750.00
EL-1	Electrical upgrades, ATIs, motor control centers, switch gear, conduits and appurtenances	1	LS	\$ 1,400,000.00	\$ 1,400,000.00	\$ 1,375,000.00	\$ 1,375,000.00
EL-2	SCADA, programming and update	\$125,000	ALLOWANCE		\$ 125,000.00		\$ 125,000.00
M-1	Installation of heating, ventilation and cooling equipment, ducts and appurtenances	1	LS	\$ 255,000.00	\$ 255,000.00	\$ 220,000.00	\$ 220,000.00
P-1	Installation, relocation and removal of plumbing piping, fixtures and appurtenances	1	LS	\$ 22,500.00	\$ 22,500.00	\$ 10,000.00	\$ 10,000.00
					\$ 4,157,905.00		\$ 4,003,960.00

• error between unit price (\$20,625) and total price (\$20,650) resolved in favor of unit price of \$20, 625 per Instructions to Bidders 00100-Part 13 D-C

Date: 6/11/24

Project: **WTCPUA Southwest Parkway Pump Station Upgrade**

Owner: **West Travis County Public Utility Agency**

Owner's Contract No.:

Contract: **Southwest Parkway Pump Station Upgrade**

Engineer's Project No.: **11051.175**

Bidder: **Payton Construction, Inc.**

Bidder's Address: **PO BOX 1734**

Wimberley, TX 78676

You are notified that your Bid dated 4/30/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **WTCPUA Southwest Parkway Pump Station Upgrade**.

The Contract Price of your Contract is **\$4,157,905⁰⁰**.

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

5 full size sets and 3 half size sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds and Insurance] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
none

Notice of Award – Section 00510

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you 1 fully executed counterparts of the Contract Documents.

Owner: **West Travis County Public Utility Agency**

Given by: **Jennifer Riechers**

Authorized Signature: *Jennifer Riechers*

Title **General Manager**

Date: **6/11/2024**

ITEM D

An Agreement for the Provision of Limited Professional Services

MURFEE ENGINEERING COMPANY, INC.
1101 Capital of Texas Hwy. South, Building D
Austin, Texas 78746
512-327-9204

Client: WEST TRAVIS COUNTY PUA
13215 Bee Cave Parkway
Building D, Suite 110
Bee Cave, Texas 78738

Date: June 4, 2024

Project No.: 11051.239

Project Name/Location: UWTP Transmission Line Easements and Environmental Approvals

Scope/Intent and Extent of Services:

This CIP project is proposed for 2024 CIP and is a 13,100 foot transmission main that will connect the UWTP to the 290 parallel transmission main. It will be required to serve the ultimate buildout of the 290 system. The project is proposed to utilize the existing 30 foot water line easement that crosses the Nature Conservancy's tract. Additional temporary construction easements and maybe permanent easements will be necessary. Most of the project will be through a conservation easement that is covered by USFWS's section 10a permit.

Given the complexity of dealing with The Nature Conservancy, City of Bee Cave, City of Austin, and the U.S. Fish and Wildlife Service, it is necessary to begin the process for obtaining easements and environmental approvals now. Based on experience, alternative alignments will need to be evaluated. The last one the WTCPUA did across a habitat preserve took four years to complete and required a negotiated mitigation fee.

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:

Planning and Conceptual Design	\$100,000
Easement Coordination	\$150,000
Section 10a Support	\$100,000
Preliminary Design	\$350,000
Subtotal:	<u>\$700,000</u>

Subcontractors

Surveying (CSCI)	\$115,000
Environmental (ACI)	\$300,000
Easement Agent (S&A)	\$50,000
Subsurface Utility Engineering (Survwest)	\$92,000
Subtotal:	<u>\$557,000</u>
Total:	<u>\$1,257,000</u>

Estimated Fee: The estimated fees do not include review fees, direct reimbursable expenses, and public advertisements. The Contract amount for this project shall not exceed the total amount listed above without Board approval. This project will require Legal for easement acquisition, environmental permitting with the US Fish and Wildlife Services and easement purchases.

Terms and Conditions: Attached

Fee Schedule: Attached

Offered by:

MURFEE ENGINEERING CO., INC.

George Murfee, P.E.
6-11-2024

(Date)

Accepted by:

(Date)

TERMS AND CONDITIONS

Murfue Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and MEC shall be submitted to non-binding mediation. Client and MEC agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless MEC, or his or her officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of MEC.

Certifications, Guarantees and Warranties:

MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

Design With Construction Administration:

If the basic services under this Agreement include project observation or review, MEC shall visit the site at intervals appropriate to the stage of construction, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow MEC, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

MEC shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work.

MEC shall not be responsible for any acts or omissions of the Contractor and MEC does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

Design Without Construction Administration:

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

Hazardous Materials – Suspension of Services:

Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

Betterment:

If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

Effective June 1st, 2024

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$350
Managing Engineer	\$300
Senior Project Manager	\$250
Project Manager	\$225
Senior Project Engineer	\$210
Project Engineer	\$190
Engineering Technician II	\$150
Engineering Technician I	\$130
Senior CAD Design Technician	\$180
CAD Design Technician	\$145
Draftsperson	\$125
Project Administration Manager	\$200
Construction Administration and Observation Manager	\$170
Construction Administration and Observation Technician	\$120
Technical Admin Assistant/Intern	\$110
Financial Services	\$100
Executive Assistant	\$85
Administrative Assistant	\$80
Reimbursable Expenses	Cost + 15%