# WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF MEETING

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency ("WTCPUA") will hold its regular meeting at 1:00 p.m. on Thursday, September 16, 2021 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas.

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

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

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

- I. CALL TO ORDER
- II. ESTABLISH QUORUM
- III. PUBLIC COMMENT
- IV. CONSENT AGENDA (J. Riechers)
  - A. Approve minutes of August 19, 2021 regular Board Meeting.
  - B. Approve payment of invoices and other bookkeeping matters.
  - C. Approve Contractor Pay Requests including
    - 1. Payton Construction, Pay Application 7, \$93,194.05, County Line 1308 Pump Station 1340 Conversion;
    - 2. DN Tanks, Inc., Pay Application 13, \$266,000.80, Southwest Parkway Ground Storage Tank 2.
  - D. Approve Service Availability Letter and Non-Standard Service Agreement for:
    - 1. Julep Commercial Park, 36 LUEs, 290 Water System.

- E. Approve quote from The Reynolds Company for new network switches for the WTP SCADA system, \$59,933.20.
- F. Award 2-Year Contract Services Agreement to:
  - 1. Wastewater Transport Services, LLC, Sludge Transportation and Disposal.
  - 2. Brenntag Southwest, Water and Wastewater Treatment Plant Chemicals other than Sodium Permanganate and Orthophosphate, Shannon Chemical Corporation for Sodium Permanganate and Orthophosphate.
  - \*Brenntag Southwest bid thru 9/30/22 only, 12/31/21 for chlorine.
  - 3. Zane Furr, Landscape Maintenance.

#### V. OLD BUSINESS

- A. Discuss, consider and take action regarding pending litigation, relating to the following: (S. Albright/D. Klein):
  - 1. Weekley Homes LLP v. West Travis County Public Utility Agency, in the 200<sup>th</sup> Judicial District Court, Travis County, Texas; Cause No. D-1-GN-20-002291.
    - (This item under V.A may be taken into Executive Session under the consultation with attorney exception).
- B. Discuss, consider and take action on reconsideration of adoption of amendments to the WTCPUA's Land Use Assumptions, Capital Improvements Plan and Impact Fees for Wastewater Impact Fee Service Area (J. Riechers).

### VI. NEW BUSINESS

- A. Discuss, consider and take action on annual review of WTCPUA Investment Policy (J. Smith).
- B. Discuss, consider and take action on Statement of Qualifications from Malone Wheeler, Inc. for Effluent Management Plan (C. Garza).
- C. Discuss, consider and take action on award of contract for the following projects:
  - 1. 1340 Conversion Water Main to Qro Mex Construction Company, Inc. \$1,277,720.50;
  - 2. Permanganate Chemical Feed Relocation to G Creek Construction, \$779,515.80;
  - 3. Hamilton Pool Ground Storage Tank No. 2 to Preload LLC, \$1,619,160.00. (G. Murfee).

- D. Discuss, consider and take action on proposal from Murfee Engineering for budget adjustment related to additional .5 mg treatment train at Bohl's Wastewater Treatment Plant (G. Murfee).
- E. Discuss, consider and take action on proposal from Murfee Engineering to obtain the Site Development Permit for Uplands Water Treatment Plant expansion (G. Murfee).
- F. Appoint new member to the Finance Committee (J. Riechers).
- G. Discuss, consider, and take action regarding Letter Agreement with Lake Travis ISD regarding the Reservation of Service Capacity and Acquisition of Easement Rights. (S. Albright).
- H. Discuss, consider and take action on review of TCDRS pension, including:
  - 1. Ratify plan options;
  - 2. Retirement eligibility options;
  - 3. Contribution rate for 2022. (J. Smith).

#### VII. STAFF REPORTS

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

### VIII. ADJOURNMENT

Dated: September 10, 2021

Jennifer Riechers

WTCPUA General Manager

Jennifer Rischers

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The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal

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

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

# IV. CONSENT AGENDA

# ITEM A

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

The August 19, 2021 Board of Directors meeting was held with in-person attendance and via remote access in accordance with the Governor's March 16, 2020 proclamation, as extended, suspending certain open meetings statutes in response to the current COVID-19 pandemic and statewide disaster declaration. The public was provided a toll-free number and free videoconference link to participate in the meeting.

### **Present:**

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

### **Staff and Consultants:**

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

### I. CALL TO ORDER

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

### II. ESTABLISH QUORUM

All Directors were present.

#### III. PUBLIC COMMENT

No public comment was received.

#### IV. PUBLIC HEARINGS

A. Conduct a public hearing on amendments to the WTCPUA's Land Use Assumptions, Capital Improvement Plan and water impact fees, 1:15 p.m.

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Director Roberts opened the public hearing at 1:18 p.m. Mr. Klein stated that this public hearing was for the proposed amendments to the Land Use Assumptions ("LUA") and Capital Improvement Plan ("CIP"). Mr. Klein stated that the hearing was being held in accordance with Chapter 395 of the Texas Local Government Code after the board called for this hearing and published appropriate notice in the last regular meeting, and that the Impact Fee Advisory Committee ("IFAC") had submitted recommendation.

Ms. Heddin next spoke on this item, providing a presentation on the impact fee study provided as **Exhibit A** and provided an overview of impact fees and the methodology of the study, stating that the study gives a year by year look over a 10-year period. Ms. Heddin stated that both existing and future projects were included in the study, and then associated costs were allocated for anticipated growth within the PUA's boundaries in the third step of the analysis. Ms. Heddin explained that the fourth step in the analysis is to calculate the impact fee and then hold a public hearing to adopt that fee. Ms. Heddin walked the Board through the process to formulate the LUA and CIP, and provided the numbers associated with these costs and projections.

Ms. Heddin stated there is an anticipated growth of 16,350 LUEs in the entire system over the next 10 years, with approximately 10,000 of the connections occurring in the 290 System and the remaining 6,000 is for the 71 system. Ms. Heddin stated that for wastewater, 2,400 new connections would be added to serve the Bee Cave area.

Ms. Heddin then addressed the CIP, assessing existing and future CIP necessary to meet expected growth, including \$125.5 million in water projects, \$80 million of which are newly identified projects. Additionally, Ms. Heddin noted that the PUA would have \$18 million in wastewater projects. Ms. Heddin then summarized the remaining portion of the study which allocated the costs to accommodate the growth and calculated the impact fee. Ms. Heddin walked through the specific methodology for calculating this fee based on the findings in the study, including taking into account tax credits to ensure customers are not paying twice for the same infrastructure.

Ms. Heddin next described the cash flow analysis, detailing ways the PUA could pay for proposed projects. Ms. Heddin anticipated that, without additional debt and based on the proposed schedule of projects, by 2024 the PUA would not have enough cash in the water impact fee fund and by 2027 would be close to \$20 million deficit in the water impact fee fund, if the PUA were to cash fund the projects. On the wastewater side, Ms. Heddin stated the PUA's funds would be in the negative next year as expansion projects begin and continue over the next seven years.

Ms. Heddin provided an analysis of other funds available to the PUA to fund projects, including the PUA's \$27 million dollar balance in the General Fund, and described the policy limits on using existing PUA funds and other policy concerns.

Ms. Heddin noted that the entire analysis presented to the Board assumed the PUA does not issue any debt. However, she noted that due to the shortfalls and concerns regarding draining all of PUA funds to the bare minimum, she ran an additional scenario where the PUA would issue additional debt to fund the anticipated projects. Ms. Heddin advised that the debt would help cash flow and concerns relating to the 2031 CIP projects that are not included in the plan. She stated that for the Hwy 71 system the maximum allowable fee if the Board issues debt would be \$5,249,

and for the Hwy 290 system the maximum allowable fee under issuance of debt would be \$8,605. Additionally, she noted that for wastewater the maximum allowable fee under the scenario with the issuance of debt would be \$12,199. Ms. Heddin then stated that assuming no new debt was issued, and no interest expenses associated with impact fees were applicable, the maximum allowable for the Hwy 71 system would be \$4,780, the Hwy 290 system would be \$8,135 and wastewater would be \$11,218. Ms. Heddin reminded the Board that the PUA by policy may adopt the maximum allowable impact fees or something less than that. Ms. Heddin also provided a table with 90% of the maximum allowable, which is what the Board adopted in 2018.

No public comments were received in the public hearing.

**MOTION**: A motion was made by Director Roberts to close the public hearing at 1:50 p.m. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

B. Conduct a public hearing on amendments to the wastewater impact fees, 1:30 p.m.

Director Roberts opened the public comment at 1:50 p.m. No public comments were received in the public hearing.

**MOTION**: A motion was made by Director Roberts to close the public hearing at 1:51 p.m. The motion was seconded by Director Smith.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

# V. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of July 15, 2021 regular Board Meeting.
- B. Approve payment of invoices and other bookkeeping matters.
- C. Approve Contractor Pay Requests including
  - 1. Payton Construction, Pay Application 6, \$191,423.74, County Line 1308 Pump Station 1340 Conversion;

- 2. DN Tanks, Inc., Pay Application 12, \$398,323.80, Southwest Parkway Ground Storage Tank 2; and
- 3. Austin Engineering Company, Pay Application 6 & Final Payment, \$27,750.00, Lift Station 9 Rehab.
- D. Approve Service Availability Letter and Non-Standard Service Agreement for:
  - 1. Uplands Office, 39 Water LUEs, 23 Wastewater LUEs, 71 System.
- E. Approve quote from Generator Field Services for generator for Lift Station No. 9, \$69,641.00.
- F. Approve quote from Elliott Electric Supply for Preventive Maintenance on Raw Water Intake VFD for Pump No. 4, \$26,635.50.

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

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

### VI. OLD BUSINESS

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

Ms. Albright gave brief update on the status of briefing with the Third Court of Appeals.

#### VII. NEW BUSINESS

At 2:51 p.m., Director Roberts announced that the Board would convene in executive session to discuss personnel matters pursuant to Texas Government Code § 551.074 regarding Items VII.C and VII.F.

At 3:23 p.m., Director Roberts announced that the Board would reconvene in open session and that no action had been taken in executive session.

# A. Discuss, consider and take action on order approving amendments to the WTCPUA's Land Use Assumptions and Capital Improvements Plan, and imposition of Water Impact Fees.

Ms. Heddin presented on this item and laid out the options for the Board, including the maximum allowable impact fees that may be adopted. Ms. Riechers stated that the IFAC recommendation was to adopt 90% of the maximum impact fee, provided as **Exhibit G**.

Director Roberts stated that City of Dripping Springs and Dripping Springs Water Supply Corporation have expressed some concerns that the capacity assumptions are too low. Ms. Riechers stated that the PUA is required to do a CIP update every five years, but it has typically done so every 3 years, where projections may be adjusted to address higher than anticipated growth.

Ms. Heddin stated that not assessing at 100% impact fee gives the Board some cushion if there are some minor over-calculations based on changing conditions. Ms. Heddin confirmed that setting the impact fees at 90% doesn't materially impact rates.

Ms. Heddin stated that she provided impact fee calculations and the Board can accept these amounts or any amounts below these amounts. Ms. Heddin detailed the funding of the capital projects and options for cash flow. She flagged that based on the timing of the projects, and the projections made regarding growth, there would be an approximate \$22 million shortfall in the water impact fee fund if all of the projects were to be cash funded. She stated that the wastewater impact fee fund is anticipated to be \$6 million if projects are cash funded.

Ms. Heddin followed that because of concerns with cash flow, she ran a second scenario that contemplated debt to cover the shortfalls in both impact fee funds. Ms. Heddin detailed the scenario of issuing debt.

Director Bethke stated that interest rates are historically low, and recommended 90% assessment of impact fees, and that the calculations include issuing debt.

Director Creveling asked if the current proposal is rate neutral, to which Ms. Heddin stated that current projections are rate neutral.

Kyle Danhaus, General Manager of Dripping Springs Water Supply Corporation (DSWSC) addressed the Board. Discussion ensued regarding the DSWSC wholesale agreement and assessment of impact fees. Director Roberts stated that the PUA is building infrastructure to send more water to the DSWSC, and recommended that they begin moving forward as soon as possible with a new agreement. Director Garza stated that there are many platted lots in DSWSC and that it may be best to determine what impact fee is to be paid by the DSWSC and include that in the new wholesale agreement. Director Roberts stated that the PUA wants to provide water to DSWSC, and that the PUA has a fiduciary responsibility to ensure that this water is paid for by the developments creating the growth.

Discussion ensued regarding Chapter 395 restrictions and whether staff could recalculate impact fees based on \$30 million of debt for water projects and \$10 million for wastewater projects for future consideration. Mr. Klein stated that due to the information changing, if the Board were to recalculate impact fees, the public needs to have different information noticed and that another public hearing would need to be called. Discussion ensued regarding the process for debt issuance and adoption of impact fees, and whether to schedule a new public hearing.

Ms. Smith stated that she is comfortable with establishing impact fees at 95% collection, and that this will include the legal cushion recommended, take into account future debt, and would not result in needing additional public hearings.

Ms. Heddin stated that at 95% of the maximum allowable assessment, water impact fees would be \$4,986 for the 71 System, \$8,175 for the 290 System, and \$11,590 for Wastewater.

**MOTION**:

A motion was made by Director Roberts to approve the Order Approving Amendments to the WTCPUA's Land Use Assumptions and Capital Improvements Plan, and imposition of Water Impact Fees, provided as **Exhibit H** and the Order Approving Amendments to the WTCPUA's Wastewater Impact Fees, provided as **Exhibit I**, setting the impact fees at 95% of the maximum allowable assessment. The motion was seconded by Director Garza.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

Mr. Klein clarified that the effective date would be October 1, 2021.

**MOTION**:

A motion was made by Director Smith to establish the effective date for the new water and wastewater impact fees as October 1, 2021. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

B. Discuss, consider and take action on order approving amendments to the WTCPUA's Wastewater Impact Fees.

This item was considered in conjunction with Item VII.A.

### C. Discuss, consider and take action on FY 2022 budget.

This item was discussed in Executive Session. Ms. Smith presented this item, provided as **Exhibit J**. She provided a high-level overview of the budget, and stated that fund balances would be decreased by \$22 million relating to capital projects spending. She stated that the fund balance in the general fund is being built to provide for early retirement of debt, and asked for direction from the Board as to whether this path should continue to be pursued.

Director Smith referenced the maintenance budget items and a general discussion ensued regarding the differing budget amounts.

Director Smith asked about the public relations consultant line item and offered to provide assistance in preparing a request for qualifications.

Director Smith asked about fuel storage, and recommended looking into whether this is feasible for the PUA. Ms. Riechers stated that this was something that could be discussed with the City of Bee Cave and they would continue to look into options.

Director Creveling stated that he would like to implement a tool to simplify tracking of costs relating to projects as they move forward with the CIP.

Next, Ms. Smith talked about timing on debt issuance and stated that the PUA's financial advisor recommended moving forward now with a debt issuance due to historically low rates. Discussion ensued regarding debt restructuring, and Ms. Smith stated that she would continue to review.

**MOTION**:

A motion was made by Director Smith to approve the Fiscal Year 2022 budget, provided as **Exhibit J**, including the directed adjustment to the General Manager's compensation. The motion was seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

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

Ms. Riechers presented this item, provided as **Exhibit K**, stating that these adjustments relate to the amortization schedules incorporated for each wholesale customer, and that the adjustments are effective October 1, 2021.

**MOTION**:

A motion was made by Director Roberts to approve the Order Amending WTCPUA's Wholesale Water and Wastewater Rates, provided as **Exhibit K**. The motion was seconded by Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, and Creveling

Voting Nay: None Abstained: None

Absent: Directors Garza and Smith

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

Ms. Riechers presented this item, provided as **Exhibit L**. She stated that two new positions are reflected with two vacancies.

MOTION: A motion was made by Director Roberts to approve the updated

Organizational Chart, provided as **Exhibit L**. The motion was seconded by

Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

### F. Discuss, consider and take action on annual review of General Manager.

This item was discussed in Executive Session. Director Roberts directed that the budget be adjusted to increase the General Manager's salary to \$210,000 per year.

# G. Discuss, consider and take action on letter from Lake Travis Independent School District.

Ms. Albright presented on this item, provided as **Exhibit M**. She stated that the PUA needs an easement on Hamilton Pool Road relating to planned facilities, and that LTISD is willing to grant an easement to the PUA. However, as a governmental entity, LTISD cannot "gift" this easement to the PUA and is requesting a commitment of 11 water LUEs to apply to a future school site on the Highway 71 System.

**MOTION:** A motion was made by Director Roberts to authorize the General Manager and general counsel to prepare an agreement between the PUA and LTISD in accordance with the terms offered in the LTISD letter. The motion was

seconded by Director Garza.

The vote was taken with the following result:

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Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

H. Discuss, consider and take action on report from Murfee Engineering Company regarding decommissioning of Lake Pointe Wastewater Treatment Plant

Andrea Wyatt with Murfee Engineering presented on this item, provided as **Exhibit N**. She provided a presentation regarding potential repair and rehabilitation that may be needed for the Lake Pointe Wastewater Treatment Plant, and stated that because the work is uncertain, it is difficult to determine how much a rehabilitation would cost. She detailed the rehabilitation work that could be needed, and flagged that the Bohls Wastewater Treatment Plant was planned to expand. Expanding Bohls to incorporate decommissioning of the Lake Pointe Wastewater Treatment Plant would cost approximately \$15 million, and the decommissioning itself would cost approximately \$760,000.

In response to a question from Director Creveling, Mr. Murfee stated that this decommissioning and associated expansion of the Bohls Wastewater Treatment Plant are not included in CIP and would come from the Facilities Fund.

Director Bethke stated his support for decommissioning of the facility. Ms. Smith stated that decommissioning is budgeted for the Facilities Fund. Ms. Wyatt stated that there will still need to be a lift station at the Lake Pointe WWTP site.

**MOTION**: A motion was made by Director Roberts to approve the decommissioning

of the Lake Pointe Wastewater Treatment Plant and the 1.5 MGD expansion of the Bohls Wastewater Treatment Plant. The motion was seconded by

Director Creveling.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

I. Discuss, consider and take action on Order and Amendment to WTCPUA Administrative Financial policies related to fund balances.

Ms. Smith presented this item, provided as **Exhibit O.** 

**MOTION:** A motion was made by Director Smith to approve the Order to amend the

WTCPUA Financial Policies, provided as Exhibit O. The motion was

seconded by Director Roberts.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Bethke, Creveling, Smith, and Garza

Voting Nay: None Abstained: None Absent: None

#### VIII. STAFF REPORTS

### A. General Manager's Report.

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

# B. Controller's Report.

Ms. Smith presented this item, provided as **Exhibit Q**.

# C. Operations Report.

Mr. Morgan presented on this item, provided as **Exhibit R.** 

### D. Engineer's Report including:

# 1. Capital Improvements Plan Update

Mr. Murfee presented on this item, provided as **Exhibit S**. He stated that the PUA had submitted an application to LCRA for additional firm water, anticipated to be 1,500 acre feet now with an additional 3,000 acre feet available when the new reservoir is complete. He also stated that there was a \$1.6 million project to extend a line from Ranch Road 12 to Fitzhugh Road that would loop the system. Ms. Riechers stated that she recommended this be included in the five-year update of the CIP, even if the project needs to be built before then.

Mr. Murfee also gave a report regarding SER requests from the City of Dripping Springs for Anarene and Cannon and followed that there is an additional project that will also be requested.

### IX. ADJOURNMENT

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

The vote was taken with the following result:

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	Voting Aye: Voting Nay: Abstained: Absent:	None None None	rts, Betnke, C	reveling, Smith, and Garza	
The meeting a	djourned at 3:5	54 p.m.			
Dated: Septer	mber 16, 2021				
				Scott Roberts WTCPUA Board President	
Walt S	Smith				
	UA Board Sec	retary			

# ITEM B



# West Travis County Public Utility Agency

# **Check Report**

By Check Number

Date Range: 08/02/2021 - 08/31/2021

Vendor Number Payable # Bank Code: AP Bank-A	Vendor Name Payable Type	Post Date	Payment Date Payable Descriptio	Payment Type on	Discount Am Discount Amount		Payment Amount able Amount	Number
01625 CL 1308 PS PA6	Payton Construction, Inc. Invoice	08/09/2021	08/27/2021 County Line 1308 F	EFT PS 1340 Conversion - Pa	0.00	0.00	191,423.74 191,423.74	33
00016 <u>133373</u>	Ace Contractor Supply Invoice	07/26/2021	08/04/2021 Consumables for LI	Regular M Warehouse	0.00	0.00	484.04 484.04	2443
00018 <u>\$100696693.001</u>	ACT Pipe & Supply Invoice	07/26/2021	08/04/2021 Meter Adapters LM	Regular 1 Warehouse	0.00	0.00	300.85 300.85	2444
00130 <u>YRB062021</u>	AT&T Mobility-CC Invoice	07/26/2021	08/04/2021 SCADA System Cell	Regular ular Network - 6/19/21	0.00	0.00	855.00 855.00	2445
00260 <u>1013609</u>	BrickHouse Security Invoice	07/24/2021	08/04/2021 Service 7/24/2021	Regular - 8/24/2021	0.00	0.00	455.81 455.81	2446
00369 <u>5879</u>	Chem Equip Invoice	07/12/2021	08/04/2021 Service Call at Lake	Regular pointe WW - Chlorina.	0.00	0.00	2,393.50 2,393.50	2447
02736 <u>INV26919684</u>	DocuSign, Inc Invoice	07/25/2021	08/04/2021 Annual Subscriptio	Regular n 7/23/2021 - 7/22/20	0.00	0.00	8,100.40 8,100.40	2448
00752 9973305759-I	Grainger Invoice	07/23/2021	08/04/2021 EMD Supplies for V	Regular VO#224	0.00	0.00	154.79 154.79	2449
00771 <u>072221-l</u>	Guardian Industrial Supply Invoice	LLC 07/16/2021	08/04/2021 Fuses for EMD Fab	Regular Shop	0.00	0.00	144.00 144.00	2450
00779 <u>12557898</u>	Hach Company Invoice	07/22/2021	08/04/2021 Grab Sample Panel	Regular s sc200 for WTP	0.00	0.00	9,752.00 9,752.00	2451
00784 10055886 10055887 10055919 10055924	Halff Associates, Inc. Invoice Invoice Invoice Invoice	07/22/2021 07/22/2021 07/22/2021 07/22/2021		v - Parten Ranch PH5 v - Parten Ranch Sec 4	0.00 0.00 0.00 0.00	0.00	10,680.74 2,514.82 2,100.00 317.50 5,748.42	2452
97521759 97523715 97523716 97523720 97523721 97523722 97523722 97523723 97523725 97524004	Lloyd Gosselink Rochelle & Invoice	Townsend, P.C. 06/01/2021 07/21/2021 07/21/2021 07/21/2021 07/21/2021 07/21/2021 07/21/2021 07/21/2021 07/21/2021 07/12/2021 07/12/2021	08/04/2021 General Employme General Counsel General Operation Dripping Springs IS Lake Travis ISD Anarene Tract Hill Spillman Townhom Fitzhugh 10 Litigation Burba Ra	D NSSA Tract SER nes NSSA	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00	31,910.76 152.50 7,500.00 1,748.00 1,405.38 318.00 53.00 293.38 26.50 20,414.00	2453
01434 6958395-I 7462143	McCoy's Building Supply Invoice Invoice	07/26/2021 07/22/2021	08/04/2021 Grass Seed for LM Consumables for LI	Regular M Warehouse	0.00 0.00	0.00	99.88 29.95 69.93	2454
01523 <u>1053946</u>	Mission Communications, Invoice	LLC 07/21/2021	08/04/2021 Annual Services for	Regular r Lift Stations and Coun	0.00	0.00	2,704.56 2,704.56	2455
01543 <u>44564</u> <u>44568</u>	Murfee Engineering Comp Invoice Invoice	any Inc. 06/15/2021 06/15/2021	08/04/2021 HPRPS Ground Stor SW Pkwy PS GST N	Regular rage Tank #2 Design, A o. 2	0.00 0.00	0.00	38,877.13 9,963.50 8,767.38	2456

9/10/2021 2:07:39 PM Page 1 of 7

Check Report						Date Range: 08/02	2/2021 - 08/31/2
Vendor Number Payable # 44569	Vendor Name Payable Type Invoice	Post Date 06/15/2021	Payment Date Payable Description County Line 1420 F		Discount Amount 0.00	ount Payment Amo Payable Amount 2,527.50	ount Number
44738	Invoice	07/13/2021	General Eng Servic	es FYE 9/30/2020	0.00	17,618.75	
02066	Spectrum		08/04/2021	Regular		0.00 510	0.66 2457
0020275072921	Invoice	07/29/2021		Service - Various Locati	0.00	510.66	
02066	Spectrum		08/04/2021	Regular		0.00 -51	0.66 2457
02037	The Bridge Group		08/04/2021	Regular		•	0.00 2458
<u>2021-0106</u>	Invoice	07/19/2021	Monthly Construct	ion Inspection Fees	0.00	12,020.00	
02108	Travis County MUD No 16		08/04/2021	Regular		0.00 30,98	1.09 2461
July 2021	Invoice	07/31/2021	Wastewater Billing	Collections	0.00	30,981.09	
02174	Waste Management of Tex	xas	08/04/2021	Regular		0.00 1,07	8.55 2462
0125245-2161-9	Invoice	07/23/2021	Garbage Service 8/	/1/2021 - 8/31/2021	0.00	1,078.55	
02177	Wastewater Transport Ser	vices, LLC	08/04/2021	Regular		0.00 11,20	3.13 2463
<u>11112423</u>	Invoice	07/22/2021	Lift Station Cleaning	ng - Bohls WWTP	0.00	1,680.00	
<u>11112424</u>	Invoice	07/22/2021	Lift Station Cleaning	ng - LS #22	0.00	1,320.00	
<u>11112425</u>	Invoice	07/22/2021	Lift Station Cleanir	ng - LS#17 Falconhead 2	0.00	1,320.00	
<u>11112427</u>	Invoice	07/22/2021	Lift Station Cleanir	ng - Lift Station #6	0.00	1,080.00	
<u>11112428</u>	Invoice	07/22/2021	Lift Station Cleanir	ng - Lift Station #2	0.00	1,080.00	
<u>11112429</u>	Invoice	07/22/2021	Lift Station Cleanir	ng - Lakepointe WWTP	0.00	1,320.00	
<u>11112480</u>	Invoice	07/22/2021	Emergency Cleanir	ng - Lift Station #3	0.00	1,631.25	
<u>11112495</u>	Invoice	07/22/2021	Emergency Cleanir	ng - Lift Station #2	0.00	1,771.88	
01324	Lower Colorado River Auth	nority	08/10/2021	Regular		0.00 6,000	0.00 2465
LCRA-Addt'l Raw	Invoice	08/10/2021	Additional 4,500 a	•	0.00	6,000.00	
00016	Ace Contractor Supply		08/16/2021	Regular		0.00	2.25 2466
133373-02	Invoice	07/27/2021		Off Wheels for LM Ware	0.00	12.25	
00018	ACT Pipe & Supply		08/16/2021	Regular		0.00 23	4.90 2467
<u>\$100695813.001</u>	Invoice	07/22/2021	Hand Pumps for LN	•	0.00	234.90	
00101	Aqua-Aerobic Systems, Inc		08/16/2021	Regular		0.00 88	7.82 2468
1029396	Invoice	07/20/2021	Supplies for WO#1	•	0.00	887.82	
00104	Arbor Car Wash		08/16/2021	Regular		0.00 36	3.61 2469
<u>123</u>	Invoice	06/30/2021	Car Wash/Detail/L	•	0.00	363.61	
00128	AT&T		08/16/2021	Regular		0.00 1,830	0.91 2470
08052021	Invoice	08/05/2021	Telephone Expens	e - Consolidated Bill	0.00	1,830.91	
00132	AT&T Wireless		08/16/2021	Regular		0.00 1,84	4.72 2471
287257473032X0	Invoice	08/04/2021	Staff Wireless Expe	ense - 8/5/2021 - 9/4/2	0.00	1,844.72	
00245	Brenntag Southwest Inc.		08/16/2021	Regular		0.00 6,269	9.99 2472
BSW31555-I	Invoice	07/30/2021	Aquamine for WTF	•	0.00	5,189.99	
BSW315990-I	Invoice	07/31/2021	Chemicals for Bohl	s WWTP	0.00	480.00	
BSW315991-I	Invoice	07/31/2021	Chemicals for Lake	pointe WWTP	0.00	600.00	
00369	Chem Equip		08/16/2021	Regular		0.00 1,00	2.10 2473
<u>5878</u>	Invoice	07/09/2021	Service Call at Boh	I's WWTP for Chlorinati	0.00	1,002.10	
02672	Cintas Corporation		08/16/2021	Regular		0.00 193	3.35 2474
5070579022	Invoice	07/29/2021	Medical Kit Replen	ishment- Water/LM/E	0.00	137.77	
5070579034	Invoice	07/29/2021	Medical Kit Replen	ishment @ Lakepointe	0.00	4.88	
5070579061	Invoice	07/29/2021	Medical Kit Replen	ishment - Admin Office	0.00	20.31	
5070579083	Invoice	07/29/2021	Medical Kit Replen	ishment - Bohls WWTP	0.00	30.39	
00447	Core & Main LP		08/16/2021	Regular		0.00 11,54	4.76 2475
P339585-I	Invoice	07/30/2021	Supplies for LM Sh	_	0.00	10,173.72	
P343567-I	Invoice	07/30/2021	Supplies for LM Sh		0.00	1,046.04	
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Check Report				ט	ate Range: 08/02/202	21 - 08/31/2
Vendor Number Payable # <u>P381338</u>	Vendor Name Payable Type Invoice	Post Date 08/09/2021	Payment Date Payment Type Payable Description Stock Supplies for LMD		Payment Amount yable Amount 325.00	Number
		_				
00479 <u>20200961</u>	D.A.D.'s Lawn Services, LLC Invoice	08/02/2021	08/16/2021 Regular  Monthly Ground Maintenance - June 202	0.00 0.00	5,820.00 5,820.00	2476
00549	Dell Financial Services		08/16/2021 Regular	0.00	39.00	2477
August 2021	Invoice	08/02/2021	Late Fee Assessment	0.00	39.00	2477
00568	Diligent Delivery Systems		08/16/2021 Regular	0.00	108.59	2478
126509	Invoice	07/30/2021	Courier Services 7/1/2021 -7/31/2021	0.00	108.59	2.70
00636	Elliott Electric Supply, Inc		08/16/2021 Regular	0.00	1,981.42	2479
51-00983-01-	Invoice	08/03/2021	30W LED Wall Pack for WO #001302	0.00	519.16	
51-01013-01	Invoice	08/02/2021	Supplies for WO #001301	0.00	880.17	
51-01013-02	Invoice	08/02/2021	Supplies for WO #001301	0.00	297.44	
51-01013-03	Invoice	08/04/2021	Supplies for WO #001301	0.00	284.65	
00684	Fastest Labs of Central Aus	stin	08/16/2021 Regular	0.00	25.00	2480
<u>371</u>	Invoice	07/31/2021	Background Check Jose Jesus Moralges	0.00	25.00	2.00
00752	Grainger		08/16/2021 Regular	0.00	1,411.44	2481
9002316298-I	Invoice	07/27/2021	Drop in Anchors for WO#208	0.00	100.62	2401
9826274038-I	Invoice	08/04/2021	EMD Inventory	0.00	1,310.82	
<u>302027 4030 1</u>	IIIVOICE	00/04/2021	LIND IIIVEILOTY	0.00	1,310.02	
00756	Green Oasis Plantscapes		08/16/2021 Regular	0.00	545.76	2482
<u>28884</u>	Invoice	08/01/2021	Quarterly Plant Maintenance	0.00	545.76	
00779	Hach Company		08/16/2021 Regular	0.00	996.00	2483
12569108	Invoice	07/29/2021	Probe for DO Meter - Lab Equipment for	0.00	996.00	
12571732-I	Invoice	07/30/2021	Hach DPD Chlorine Kits Mid Range WW	0.00	434.00	
2191602	Credit Memo	08/10/2021	Credit for Return Chlorine Test Kits - Bubb	0.00	-434.00	
00793	Harrington Industrial Plast	ics. LLC	08/16/2021 Regular	0.00	424.69	2484
04944230-1	Invoice	08/04/2021	EMD Supplies for WO#981	0.00	4.70	
04944242	Invoice	08/05/2021	Supplies for WO #0981	0.00	152.67	
04944286	Invoice	08/06/2021	Supplies for WO #0981	0.00	267.32	
00800	Hays County MUD No 4		08/16/2021 Regular	0.00	10,239.06	2/105
July 2021	Invoice	07/31/2021	Wastewater Billing Collections 2021.07	0.00	10,239.06	2403
00842	HydroPro Solutions, LLC		08/16/2021 Regular	0.00	11,172.20	2486
0018105-IN-I	Invoice	08/03/2021	3/4" Meters for Customer Service	0.00	9,938.88	
<u>17459.E-IN</u>	Invoice	08/01/2021	Network Monitoring System	0.00	1,233.32	
01310	Lloyd Gosselink Rochelle 8	Townsend, P.C.	08/16/2021 Regular	0.00	4,973.50	2489
97523682	Invoice	07/28/2021	Spanish Oaks	0.00	1,013.50	
97523683	Invoice	07/28/2021	2018 LUA/CIP/IF Update	0.00	960.00	
97523913	Invoice	07/27/2021	87th Legislative Consulting & Tracking	0.00	3,000.00	
01324	Lower Colorado River Auth	•	08/16/2021 Regular	0.00	102,974.00	2490
00529969-7/21	Invoice	07/30/2021	Purchase Water	0.00	100,255.25	
00530144-7/21	Invoice	07/30/2021	Purchase Water	0.00	2,718.75	
01434	McCoy's Building Supply		08/16/2021 Regular	0.00	352.40	2491
<u>6959134</u>	Invoice	08/06/2021	#10 3-1/2" Screws for LM Stock	0.00	29.99	
<u>7462517-I</u>	Invoice	07/28/2021	LM Supplies for WO#1297	0.00	7.38	
<u>7463376</u>	Invoice	08/09/2021	Supplies for WO #1328 @ LS#7	0.00	279.55	
7463489	Invoice	08/10/2021	Stock Supplies for CS Deptm.	0.00	39.47	
900-9804617 001	Credit Memo	08/04/2021	Credit - accidentally applied a cc purchase	0.00	-3.99	
01543	Murfee Engineering Comp	any Inc.	08/16/2021 Regular	0.00	26,630.28	2492
<u>44416</u>	Invoice	08/01/2021	County Line 1340 PS Design, Approval & C	0.00	11,757.78	
44417	Invoice	08/01/2021	HPRPS Ground Storage Tank #2 Design, A	0.00	3,163.75	
44420	Invoice	08/01/2021	1240 Transmission Main CIP Project	0.00	6,368.75	
44421	Invoice	08/01/2021	SW Pkwy PS GST No. 2	0.00	2,638.75	
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Check Report						Dat	te Range: 08/02/202	21 - 08/31/2
Vendor Number	Vendor Name		Payment Date	Payment Type			Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Paya	able Amount	
44425	Invoice	08/01/2021	Water Distribution	System Model Update	0.00		2,701.25	
01583	Office Depot		08/16/2021	Regular		0.00	269.81	2493
<u> 1900 - 2021.08</u>	Invoice	08/05/2021	Office Supplies for	Admin Office	0.00		269.81	
01629	Pedernales		08/16/2021	Regular		0.00	14,278.91	2494
0950 2021.08	Invoice	08/07/2021	Electric Charges - F	•	0.00	0.00	37.50	5 .
2795 2021.08	Invoice	08/07/2021	Electric Charges - F	·	0.00		12,332.28	
5199 2021.08	Invoice	08/07/2021	Electric Charges - E		0.00		70.87	
6270 2021.08	Invoice	08/07/2021	Electric Charges - F		0.00		1,777.04	
6972 2021.08	Invoice	08/07/2021	Electric Expense - I		0.00		61.22	
02720	Overdight Looping LICA Inc.		00/16/2021	Pogular		0.00	219.00	2405
02738 N8923109	Quadient Leasing USA, Inc. Invoice	08/01/2021	08/16/2021	Regular 23/2021 - 7/22/2021)	0.00	0.00	219.00	2495
<u>N0323103</u>	IIIVOICE	00/01/2021	Lease Fayment (4)	23/2021 - 7/22/2021/	0.00		215.00	
01915	Smith Pump Company, Inc.		08/16/2021	Regular		0.00	9,500.00	2496
1002237	Invoice	07/31/2021	Non Clog Submers	ible Pump @LS #22 - 5	0.00		9,500.00	
02029	Texas Excavation Safety Sys	stem Inc	08/16/2021	Regular		0.00	745.75	2498
21-16543	Invoice	07/31/2021	Message Fees - Jul	=	0.00	0.00	745.75	2.50
02043	The Reynolds Company	/ /	08/16/2021	Regular		0.00	2,897.06	2499
<u>21627899-00-I</u>	Invoice	08/02/2021	EMD Parts for WO	#1306	0.00		2,897.06	
02680	Travis County		08/16/2021	Regular		0.00	130,580.00	2500
Permit # 19-2287	Invoice	08/16/2021	Cash Security30 in	ch RW TM No. 2 (Permi	0.00		130,580.00	
02138	United Site Services of Tay	as Inc	08/16/2021	Pogular		0.00	140.04	2501
114-12265850	United Site Services of Texa Invoice	08/09/2021	County Line Pump	Regular Station	0.00	0.00	140.04	2301
11111203030	mvoice	00,03,2021	country Line i dilip	Station	0.00		110.01	
02140	Universal Background Scre	ening	08/16/2021	Regular		0.00	45.50	2502
<u>202107013507</u>	Invoice	07/31/2021	MVR/Driving Reco	rd - Jose Morles	0.00		45.50	
02143	USA BlueBook		08/16/2021	Regular		0.00	20.75	2503
685927	Invoice	08/05/2021	Hach Total Chlorin	e Chemkey Reagents	0.00		20.75	
02444	LICIC Lanatina Caminas II C		00/16/2021	Danular		0.00	2 700 60	2504
02144 454046	USIC Locating Services, LLC	07/31/2021	08/16/2021	Regular 7/1/2021 - 7/31/2021	0.00	0.00	2,708.69 2,708.69	2504
434040	Invoice	07/31/2021	Locating Services 7	/1/2021 - //31/2021	0.00		2,708.09	
02177	Wastewater Transport Serv	vices, LLC	08/16/2021	Regular		0.00	67,995.00	2505
<u>11112155</u>	Invoice	07/01/2021	Sludge Disposal - B	ohls WWTP	0.00		20,792.50	
<u>11112159</u>	Invoice	07/01/2021	Sludge Disposal - L	akepointe WWTP	0.00		39,727.50	
<u>11112175</u>	Invoice	07/01/2021	Sludge Disposal - V	VTP	0.00		7,475.00	
00144	Austin Engineering Inc		08/27/2021	Regular		0.00	27,750.00	2530
LS9 Rehab PA6	Invoice	08/03/2021	Lift Station #9 Reh	•	0.00	0.00	27,750.00	2000
							,	
00245	Brenntag Southwest Inc.	00/02/2024	08/27/2021	Regular	0.00	0.00	10,697.64	2531
<u>BSW316673</u>	Invoice	09/02/2021	Chemicals - WTP		0.00		10,697.64	
00457	CP&Y		08/27/2021	Regular		0.00	2,287.16	2532
WTCP1800076.0	Invoice	08/05/2021	Uplands WTP Tride	ent/Office Building & Hi	0.00		1,749.66	
WTCP2000029.0	Invoice	08/05/2021	SCADA System Imp	provements	0.00		537.50	
00573	DN Tanks, Inc		08/27/2021	Regular		0.00	398,323.80	2533
SWP GST PA12	Invoice	08/03/2021		y GST 1 - Pay App 12	0.00	0.00	398,323.80	2333
		,,		,	2.00			
00779	Hach Company		08/27/2021	Regular		0.00	400.00	2534
12589323	Invoice	08/11/2021	Stock for WW Dep	artment	0.00		400.00	
00825	Hill Country Texas Galleria,	LLC	08/27/2021	Regular		0.00	16,294.55	2535
<u>110B09012021</u>	Invoice	09/01/2021	Lease Expense		0.00		16,294.55	
02655	Infocond Inc		00/27/2021	Pogular		0.00	4.050.64	2526
02655 <u>195968</u>	Infosend, Inc Invoice	07/30/2021	08/27/2021 Billing Support	Regular	0.00	0.00	4,050.64 4,050.64	2330
133300	HIVOICE	07/30/2021	Dilling Support		0.00		7,030.04	

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Vendor Number	Vendor Name		Payment Date Payment Type	Discount Amou	nt Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description		Payable Amount	
01654	PostNet TX144	00/11/2001	08/27/2021 Regular		00 15.20	2537
<u>522986</u>	Invoice	08/11/2021	Postage for Monthly Reports to TCEQ - Jul	0.00	15.20	
02143	USA BlueBook		08/27/2021 Regular	0.0	00 245.72	2538
<u>693848</u>	Invoice	08/12/2021	Water Service Lock Key	0.00	245.72	
00128	AT&T		08/27/2021 Regular	0.0	00 1,609.33	2575
SWBT-08-202106	Invoice	08/10/2021	AT&T Claim for Damages at 50 Laurel Hill	0.00	1,609.33	
00122	ATOT Island		00/27/2024 Partilan	0.4	00 114	2576
00133 1455192608	AT&T- Internet Invoice	07/11/2021	08/27/2021 Regular Subscriber/Router	0.00	91.80 1.14	2576
2020.12.20-1	Credit Memo	06/24/2021	Subscriber/Router	0.00	-182.70	
5850473605	Invoice	08/11/2021	Subscriber/Router	0.00	92.04	
04.500			00/04/0004			D.F.T.0.0.0.0.0
01629	Pedernales 	00/02/2024	08/04/2021 Bank Draft		•	DFT0000906
<u>219617</u>	Invoice	08/03/2021	New Inline Pole & New Pad Mounted Tran		21,346.50	
<u>219618</u>	Invoice	08/03/2021	Removing Transformer off Pole- County Li	0.00	4,180.27	
00132	AT&T Wireless		08/05/2021 Bank Draft	0.0	00 2,050.28	DFT0000910
287257473032X0	Invoice	07/04/2021	Staff Wireless Expense - 7/5/2021 - 8/4/2	0.00	2,050.28	
00416	City of Austin		08/05/2021 Bank Draft	0.0	00 86.78	DFT0000911
040901295976	Invoice	07/29/2021	Utility Expense	0.00	86.78	
02700	MEN De el		00/05/2024 Pauls Dueft	0.4	00 4.004.33	DET0000013
02700 73118335	WEX Bank Invoice	07/31/2021	08/05/2021 Bank Draft Fuel Purchases	0.00	4,804.33	DFT0000912
73118333	invoice	07/31/2021	r der r drenases	0.00	4,004.33	
00225	BOK Financial		08/13/2021 Bank Draft			DFT0000913
WEST1217RR 8/2	Invoice	08/15/2021	Semi Annual Bond Payment - SR 2017 Ref		3,396,200.00	
WEST415RB 8/21	Invoice	08/15/2021	Semi Annual Bond Payment SR 2015	0.00	800,181.25	
WEST419RB 8/21	Invoice 	08/15/2021	Semie Annual Bond Payment SR 2019	0.00	613,475.00	
WEST813RR 8/21	Invoice	08/15/2021	Semi Annual Bond Payment - SR 2013 Ref	0.00	3,223,625.00	
00416	City of Austin		08/17/2021 Bank Draft	0.0	00 68.70	DFT0000926
<u>399981926115</u>	Invoice	08/12/2021	Utility Expense	0.00	68.70	
00416	City of Austin		08/17/2021 Bank Draft	0.0	00 87,279.95	DFT0000927
071050119054	Invoice	08/10/2021	Utility Expense	0.00	87,279.95	
00416	City of Austin		08/17/2021 Bank Draft	0.0	00 22,795.92	DFT0000928
441221549287	City of Austin Invoice	08/04/2021	Utility Expense	0.00	22,795.92	DI 10000328
		33/3./2322	, ,		,	
00416	City of Austin	00/45/0004	08/27/2021 Bank Draft			DFT0000946
<u>224678591566</u>	Invoice	08/16/2021	Utility Expense	0.00	64.20	
00416	City of Austin		08/27/2021 Bank Draft	0.0	00 209.41	DFT0000947
398275759410	Invoice	08/17/2021	Utility Expense	0.00	209.41	
00416	City of Austin		08/27/2021 Bank Draft	0.0	00 18,786.92	DFT0000948
78683217132	Invoice	08/13/2021	Utility Expense	0.00	18,786.92	
02549	DDQT Carrier		08/27/2021 Bank Draft	0.4	00 727.72	DETOCOCO
02548	BB&T - Conway	08/05/2021	• •	0.00	00 727.72 325.85	DFT0000950
<u>5381 - 2021.07</u> 5381-2021.07.07	Invoice	07/07/2021	Credit Card Purchases Credit Card Purchases	0.00	325.85	
5381-2021.07.16	Invoice Invoice	07/07/2021	Credit Card Purchases  Credit Card Purchases for WO#1098	0.00	45.91	
5381-2021.07.16-		08/10/2021	Credit Card Purchases for Truck #1423	0.00	-359.54	
5381-2021.07.20	Invoice	07/20/2021	Credit Card Purchases for WO#1098	0.00	22.97	
5381-2021.07.22	Invoice	07/22/2021	Credit Card Purchases for WO#1098	0.00	61.88	
5381-2021.07.28	Invoice	07/28/2021	Credit Card Purchases for WO#1301	0.00	229.90	
5381-2021.07.30	Invoice	07/30/2021	Credit Card Purchases for WO#1301	0.00	8.38	
5381-2021.07-I	Invoice	07/16/2021	Credit Card Purchases Fab Shop & Truck 1		359.54	
00173	DDST - Harkeidar		08/27/2021 Bank Draft	0.0	00 157.40	DFT0000951
8564 - 2021.07	BB&T - Harkrider Invoice	08/05/2021	Credit Card Purchases	0.00	67.52	PI 10000331
8564-2021.07.12-		07/12/2021	Credit Card Purchases Stock for WW Bohl		44.94	
000. 2021.07.12		0., 11, 2021		0.00	. 1.5 1	

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Date Range: 08/02/2021 - 08/31/2021

Vendor Number Payable #	Vendor Name Payable Type	Post Date	Payment Date Payable Description	, ,,		unt Payment Amount Payable Amount	Number
8654-2021.07.16	Invoice	07/16/2021	Credit Card Purcha		0.00	44.94	
00175	BB&T - Main Office 4972		08/27/2021	Bank Draft	0	.00 2,319.51	DFT0000952
4972 - 2021.07	Invoice	08/05/2021	Credit Card Purcha	ses	0.00	2,319.51	
00178	BB&T - Rendon		08/27/2021	Bank Draft	0	.00 212.34	DFT0000953
<u>1099 - 2021.01</u>	Credit Memo	02/05/2021	Credit Card Refund	ls	0.00	-1,330.99	
<u> 1099 - 2021.01-1</u>	Invoice	02/05/2021	Credit Card Purcha	ses	0.00	346.37	
<u> 1099 - 2021.03-l</u>	Invoice	03/04/2021	Credit Card Purcha	ses	0.00	87.88	
<u> 1099 - 2021.07</u>	Invoice	08/05/2021	Credit Card Purcha	ses	0.00	212.34	
1099-2021.02	Invoice	03/05/2021	Credit Card Purhca	ses	0.00	122.00	
1099-2021.03	Invoice	04/05/2021	Credit Card Purcha	ses	0.00	58.36	
2021.08.10	Invoice	08/10/2021	BB&T Credit Card		0.00	716.38	
00179	BB&T - Riechers		08/27/2021	Bank Draft	0	.00 552.42	DFT0000954
<u>5532 - 2021.07</u>	Invoice	08/05/2021	Credit Card Purcha	ses	0.00	552.42	
00183	BB&T - Smith		08/27/2021	Bank Draft	0	.00 933.59	DFT0000955
9968 - 2021.07	Invoice	08/05/2021	Credit Card Purcha	ses	0.00	933.59	
00184	BB&T - Strickland		08/27/2021	Bank Draft	0	.00 86.39	DFT0000956
<u>8622 - 2021.07</u>	Invoice	08/05/2021	Credit Card Purcha	ses	0.00	28.12	
8622-2021.07.15	Invoice	07/15/2021	Credit Card Purcha	ses Replace PRV	0.00	58.27	

### **Bank Code AP Bank Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	126	68	0.00	1,051,660.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-510.66
Bank Drafts	39	18	0.00	8,200,143.88
EFT's	1	1	0.00	191,423.74
_	166	88	0.00	9,442,717.29

9/10/2021 2:07:39 PM Page 6 of 7

# **All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	68	0.00	1,051,660.33
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-510.66
Bank Drafts	39	18	0.00	8,200,143.88
EFT's	1	1	0.00	191,423.74
	166	88	0.00	9,442,717.29

# **Fund Summary**

Fund	Name	Period	Amount
99	Pooled Cash	8/2021	9,442,717.29
			9,442,717.29

9/10/2021 2:07:39 PM Page 7 of 7

# ITEM C



# Murfee Engineering Company

August 31st, 2021

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

Re: WTCPUA County Line 1308 Pump Station 1340 Conversion Contractor's Application for Payment No. 7

Mr. Roberts and Board:

Enclosed is Application for Payment No. 7 from Payton Construction, Inc. for the period ending August 31<sup>st</sup>, 2021. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of ninety-three thousand one hundred ninety-four dollars and five cents (\$93,194.05). This application for payment is broken down as follows:

\$1,549,710.00
\$0.00
\$1,549,710.00
\$614,608.67
\$30,730.43
\$93,194.05
\$965,831.76

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

Sincerely,

Jason Baze, P.E. Project Manager

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

**APPLICATION AND CERTIFICATION FOR PAYMENT** AIA DOCUMENT G702 OWNER: West Travis County Public Utility Agency PROJECT: County Line 1308 Pump Station 1340 Conversion APPLICATION NO: 7 Distribution to: 13215 Bee Cave Parkway 12004 1/2 West U.S. 290 Hwy. X OWNER **APPLICATION DATE:** 08/31/21 Building B, Suite 110 Austin, Texas 78737 **PERIOD TO:** 07/28/21 to 08/31/21 X ENGINEER Bee Cave, Texas 78738 **PCI JOB NO: 229** CONTRACTOR **CONTRACTOR:** Payton Construction, Inc. **ENGINEER:** Murfee Engineering Company, Inc. 1101 Capital of Texas Highway South P.O. Box 1734 Building D, Suite 110 Wimberley, Texas 78676 Austin, Texas 78746

CONTRACT DATE: 01/20/21 NOTICE TO PROCEED: 02/01/21 COMPLETION DATE: 12/23/21 CONTRACT TIME: 325 CD CONTRACT TIME USED: 212 CD

CONTRACTOR'S APPLICATION FOR	PAYMI	ENT	CONTRACTOR'S CERTIFICATION	
Application is made for payment, as shown below, in connection wi	th the Contra	ct	The undersigned Contractor certifies, to the best of it's knowledge, the following	owing:
Continuation Sheet, AIA Document G703, is attached.			(1) All previous progress payments received from Owner on account of W	ork done under the
			Contract have been applied on account to discharge Contractor's legitimate	obligations incurred in
1. ORIGINAL CONTRACT SUM	\$	1,549,710.00	connection with the Work covered by prior Applications for Payment	
			(2) Title to all Work, materials and equipment incorporated in said work, or	
2. NET CHANGE BY CHANGE ORDERS	\$	0.00	covered by this Application for Payment, will pass to Owner at time of pay	
			Liens, security interests, and encumbrances (except such as are covered by	
3. CONTRACT SUM TO DATE	\$	1,549,710.00	Owner indemnifying Owner against any such Liens, security interest, or er	
(Line 1 + 2)		<14 <00 < <b>5</b>	(3) All the Work covered by this Application for Payment is in accordance	with the Contrac
4. TOTAL COMPLETED & STORED TO DATE	\$_	614,608.67	Documents and is not defective.	
(Column G on G703) 5. RETAINAGE:			Contractor Signature	
	27,910.50		Contractor Signature	
(Column D + E on G703)	27,910.30		By: Youl C. Thurston Date	e: 08/31/21
b. 5% of Stored Material \$	2,819.93		By. Dan C. Jones Bar	06/31/21
(Column F on G703)	2,619.93		State of: Texas County of: Hays	SHAROLYN FLIPPO SPANOtary Public, State of Texas
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of C	3703) \$	30,730.43	Subscribed and sworn to before me this 31st day of August, 2021.	Comm. Expires 02-27-2025 Notary ID 126820886
TO THE RETURNING (Enios sur 50 of Total in Columns of C		50,750.15	Notary Public: Sharolyn Flippc	
6. TOTAL EARNED LESS RETAINAGE	\$	583,878.24	My Commission expires: 02/27/2025	yopa
(Line 4 Less Line 5 Total)	· <del>-</del>	<u>,                                      </u>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	490,684.19	Payment is recommended by:	
(Line 6 from prior Certificate)	_			00/01/0001
8. CURRENT PAYMENT DUE	\$	93,194.05	Blake West Date	e: <u>08/31/2021</u>
			(Construction Inspector)	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	965,831.76	5	
(Line 3 less Line 6)			Payment is recommended by:	
			Dat	۵۰
CHANGE ORDER SUMMARY ADI	OITIONS I	DEDUCTIONS	(Engineer)	···
Total changes approved in previous months by Owner	\$0.00	\$0.00	(Eligineer)	
Total changes approved this month by Owner	\$0.00	\$0.00	Payment is approved by:	
Totals	\$0.00	\$0.00	,,,,,,,	
Net Changes by Change Order	\$0.00	4	Dat	e:
11	•		(Owner)	

# **CONTINUATION SHEET**

#### AIA DOCUMENT G703

PROJECT: WTCPUA - County Line 1308 Pump Station 1340 Conversion

OWNER: West Travis County Public Utility Agency ENGINEER: Murfee Engineering Company, Inc. CONTRACTOR: Payton Construction, Inc.

APPLICATION NO: 7 APPLICATION DATE: 08/31/21 PAYMENT PERIOD FRO: 07/28/21 to 08/31/21 PCI PROJECT NO: 229

A	В	С	D	E	F	G	Н	I	J
ITEM	DESCRIPTION OF WORK	SCHEDULED	WORK COM	WORK COMPLETED		TOTAL	%	BALANCE	RETAINAGE
NO.		VALUE	FROM PREVIOUS	THIS PERIOD	PRESENTLY	COMPLETED	(G ÷ C)	TO FINISH	(IF VARIABLE
			APPLICATION		STORED	AND STORED		(C - G)	RATE)
			(D + E)		(NOT IN	TO DATE			
					D OR E)	(D+E+F)			
E-1	205 SY - Limits of Construction Restoration	4,100.00	1,025.00	0.00	0.00	1,025.00	0.25	3,075.00	51.25
E-2	215 LF - Silt Fence	860.00	860.00	0.00	0.00	860.00	1.00	0.00	43.00
W-1	1 LS - Pump Station Building	212,000.00	44,423.00	88,499.00	11,238.67	144,160.67	0.68	67,839.33	7,208.03
W-2	1 LS - Installation of Fourth Pump Can	23,000.00	23,000.00	0.00	0.00	23,000.00	1.00	0.00	1,150.00
W-3	3 EA 1500 GPM Vertical Turbine Pumps	384,000.00	53,760.00	0.00	0.00	53,760.00	0.14	330,240.00	2,688.00
W-4	3 EA 12" Pump Control Valve	84,000.00	75,600.00	8,400.00	0.00	84,000.00	1.00	0.00	4,200.00
W-5	4 EA 12" Resilient Wedge Gate Valve	12,000.00	10,800.00	1,200.00	0.00	12,000.00	1.00	0.00	600.00
W-6	4 EA 16" Resilient Wedge Gate Valve	40,000.00	40,000.00	0.00	0.00	40,000.00	1.00	0.00	2,000.00
W-7	1 EA 24" Insert Valve	78,000.00	13,000.00	0.00	0.00	13,000.00	0.17	65,000.00	650.00
W-8	40 LF - 16" Suction Piping	16,000.00	16,000.00	0.00	0.00	16,000.00	1.00	0.00	800.00
	35 LF - 24" Suction Piping	29,750.00	29,750.00	0.00	0.00	29,750.00	1.00	0.00	1,487.50
W-10	30 LF - 12" Discharge Piping	48,000.00	48,000.00	0.00	0.00	48,000.00	1.00	0.00	2,400.00
W-11	1 LS - Tie-in to Discharge Header	11,000.00	11,000.00	0.00	0.00	11,000.00	1.00	0.00	550.00
W-12	1 LS - Demolition and Removal Work	17,000.00	14,900.00	0.00	0.00	14,900.00	0.88	2,100.00	745.00
W-13	1 LS - Temp. Support of Exist. Electrical Equipment	4,000.00	4,000.00	0.00	0.00	4,000.00	1.00	0.00	200.00
W-14	1 LS - Install 16" Wafer Check Valve in EST	5,000.00	100.00	0.00	0.00	100.00	0.02	4,900.00	5.00
M-1	1 LS - HVAC System	160,000.00	2,000.00	0.00	45,160.00	47,160.00	0.29	112,840.00	2,358.00
	1 LS - Electrical Service Upgrade	6,000.00	100.00	0.00	0.00	100.00	0.02	5,900.00	5.00
EL-2	1 LS - Electrical Work	330,000.00	70,793.00	0.00	0.00	70,793.00	0.21	259,207.00	3,539.65
EL-3	1 LS - SCADA and Programming	85,000.00	1,000.00	0.00	0.00	1,000.00	0.01	84,000.00	50.00
	TOTAL	1,549,710.00	460,111.00	98,099.00	56,398.67	614,608.67	0.40	935,101.33	30,730.43

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

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

THE STATE OF TEXAS	§									
COUNTY OF TRAVIS	§ §									
		outhority.	0.0	+bic	day	norcono	مراد مرس	a and	2000	arad
BEFORE ME, the Wendell W. Pa	undersigned vton	authority, known	on to	this me	day to	be a	lly came credibl		appe son,	ared and
	resident	KIIOWII	of				nstruction,	•	3011,	unu
, aTex	as Corporation		herei	nafter	called	"Contra	ctor"), ar	d who,	being	first
duly sworn, upon his o	oath declares ar	nd acknowle	edges	as foll	ows:					
2. I am the duly au affidavit, to enter into its acts and deeds, and	the agreemen	ts and to gr	ant th	e lien '	waiver	s herein s	et forth,			
3. Contractor has sufacilities known as <u>W</u> particularly described "Owner"), and(the "Contra	TCPUA County in that one ce	Line 1308 F rtain <u>Stand</u> Payto	Pump ard Fo on Cor	Station orm of ostruct	n 1340 Agree	Convers ment by	ion (the "	Facilitie	s") as r	nore
4. Contractor has reperformed in connected the "Releast t	tion with the c								and I /27/21	abor ,
5. In consideration consideration, the recand, acting herein by interests (whether materialman's liens unheld, or to be owned which the Facilities ar whether real or persofor any materials supand including the Rerelease, acquit and fo such claims, debts, desame.	ceipt of all of war and through choate or incommer the Constite of the Constitution of the Constitutio	which is here me, does he choate and itution, state eld by Con- in property in and whether performed ind the Con- itution is here and the Con- itution is here an	eby achereby denoted in the contractor of the contractor of the contractor denoted in the contra	knowl waive uding, and lave r in ar rred to t affixe annecti r for i espect	edged, e and withous of the object of the object of the object of the object of the withous of the object of the o	Contractive Contractive Contractive Contractive Contractive Construction Contractive Contr	tor has wany and a sation, alof Texas) cies and color sever uction of sentatives and assign	aived arall liens, I mechowned, on any parany parable from the Faci	nd rele rights anic's claime propert art the m the l ilities u ssigns any ar	ased and and ed or y on reof, and, lp to does
6. A full and comple	-						_	_		

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

# <u>Bidding Requirements, Contract Forms & Conditions of the Contract</u> Supplemental General Conditions – Section 00810

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

EXECUTED on this the_	31st day	of	ugust	2021	
		CONTRACTOR	Payton Construc	ction, Inc.	
		By: Print Name:	Paul A. Rizzuto	. Phyputo	
		Title:	Project Manage	-	
THE STATE OF TEXAS	§				
COUNTY OF HAYS	§ §				
SWORN TO AND SUBSC	RIBED BEFO	_	31st day of _		2021
Notary Public in and for the State of Texas Printed Name: Sharolyn Flippo My Commission Expires: February 27, 2025					

ATTACH:

Exhibit A - List of Subcontractors

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

# SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS	§		
	§		
COUNTY OF TRAVIS	§		
		m.1	FIA 10
BEFORE ME, the undersig who, being by me duly swo	ned authority, personally ap orn, states as follows:	peared Ting Morates.	t dride
	I.		
My name is Tina Me	water Eldridge.	r referred to as "Subcontractor").	of
T. Morales Comp	hereinafter	r referred to as "Subcontractor').	
facilities known as WTCPU	A County Line 1308 Pump Standard Forn	work in conjunction with the con ation 1340 Conversion (the "Facilitie n of Agreement by and between W and Payton Cons	es") as more TCPUA (the
	11.		
For and in conside \$\lambda \lambda \l	now due and	t to Subcontractor of the dowing for the construction of the ('Progress Payment"), Su	Facilities as ubcontractor
Facilities and on any property are referred to be to 1/2 30 is effective for all labor, including the Release Date have furnished or perfor supplies for use in connect through or under the undextent not already paid) institution advancing functions of any claims again	perty on which the Facilities in the receipt as the "Property") for a party (the materials, specially fabricated e, and further the undersigned med work and/or furnished attion with the construction of dersigned will be fully paid a land the undersigned does he did in reliance hereon, harmle inst them on account of the ty. The total amount paid to the mere in the receipt which is the second of the land the total amount paid to the receipt which is the second of the land the second of the land	all rights to hereafter perfect any are located (collectively, the Facilitiany work performed or materials of "Release Date"). This release and will materials and/or services furnished states that all persons, parties and it materials, specially fabricated materials, specially fabricated materials, specially fabricated materials, the Facilities through the Release Dall amounts that may be due and overeby agree to hold the Owner and east from any loss, cost or expense a unpaid bills for labor performed the Subcontractor for the Facilities,	ies and such upplied prior raiver of liens ed up to and entities that aterials, and Date claiming owing (to the lany lending e incurred by or materials

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

IN WITNESS WHEREOF,	the undersigned day ofS	has caused these presents to be duly executed this the
		T. Morates Company
		(SUBCONTRACTOR)
	Delet	By: Jallan El
	Print	Name: Tina Morates-Elaridge Title: Hes- of G.P.
SWORN TO AND SUBSCRIE	BED BEFORE ME t	his 2 day of Sept, 2021.
		Notary Public, State of Texas
THE STATE OF TEXAS	§ §	
COUNTY OF TRAVIS	\$	
This instrument was	acknowledged	before me on the 2 day of Sept
of T. Morales (	Lynagina	, a, on behalf
		SandiaMpuland
		Notary Public in and for the State of Texas
		Printed Name: Sandra Mortland
		My Commission Expires: 112 2023
		SANDRA MORELAND Notary Public, State of Texas Comm Expires 01-12-2023 Notary ID 123967261

# <u>Bidding Requirements, Contract Forms & Conditions of the Contract</u> Supplemental General Conditions – Section 00810

# Exhibit "A" List of Subcontractors

1.	T. Morales Company
2.	Pump Solutions, Inc.
	Water Damage Roofing of Austin
4.	Diamondback Mechanical Group
5.	JW Brick
Э.	
10	·
11	•
12	•
13	·
14	•
	•
	·
17	
18	•
	·
20	



# Murfee Engineering Company

September 9th 2021

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

Re:

WTCPUA SWP GSTs

Contractor's Application for Payment No. 13

Mr. Roberts and Board:

Enclosed is Application for Payment No. 12 from DN Tanks, Inc. for the period ending July 28<sup>th</sup>, 2021. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of three hundred and ninety-eight thousand, three hundred and twenty three dollars and eighty cents (\$398,323.80). This application for payment is broken down as follows:

Original Contract Price:	\$3,242,374.40
Net Change by Change Orders:	\$694.46
Current Contract Price:	\$3,243,068.86
Total Completed and Stored to Date:	\$2,695,085.40
Retainage (5%):	\$134,754.27
Amount Due this Application:	\$266,000.81
Balance to Finish, Plus Retainage:	\$682,737.73

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

Sincerely,

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA MEC File No. 11051.146

TO OWNER:	WEST TRAVIS COUNTY PUA	PROJECT:	AUSTIN, TX (WTC PUA SWPKWY GST)	APPLICATION NO:	13 DATE:	8/24/2021
	13215 Bee Cave Pkwy Bldg. B, Suite 110		10710 1/2 W. SH 71	PERIOD TO:	8/28/2021	
	Bee Cave, TX 78738		Austin, TX 78735	Engineer's Project No. 11051.110/146	11051.110/146	
		Contractor Job Number:	2020-024			
FROM CONTRACTOR	FROM CONTRACTOR: DN Tanks, Inc			CONTRACT DATE: 7-27-20	7-27-20	
	PO BOX 670690 DALLAS, TX 75267-0690	VIA ENGINEER	VIA ENGINEER: Murfee Engineering Co., Inc.			
Phone:	781-246-1133	CONTRACT FOR: W	CONTRACT FOR: WTCPUA Southwest Parkway Ground Storage Tank			

# CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied

CONTRACTOR'S CERTIFICATION

n to before me this 31 day of the Albard ires: 9.18.3-3  Scott Beardaworth (Construction Inspector [if applice	\$ 134,754.27 \$ 2,560,331.13 \$ 2,294,330.32 \$ 265,000.81 \$ 682,737.73	b. (Column F on G703) Total Retainage (Lines 5a + 5b or Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)
ION OIL COMPANY	\$ 134,754.27 \$ 2,560,331.13	Column For Cross  Total Retainage (Lines 5a + 5b or  Total in Column I of G702)  6. TOTAL EARNED LESS RETAINAGE
nager) County of Dall	\$134,754.27	RETAINAGE:     a.
Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or 0 encumbrances); all Work covered by this Application for Payment is in accordance with the Control Documents and is not phylefective.	\$ 594.46 \$ 3.243.068.86 \$ 2.695.085.40	<ol> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</li> </ol>
on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment, (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all	\$ 3.242.374.40	1. ORIGINAL CONTRACT SUM

State of Texas Texas Texas State of Texas Texas Subscribed and swom to before me this 31 day of August 2021  Notary Public: V. C. M. Krunn  My Commission expires: Q. 18.3.3  Payment is recommended by: Scott Beaudaturonth (Daylineed by: Texas Agusticable)
By: State of: Subscrit Notary! My Con Payment recomms

705



(Owner)

\$694.46

\$16,908.46

ADDITIONS

CHANGE ORDER SUMMARY

in previous months by Owner Total approved this Month

total changes approved

\$16,908.46

**NET CHANGES by Change Order** 

TOTALS

1 of 2

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.
Project: Southwest Parkway Ground Storage Tank
Location: Austin, TX Application No: 13
Contractor's Job Number: 2020-024

Engineer's Project No: 11051.110/146

Date:

8/24/2021

Period To: 8/28/2021

Marcia   M	Item		Heit	Contract	Cobodulod		Completed	T		Completed	Complete	d and Stored T	o Date	
200		Description	Unit Price	Contract Quantity / UM	Scheduled Value			(						Retention
Part	E-1 2000	LOC Restoration	34,502.40	1.000 EA	34,503.00	0.10	3450.24		0.00	0.00	0.10	3,450.24	10%	172.51
	Total				34,503.00		3,450.24			0.00		3,450.24	10%	172.51
Affection of the control of the cont	E-2													
2000   Saccidad Country Control Printers   3,000,00   1,000		Silt Fence	4,716.00	1.000 EA	4,716.00	0.90	4244.40		0.00	0.00	0.90	4,244.40	90%	212.22
	Total				4,716.00		4,244.40			0.00		4,244.40	90%	212.22
Series of the se	E-3 2000	Stabilized Construction Entrance	3.600.00	1.000 EA	3.600.00	0.90	3240.00		0.00	0.00	0.90	3 240 00	90%	162.00
Company   Comp	Total	-	,,,,,,		·									
1.255.599.00   1.255.	W-1													
12-10-10-10-10-10-10-10-10-10-10-10-10-10-	Takal	Ground Storage Tank	1,251,599.00	1.000 LS		0.982	1,228,994.90		0.010	12,356.10	0.992	1,241,351.00	99.2%	62067.55
200   10   10   10   10   10   10   10					1,251,599.00		1,228,994.90		0.010	12,356.10		1,241,351.00	99.2%	62,067.55
## 1	W-2 2010	16" Water Line	34,626.00	1.000 LS	34,626.00	1.00	7000.00		0.00	0.00	1.00	34.626.00	100%	1731.30
2010 20 W Water Line	Total							+						_
The Performance of Finding Formation (Finding Finding Formation (Finding Finding	W-3													
The infrastructure   3,800.00   1,000.15   3,600.00   1,00   3,600.00   3		20" Water Line	19,720.00	1.000 LS	19,720.00	1.00	19720.00		0.00	0.00	1.00	19,720.00	100%	986.00
2010 20 Tab independentum 3,000 00 1,000 LS 3,000 00 1,00 3,000 00 1,00 0 LS 3,000 00 1,00 0	Total				19,720.00		19,720.00			0.00		19,720.00	100%	986.00
100   100	W-4 2010	20" Tie-In Infrastructure	3 600 00	1,000 LS	3 600 00	1.00	3600.00		0.00	0.00	1.00	3 600 00	100%	180.00
The Personal Section 1 100 LS 2,200.00 1.00 LS 2,200.00 1.00 2200.00 0.00 0.00 0.00 1.00 2,200.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	Total	20 110 111 1111 1110 1110 1110	0,000.00	1.000 20		1.00		+	0.00		1.00			+
The Removal Committee and Removal of Existing Source Committee Source Committee Commit	W-5				·							.,		
A 2010 Pr. Tarik Hydrodynamic Miner 154,800.00 1.00 LS 154,800.00 1.00 1.54,800.00 0.00 0.00 0.00 1.00 154,800.00 100% 7740.00 154,800.00 1.00 154,800.00 1.00 154,800.00 1.00 154,800.00 1.00 154,800.00 1.00 154,800.00 1.00 1.00 154,800.00 1.00 1.00 1.00 1.00 1.00 1.00 1.0	2010	16" Tie-In Infrastructure	2,200.00	1.000 LS	2,200.00	1.00	2200.00		0.00	0.00	1.00	2,200.00	100%	110.00
154,800.00   1.00   1.00   1.00   1	Total				2,200.00		2,200.00			0.00		2,200.00	100%	110.00
NAME   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   154,800.00   100   100   154,800.00   100	w-6 2010													
47 x 3.5' Drainage Flume	Total	In-Tank Hydrodynamic Mixer	154,800.00	1.000 LS		1.00			0.00		1.00			
2010 47 x 3.5 'Drainage Flume	W 7				154,800.00		154,800.00			0.00		154,800.00	100%	7,740.00
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Tree Removal 5,800.00 1,000 LS 5,800.00 1,000 LS 5,800.00 0,00 0,00 0,00 0,00 0,00 0,00 0,	Total				64,131.99		0.00			0.00		0.00	0%	0.00
Tree Removal   Tree Removal   S,800.00   1,000   1,000   S,800.00	W-8													
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Demolition and Removal of Existing   So,500.00   1.000 LS   So,500.00   1.000   So,5	Total				5,800.00		5,800.00			0.00		5,800.00	100%	290.00
SST	w-9 2020		50.500.00	1.000 LS	50.500.00	1.00	50500.00		0.00	0.00	1.00	50.500.00	100%	2525.00
Electrical Work 46,600.00 1.00 LS 46,600.00 1.00 46,600.00 0.00 0.00 1.00 46,600.00 100% 2,330.00 100% 2,330.00 100% 1.00 LS 3,060.00 1.00 3,060.00 0.00 1.00 3,060.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 100% 153.00 10	Total	GST	,				-	+						+
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2020 Trench Safety 3,060.00 1.000 LS 3,060.00 1.00 3,060.00 0.00 1.00 3,060.00 100% 153.00 153.00 100% 153.00 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 153.00 100% 1536.00 100% 153	Total				46,600.00		46,600.00			0.00		46,600.00	100%	2,330.00
Stal 3,060.00 1.00 3,060.00 1.00 3,060.00 1.00 3,060.00 1.00 153.00 153.00 1.00 153.00 153.00 100% 153.00 153.00 1.00 153.00 100% 153.00 1	TS-1 2020	Trough Safaty	3.000.00	1,0001.0	3 000 00	1.00	2005 22		0.00	0.00	400	0.000.00	1000	450.00
S-2 2020 Temporary Fencing 536.00 1.00 LS 536.00 1.00 536.00 0.00 0.00 1.00 536.00 100% 26.80  L-1 AL-1 Ground Storage Tank #2 1.559,900.40 1.00 LS 1.559,900.40 0.547 853,713.01 0.172 267,644.75 0.719 1,121,357.76 71.9% 56067.89 CO#3 GST2 outlet reorientation 3,176.47 1.00 LS 3,176.47 0.45 1429.41 0.00 0.00 0.00 0.45 1,429.41 45% 71.47 otal	Total	Trendt Salety	3,000.00	1.000 LS		1.00		-	0.00		1.00			
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L-1 AL-1 Ground Storage Tank #2 CO#3 GST2 outlet reorientation 1,559,900.40 1,000 LS 1,559,900.40 0.547 853,713.01 0.172 267,644.75 0.719 1,121,357.76 71.9% 56067.89 71.47  otal		Temporary Fencing	536.00	1.000 LS	536.00	1.00	536.00		0.00	0.00	1.00	536.00	100%	26.80
AL-1 Ground Storage Tank #2 1,559,900.40 1.000 LS 1,559,900.40 0.547 853,713.01 0.172 267,644.75 0.719 1,121,357.76 71.9% 56067.89 CO#3 GST2 outlet reorientation 3,176.47 1.000 LS 3,176.47 0.45 1429.41 0.00 0.00 0.00 0.45 1,429.41 45% 71.47 otal	Total				536.00		536.00			0.00		536.00	100%	26.80
CO#3 GST2 outlet reorientation 3,176.47 1.000 LS 3,176.47 0.45 1429.41 0.00 0.00 0.45 1,429.41 45% 71.47 otal 1,563,076.87 853,713.01 267,644.75 1,121,357.76 71.7% 56,067.89	AL-1	N 4 0 10 7 - 1 "2	4 550 000 10	4000:0	4.550.000.00	0.5:-								
otal 1,563,076.87 853,713.01 267,644.75 1,121,357.76 71.7% 56,067.89														
Application Total 3.243.068.86 2.387.458.55 280.000.85 2.695.085.40 134.754.27	Total													
		Application Total	<u> </u>		3 243 068 86		2 387 458 5	5		280 000 95		2 605 09	85.40	134 754 27

134,754.27 3,243,068.86 2,387,458.55 280,000.85 2,695,085.40 Application Total

# <u>Bidding Requirements, Contract Forms & Conditions of the Contract</u> Supplemental General Conditions – Section 00810

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

THE STATE OF TEXAS	§									
	§									
COUNTY OF TRAVIS	§									
BEFORE ME, the Adrian Domek	undersigned	authority, known	on to	this me	day to	persona be a			appe	eared and
a Project Manager	<b>'</b>	KIIOWII			Γanks		crean	sic pe	3011,	aria
, a							ctor"), a	and who	, being	first
duly sworn, upon his o			edges a	as follo	ows:					
affidavit, to enter into its acts and deeds, and  3. Contractor has su facilities known as W7 that one certain Stand	I all of the facts pplied materia <u>FCPUA Southw</u>	s and recita ils and/or p est Parkwa	tions h perforn <u>y GST</u>	ned la (the "l	are tru bor in Facilitio	e and co connect es") as n	rrect. ion with nore par	the con	structio describ	on of ed in
11.07.000								(the "(	Contrac	ctor")
dated July 27, 2020	)	_·								
4. Contractor has reperformed in connect 2021 (the "Release	ion with the c									labor
5. In consideration consideration, the recand, acting herein by	eipt of all of w	hich is her	eby ac	knowl	edged	, Contra	tor has	waived a	nd rele	eased

- consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the 'Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.
- 6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed

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

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

EXECUTED on this the 31st day	y of August	
	CONTRACTOR	DN Tanks, Inc
		11 Teal Rd. Wakefield, MA 01880
	Ву:	Charay one one
	Print Name:	Adrian Domek
	Title:	Project Manager
VIRGINIA KIMMONS Notary Public STATE OF TEXAS ID#126052894 My Comm. Exp. Sept. 18, 2023  THE STATE OF TEXAS S COUNTY OF TRAVIS S	Notary Public Printed Name	in and for the State of Texas  :: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
This instrument was acknowled	edged before i	me on the 31 day of August
	, a	on behalf of
VIRGINIA KIMMO Notary Public STATE OF TEXA	No No	otary Public in and for the State of Texas
ID#126052894	l Pri	inted Name: VIRGINIA KIMMONS
My Comm. Exp. Sept. 1		Commission Expires: 9.18.23

# <u>Bidding Requirements, Contract Forms & Conditions of the Contract</u> Supplemental General Conditions – Section 00810

# Exhibit "A" List of Subcontractors

1.	Mesa Contracting, LLC
2.	Premium Gutters, Inc.
3.	Martin Marietta
4.	H&H Electrical Services, LLC
	Red Valve Company, Inc
	Iseler Demolition, Inc
7.	
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18	•
19	•
20	•

# ITEM D

# WTC PUA

#### 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

**DRAFT** 

September 16, 2021

Mr. Dan Brown, P.E. Malone Wheeler, Inc. 5113 Southwest Pkwy., Ste 260 Austin, TX 78735

Re: Julep Commercial Park

W US 290

Austin, TX 78737

Dear Mr. Brown:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for a mixed-use, commercial development. Service Availability for thirty-six (36) LUE's of water allocation is approved subject to the Developer complying with the Service Extension Request (SER) Conditions below:

#### **SER CONDITIONS**

- 1. The Developer enters into a Non-Standard Water Service Agreement with the WTCPUA for thirty-six (36) LUE's of water service within three (3) months of the date of the letter.
- 2. Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies.
- 3. Prior to release of plans for construction, the Developer shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
- 4. The WTCPUA inspects and accepts the facilities per the approved construction plans and specifications.
- 5. The Developer, at its sole cost and expense, grants to the WTCPUA all on-site and off-site easements necessary for the WTCPUA to own and operate the facilities.
- 6. Prior to release of water meters 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

#### **DRAFT**

recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.

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

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

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

Sincerely,

Jennifer Riechers General Manager

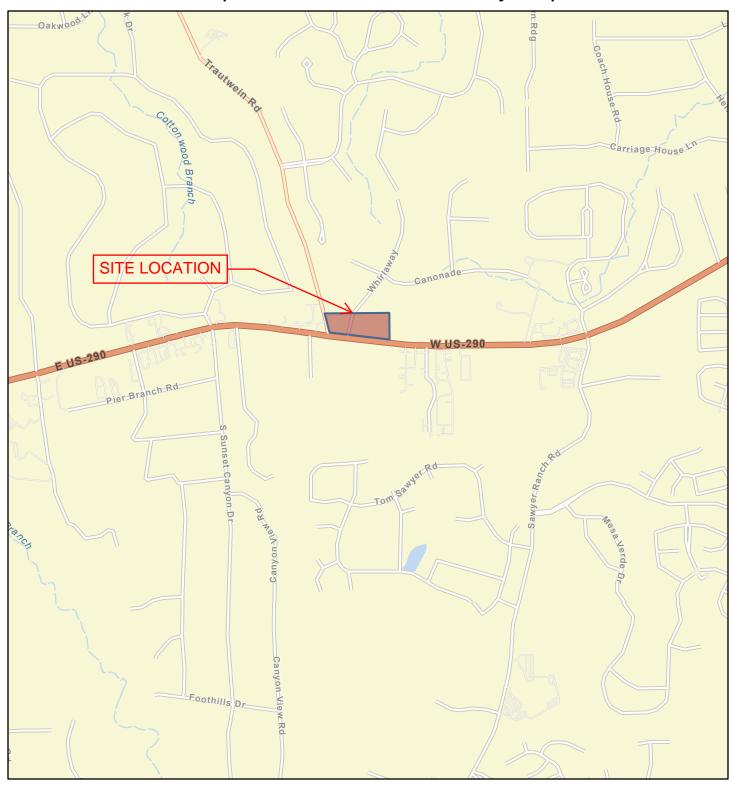
### **DRAFT**

Cc: Reuben Ramirez

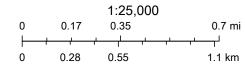
Jennifer Smith Keli Kirkley Jennifer Riechers Tricia Altamirano

George Murfee, Murfee Engineering Inc. Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.

# Julep Commercial Park-Vicinity Map







CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260 Austin, Texas 78735 Phone: (512) 899-0601 Fax: (512) 899-0655 Firm Registration No. F-786

Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

#### AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE (JULEP COMMERCIAL PARK)

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 Kelly Gray Investments, LLC ("Developer"). Unless otherwise specified, the term "Parties" shall mean the WTCPUA and Developer, collectively.

WHEREAS Developer currently owns and plans to develop approximately 11.27 acres of land within the WTCPUA's water service area as shown on the attached  $\underline{\textbf{Exhibit A}}$  (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 Kelly Gray 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 constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.

- (f) "Effective Date" shall mean the date of the last signature to this Agreement.
- (g) "Impact Fees" shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA's central water facilities that are identified in the WTCPUA's ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) "LUE" or "Living Unit Equivalent" shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) "Reservation Fee" shall mean an annual fee imposed pursuant to the WTCPUA's Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) "Reservation Period" shall mean a four (4) year period commencing on the date of the Written Service Commitment.
- (k) "Retail Customer" shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) "Written Service Commitment" shall mean the service availability letter issued to Developer approving the service extension request for the Proposed Development.
- (m)"WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, including the WTCPUA Rate Tariff and Service and Development Policies.
- (o) "WTCPUA System" shall mean the WTCPUA's existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.
- <u>Section 1.2</u> <u>Article and Section Headings</u>. 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.
- <u>Section 1.3</u> <u>Interpretation</u>. 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

<u>Section 2.1</u> <u>WTCPUA to Provide Service</u>. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA and agrees to provide up to <u>36</u> LUEs of retail water service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water service to Retail Customers located within the Proposed Development that collectively exceed 36 LUEs.

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

# ARTICLE III FACILITIES FOR THE PROPOSED DEVELOPMENT

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

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

# ARTICLE IV COMMENCEMENT OF SERVICE BY WTCPUA

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

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

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

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

<u>Section 4.2</u> <u>Impact Fees</u>. Developer and/or Retail Customers in the proposed development shall pay water Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water Impact Fees for a total of <u>36</u> LUEs.

Reservation Fees. Developer shall annually pay Reservation Fees for water Section 4.3. service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the date of the Written Service Commitment times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water LUEs on each annual anniversary of the commencement of the Reservation Period ("Due Date"). If Developer pays the Reservation Fees prior to or on the Due Date, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are nonrefundable 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 36 LUEs of water has not been installed in accordance to WTCPUA Rules and Policies. Any LUEs in reserved status, but which are connected and for which impact fees are paid during the six (6) month grace period, will be deducted from the number of LUEs for which the initial years' Reservation Fees are due.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of <u>36</u> LUEs of water service runs with and is assigned to the Proposed Development.

<u>Right of Access</u>. 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 36 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

#### Section 5.2 Default.

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

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

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

#### ARTICLE VI GENERAL PROVISIONS

<u>Section 6.1</u> <u>Entire Agreement.</u> 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.

<u>Section 6.2</u> <u>Assignment</u>. 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.

<u>Section 6.3</u> <u>Notices.</u> 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

Stefanie Albright
Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue Suite 1900
Austin, Texas 78701
Email: salbright@lglawfirm.com
Email:

<u>Section 6.4</u> <u>Invalid Provision</u>. 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.

<u>Section 6.5</u> <u>Applicable Law</u>. 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.

<u>Section 6.7</u> <u>Third Party Beneficiaries</u>. 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.

<u>Section 6.9</u> <u>Counterparts</u>. 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.

<u>Section 6.10 Exhibits</u>. 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.

<u>Section 6.11</u> <u>No Joint Venture, Partnership, Agency, Etc.</u> 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: Walt Smith Secretary/Treasurer Date:

#### KELLY GRAY INVESTMENTS, LLC

By:
Name:
Fitle:
)ata:

#### EXHIBIT A



# EXHIBIT B DEVELOPER FACILITIES

# ITEM E



**AUSTIN, TX 78738** 

**BEE CAVE, TX 78738** 

Ship To WEST TRAVIS COUNTY PUBLIC UTIL 12215 BEE CAVE RD, BLDG B

Bill To WEST TRAVIS COUNTY PUBLIC UTIL 13215 BEE CAVE PKWY, BLDG B

Cust # 150559

3203 Longhorn Blvd, Ste 101 Austin, TX 78758 (512)927-7100 Fax (512)927-7104

#### Quote

SalesRepIn	SalesRepOut	Qι	iote#
jfo	jka	2170	5259-00
Quote Date	PO #		Page #
08/30/21			1

Date and Time Printed 08/30/21 10:25 AM

Remit To THE REYNOLDS COMPANY P.O. BOX 896689

**CHARLOTTE, NC 28289-6689** 

Instructions		
Ship Point	Via	Terms
The Revnolds Company - RAUS	Common Carri	1%10daysN30

QUOTES ARE VALID FOR 30 DAYS ONLY

STE 110

Pricing firm for 24 hrs. Subject to change based upon raw material cost.

Ln #	Product And Description	Quantity Quoted	Unit Pric Price UN	
1	ALBR1783BMS06SGA	8	1632.77 E	13062.16
	A-B 1783-BMS06SGA STRATIX 5700 6 P			
	10/13 - Current projected ship date from factory.			
2	ALBR1783BMS10CGA	2	<b>2245.52</b> H	E 4491.04
	A-B 1783-BMS10CGA STRATIX 5700 10			
	9/9 - Current projected ship date from factory.			
3	ALBR1783MMS10R	2	5155.00 E	10310.00
	A-B 1783-MMS10R STRATIX 5800 MANAGED SWITCH			
	10/13 - Current projected ship date from factory.			
4	ALBR1783MMX8S	2	1840.00 E	3680.00
	A-B 1783-MMX8S 8 PORT FIBER SFP EXPN MDL			
	11/5 - Current projected ship date from factory.			
5	ALBR1783SFP1GEXE	17	<b>1670.00</b> E	28390.00
	A-B 1783-SFP1GEXE 1G EX SINGLE MODE FIBER SFP			
	9/9 - Current projected ship date from factory.			
5	5 Lines Total	31	Subtota	d 59933.20
			Ouote T	
			Q	

Last Page

# ITEM F

West Travis County Public Utility Agency Bid Tabulation

Sludge Transportation and Disposal, RFB No. 2021-23 Period from October 1, 2021 to September 30, 2023

Bid Opening Date
Bid Opening Start Time

September 9, 2021 2:00 PM

Opened By: Jennifer Riechers, General Manager Tabulated By: Jennifer Riechers, General Manager

		DeWatered	Water Tight	
Bidder	Liquid Sludge	Sludge Cake	Box Rental	Awarded To
	Gallon	Each	Each	
Wastewater Transport Services, LLC	.795 gal	\$ 675.00	\$ 50.00	X

The above is an exact tabulation of the bids received and funding has been verified.

Contract awarded to low bidder unless alternative selection with reason is notated above.

Contract to be executed/approved by the WTCPUA Board of Directors on September 16, 202:

General Manager

9/9/21

Date

West Travis County Public Utility Agency Bid Tabulation

Water & Wastewater Treatment Plant Chemicals, RFB No. 2021-23-01 Period from October 1, 2021 to September 30, 2023

Bid Opening Date Bid Opening Start Time September 9. 2021 2:00 PM

Opened By: Jennifer Riechers, General Manager Tabulated By: Jennifer Riechers, General Manager

					Item				
		Liquid				Sodium			
	Aluminum	Ammonium		Chlorine Ton	Chlorine 150 lb.	Permanganate	Sodium		Affidavit of
Bidder	Chlorohydrate	Sulfate	Polymer	Cylinders	Cylinders	Bulk	Permanganate	Orthophosphate	Compliance
	Pound	Pound	Pound	Pound	Pound	Pound	Pound	Pound	
Brenntag Southwest	0.3798	0.1293	0.7200	0.9750	2.2500	1.2400	1.8500	0.7485	Yes
Altivia Chemicals, LLC	No Bid	No Bid	0.6200	Yes					
Shannon Chemical Corporation	No Bid	1.2100	1.2500	0.6170	Yes				
DPC Industries, Inc.	No Bid	No Bid	No Bid	NA					
Awarded To	Brenntag Southwest	Brenntag Southwest	Brenntag Southwest	Brenntag Southwest	Brenntag Southwest	Shannon Chemical Corp.	Shannon Chemical Corp.	Shannon Chemical Corp.	

The above is an exact tabulation of the bids received and funding has been verified.

Contract awarded to low bidder unless alternative selection with reason is notated above.

Contract to be executed/approved by the WTCPUA Board of Directors on September 16, 2021.

Jennifer Rischers
General Manager

9/9/21

Date

West Travis County Public Utility Agency Bid Tabulation

Landscape Maintenance, RFB No. LM2021-23 Period from October 1, 2021 to September 30, 2023

Bid Opening Date
Bid Opening Start Time

September 9, 2021 2:00 PM

Opened By: Jennifer Riechers, General Manager Tabulated By: Jennifer Riechers, General Manager

	Item				
	Tota	Total Annual Cost-		Awarded To	
Bidder	38 Locations		Liability Insurance		
Abescape Group, LLC	\$	198,900.00	Yes		
Zane Furr	\$	91,560.00	Yes	Х	
Cutrite, LLC.	\$	299,976.00	Yes		
Unity Contractor Services, Inc.	\$	200,476.00	Yes		

The above is an exact tabulation of the bids received and funding has been verified.

Contract awarded to low bidder unless alternative selection with reason is notated above.

Contract to be executed/approved by the WTCPUA Board of Directors on September 16, 2021

General Manager

9/9/21

Date

# V. OLD BUSINESS

# ITEM B

# ORDER ADOPTING AMENDMENT TO WTCPUA'S WASTEWATER IMPACT FEE FOR THE WASTEWATER IMPACT FEE SERVICE AREA

THE STATE OF TEXAS	<b>§</b>		
COUNTIES OF TRAVIS AND	\$ \$ HAYS \$		
in a regular session, open to the Bee Cave City Hall, 4000 Galler	public, after due not ria Parkway, Bee Ca JA, on September 16	ty Public Utility Agency (" <i>WTCP</i> ice, in the Council Chambers of the Ve, Texas, 78738, an official meets, 2021; whereupon the roll was call	he City of ting place
Scott Rob		President	
Jack Crev		Vice President	
Walt Smit		Secretary/Treasurer	
Jason Bet		Director	
Clint Gar	<b>L</b> a	Director	
All members of the Board	l were present.		
introduced the order set out be	elow, Directord such motion, and,	moved its adoption after full discussion and the quest by the following vote:	, Director
"A	ye"; "	No"	
The Order thus adopted is as follows:	ows:		
	West Travis County M	ency created by concurrent ordinand unicipal Utility District No. 5, and it is	-
<b>WHEREAS</b> , WTCPUA its customers;	operates a wastewate	er system, providing wastewater s	ervices to
	r capital improvemer	ard of Directors of WTCPUA add ats plan for the wastewater impact f	
WHEREAS, on Novemb	ber 1, 2012, the Bo	ard of Directors of WTCPUA ad	lopted the

**WHEREAS**, on December 18, 2014, the Board of Directors of the WTCPUA amended its wastewater impact fee for the WTCPUA's Wastewater Service Area, in accordance with Chapter 395 of the Texas Local Government Code;

imposition of wastewater impact fees for the Wastewater Service Area;

- WHEREAS, on September 20, 2018, the Board of Directors of the WTCPUA amended its wastewater impact fee for the WTCPUA's Wastewater Service Area, in accordance with Chapter 395 of the Texas Local Government Code;
- WHEREAS, WTCPUA received a report from its engineer, entitled "Land Use Assumptions and Capital Improvements Plan for West Travis County Public Utility Agency 2021 Impact Fee Study" (the "Study"), attached hereto as Exhibit A, providing recommended amendments regarding WTCPUA's land use assumptions and capital improvements plan;
- WHEREAS, WTCPUA received a report from its rate consultant, entitled "Land Use Assumption & Impact Fee Report" (the "Report"), attached hereto as Exhibit B, providing recommended amendments regarding WTCPUA's land use assumptions and wastewater impact fees for the Wastewater Service Area;
- **WHEREAS**, WTCPUA previously appointed an impact fee advisory committee ("*Committee*"), and such Committee met on August 5, 2021, to consider potential amendments to WTCPUA's land use assumptions, capital improvements plan, and wastewater impact fees;
- **WHEREAS**, the Committee prepared written recommendations regarding such amendments (attached hereto as <u>Exhibit C</u>), and it has provided such recommendations to WTCPUA's Board of Directors;
- WHEREAS, after providing proper notice to the public, WTCPUA held a public hearing on August 19, 2021, regarding the adoption of amendments to WTCPUA's land use assumptions, capital improvements plan, and wastewater impact fees for the Wastewater Service Area;
- **WHEREAS**, the Board of Directors reviewed the Study, the Report, all public input provided at the public hearing, and the recommendations from the Committee regarding the proposed amendments;
- WHEREAS, on August 19, 2021, WTCPUA amended the land use assumptions, capital improvements plan, and wastewater impact fees related to the Wastewater Service Area, in accordance with Chapter 395 of the Texas Local Government Code, adopting an impact fee of \$11,590.00 per living unit equivalent, which is less than the maximum allowable impact fee, to be effective as of October 1, 2021; and
- **WHEREAS**, the Board of Directors desires to reconsider its decision regarding the amount of the wastewater impact fee, as provided herein.
- **NOW THEREFORE**, it is ordered by the Board of Directors of West Travis County Public Utility Agency as follows:
- **Section 1:** The above recitals are true and correct and are incorporated into this Order for all purposes.

- **Section 2:** After considering the Study, the Report, public input from the public hearing, recommendations of the Committee, and other related information, the Board of Directors has determined that for the Service Area, a wastewater impact fee in the amount of \$11,568 per living unit equivalent ("*LUE*") is reasonable and necessary to generate revenue for funding or recouping the costs of wastewater capital improvements or facility expansions necessitated by and attributable to new development, in accordance with Chapter 395 of the Texas Local Government Code, so that WTCPUA can provide wastewater service to the Wastewater Service Area.
- **Section 3:** The Board of Directors of WTCPUA hereby reconsiders its decision from the August 19, 2021 meeting of the Board of Directors and hereby amends the amount of the WTCPUA wastewater impact fee for the Wastewater Service Area to \$11,568.00 per LUE, effective on October 1, 2021.
- **Section4:** WTCPUA's wastewater impact fees for the Wastewater Service Area shall be assessed and collected by WTCPUA in compliance with Chapter 395 of the Texas Local Government Code, WTCPUA's Tariff and policies, and other applicable laws.
- **Section 5:** All funds collected from the wastewater impact fees for the Wastewater Service Area shall only be used for the purposes for which such impact fees were imposed, in accordance with WTCPUA's approved capital improvements plan and Chapter 395 of the Texas Local Government Code.
- **Section 6:** None of the funds collected from the wastewater impact fees for the Wastewater Service Area shall be used or expended for an improvement or expansion that is not identified in WTCPUA's approved capital improvements plan or in a manner inconsistent with Chapter 395 of the Texas Local Government Code.
- **Section 7:** All funds collected from the wastewater impact fees for the Wastewater Service Area shall be deposited in interest-bearing accounts clearly identifying the category of capital improvements or facility expansions within the Wastewater Service Area.
- **Section8**: All interest earned on the wastewater impact fees for the Wastewater Service Area shall be considered funds of the account in which it is earned and will be subject to all restrictions placed on use of those fees as provided in Chapter 395 of the Texas Local Government Code.
- **Section 9:** The records of the accounts into which the wastewater impact fees for the Service Area are deposited shall be open for public inspection and copying during ordinary business hours.
- **Section 10:** WTCPUA's Board President, General Manager, engineer, legal counsel, and other consultants are authorized to take all actions consistent with the purposes of this Order, including amending WTCPUA's Tariff to reflect the directives included herein.

PASSED AND APPROVED this	sth day of September, 2021.
	Scott Roberts, President
	Board of Directors
ATTEST:	
Walt Smith, Secretary Board of Directors	

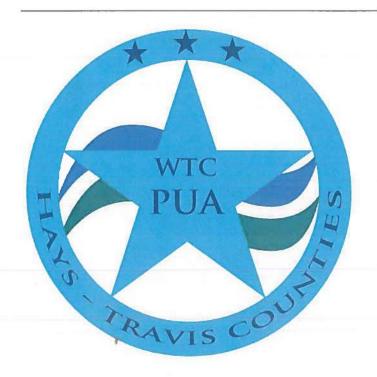
#### **EXHIBIT A**

Study

#### LAND USE ASSUMPTIONS & CAPITAL IMPROVEMENTS PLAN

for

# WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY 2021 IMPACT FEE STUDY



July 2021

Prepared for:

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

This document is being released under the Authority of George Murfee, PE No. 39166. It is intended for agency review and approval, subject to change at the direction of the WTCPUA Board of Directors and staff.

GEORGE W. MURFEE 1101 Capit
39:66

1-19-21

Prepared by:

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

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#### INTRODUCTION

The purpose of this report is to develop the Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) in support of the West Travis County Public Utility Agency 2021 Impact Fee Study for the 2021-2031 planning period. The process and methodology used will be described and the results summarized in tabular and graphical form for use in the impact fee calculations prepared by Nelisa Heddin Consulting, LLC. This report is prepared in accordance with the applicable provisions of Chapter 395 of the Local Government Code: Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Other Local Governments.

#### **BACKGROUND**

#### Water

The West Travis County Public Utility Agency (WTCPUA) regional water system currently serves approximately 22,129 Living Unit Equivalents (LUEs) in western Travis and northern Hays Counties. Raw water is diverted from Lake Austin under Firm Water Contracts with the Lower Colorado River Authority at intake structures and is delivered to both raw water customers as well as to the Uplands Water Treatment Plant located on Bee Cave Road at its intersection with Bee Cave Parkway. Potable water service is provided to retail and wholesale customers throughout the WTCPUA service area by the Uplands Water Treatment Plant. The distribution system is generally divided into the SH71 and US290 Systems, with the demarcation being the Southwest Parkway Pump Station and the facilities that supply it with water for pumping into the US290 System. This demarcation also includes future facilities that will supply the 290 system with water from Hamilton Pool Road south toward Fitzhugh road. Table 1 provides a summary of existing LUEs by system.

**Table 1: Summary of Existing Water LUEs** 

	Total Existing Water
System	LUEs
SH71	11,460
US290	10,668
TOTAL	22,129

The division of the system into two main service areas is an operational and planning tool that also leads to separate impact fee calculation for each system. As such, the two-system planning and service strategy is carried through the Land Use Assumptions and Capital Improvements Plan to the calculation of impact fees. Table 2 show the existing and the projected water LUEs and Table 3 shows the existing and projected water LUEs by pressure plane. Table 4 depicts the water LUE growth assumptions by year. Appendix A-1: *Water CIP Exhibit* shows the WTCPUA water system, general division between the SH71 and US290 Systems, major system components, and existing CIP facilities. Appendix A-2: *Proposed CIP* depicts the proposed additional CIP facilities to serve the new growth for the next 10 years.

#### Wastewater

The WTCPUA regional wastewater system currently serves approximately 4,873 LUEs in a 4,800± acre service area generally within the extraterritorial jurisdiction (ETJ) of the City of Bee Cave. The wastewater collection system includes 22 lift stations and approximately 60 miles of pipe, which deliver raw wastewater for treatment to two wastewater treatment plants. Treated effluent is stored in two effluent holding ponds and is used for irrigation under a Texas Land Application Permit (TLAP) as well as an Authorization for Reclaimed Water (210 Authorization). Appendix B-1: *Wastewater CIP Exhibit* shows the wastewater collection system, service area boundary, major system components, and existing CIP facilities. Appendix B-2: *Proposed Wastewater CIP* shows the proposed CIP addition to provide services for full buildout which is expected in the next ten years.

Table 2: Existing and Projected Water LUE Summary 2021-2031

	stered Firm No. F-3	WTCPUA - Existing and P	rojected Water Ll	JE Summary 2	2021-2031		
		RETAIL CUSTOMERS		ĺ			
System	Pressure Plane	Description	Demography Planning Unit	2021 Connections	2021 Existing LUEs*	2021-2031 Projected Growth	Buildout Tot (2036)
		Bear Creek Oaks, Echo Bluff, Hills of Texas	39	270	296	34	355
		Friendship Ranch, Whispering Oaks, Wildwood, Parter Fox Run, Barsana	1 40 46.1	142 6	207 20	0	207 20
		S. of FM1826 Barsana to Bear Creek Pass	47.1	11	14	3	18
		Bear Creek Estates	47.3	24	26	0	26
	1240	NW of Circle Dr.	116 117	3 194	8 222	0	8 222
		US290 South of Circle Dr., Tanglewood W., Hillside Rimrock Tr., Spring Valley, Ledgestone Terrace, Derecho		228	278	40	347
		Appaloosa Run, Zyle Rd.	119	139	149	0	149
		Overlook at Lewis Mountain Infill (Nutty Brown)	120 120	2	2	0 87	2 150
		Skyridge	120	0	0	58	100
		Heritage Country, Big Country	18.3	105	119	14	143
		Heritage Oaks, Ledge Stone, Oak Run West, Polo Club Meadow Creek Ranch, Dripping Springs Ranch II	20.2 35.2	504 4	673 18	0	673 20
0		Retail West of Belterra	37.1	1	1	0	1
290	1340 N	Signal Hill	38	81	100	39	167
ns		Green Hills  N. of Fitzhugh to the County Line	44 113	23 16	33 25	0	33 26
$\supset$		Infill	n/a	0	0	289	500
		Oak Run, S. of Fitzhugh to Blackstone	114	17	35	22	73
		Highpointe E. of Sawyer Highpointe to Darden Hill	41 42	1026 83	1209 133	0	1209 133
	1340 S	Woodland Estates	43.2	4	11	27	58
		Infill	n/a	0	0	289	500
	1340	Onion Creek Ranch, Creek of Driftwood Darden Hill (1 MGD)	43.1 42	76 0	84 0	0 668	84 1157
	(1300)	Rim Rock	42 45	622	815	0	815
	(1300)	Rutherford West	122	158	200	0	200
		Sunset Canyon	19.3 20.1	365 155	411 222	0	411 222
	1420/225	Key Ranch, Saratoga Hills Hays Country Acres & Creek	33.2	155 8	36	0	36
	1420 (290)	Sunset Canyon S.	35.1	146	161	0	161
		Infill SW of Sawyer Ranch and US290 to Sunset Canyon	35.1 36	0	0	29	50
			36	228	294	17	323
		Irrigation near Senna Hills	102	<b>4,641</b>	5,798 4	1,617 0	8,599 4
		Seven Oaks	103	267	515	0	515
	1080 (BCR)	N. Crystal Creek Dr.	104	3	18	0	18
		S. Crystal Creek Drive Angel wylde	106 107	2	2 11	0	2 20
		Spanish Oaks, Shops at the Galleria	3H.1	576	1007	1007	2408
		Barton Creek Preserve	3H.2	3	3	0	3
	1080	Uplands, HEB The Preserve at Barton Creek	4A.1 4A.2	205 46	383 56	43 0	442 56
	(CoBC)	Lake Pointe	5A	1086	1213	68	1307
	,	Backyard	8F	0	0	294	409
71		Terraces Hill Country Galleria & Surrounding	8F 5C	0 70	0 315	163 0	227 315
HWY 71		Destiny Hills	3D.3	4	6	6	14
≥	1280 (HPR)	Bee Cave West, Travis County	3D.5	96	184	69	280
I	W. of Crumley HPR to county line, Rocky Creek Shield Ranch (Now inside conservancy)		3E.1	402	590 2	24 0	623
		Homestead, Meadowfox, LTYA	3G.1	182	227	0	227
	1280	Lake Travis Middle School	3K.1	1	50	0	50
	(CoBC)	Cielo Apartments Falconhead	5B 8A	1 568	1 711	76 80	107 822
		Ladera, Morningside, Skaggs	8F	393	825	245	1165
	1200 (71)	West Cypress Hill Kozmetsky	3A 3B.1 / 3B.2	0	0	643	895
	1280 (71)	Lake Travis Independent School District	3B.1 / 3B.2 2C.1	0	0	431 72	600 100
	1420 (HPR)	N. of Hamilton Pool Madrone Ranch to Creeks Edge	3D.2	259	442	210	734
	1420 (111 10)	Hatchett/Provence (TC MUD 22)	3D.2	216	216	1165	1837
		HWT	71 System Retail Subtotal RETAIL TOTAL	4,384 9,025	6,779 <b>12,577</b>	4,601 6,218	13,182 21,781
alculatio	n of LUEs is based on	meter size.	AL TOTAL	5,525	,,,,	0,210	
		WHOLESALE CUSTOMERS					
ystem	Pressure Plane	Customer	Demography Planning	Jan 2020-Dec 2020 Average Usage	2021 Standardized	2021-2031	Buildout To
, stelli	. ressure riaile	Customer	Unit	(gpd)	Water LUEs <sup>1</sup>	Projected Growth	LUEs
	1240	Devides Basel vision <sup>2</sup>	47.3		651	72	524
	(1160)	Reunion Ranch WCID <sup>2</sup>	47.2	293,010	651	-73	524
		Hays 1	37.1	487,201	1,083	68	1,200
0	1340 N	Hays 2	37.1	484,400	1,076	40	1,146
290			n/a	55,298	123	2,084	3,733
18290		City of Dripping Springs	- 1	55,298	123	637	3,733 1,400
<b>US290</b>		City of Dripping Springs	n/a 19.2	133 555			8,367
US290	1420 (290)	City of Dripping Springs City of Dripping Springs - Headwaters	19.2	133,555 682,825	297 1,517	3,954	
NS290		City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC		133,555 682,825 <b>2,191,586</b>	1,517 4,870	3,954 <b>8,793</b>	20,102
US290		City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup>	19.2 n/a ystem Wholesale Subtotal	682,825 <b>2,191,586</b> 314,146	1,517 <b>4,870</b> 698	<b>8,793</b> -195	<b>20,102</b> 427
		City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC US 290 S Barton Creek West WSC <sup>2</sup> Crystal Mountain	19.2 n/a ystem Wholesale Subtotal 108 105	682,825 2,191,586 314,146 53,265	1,517 4,870 698 118	<b>8,793</b> -195 0	<b>20,102</b> 427 118
	1420 (290)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD	19.2 n/a ystem Wholesale Subtotal 108 105 n/a	682,825 2,191,586 314,146 53,265 11,094	1,517 4,870 698 118 25	8,793 -195 0 24	<b>20,102</b> 427 118 58
	1420 (290)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC US 290 S Barton Creek West WSC <sup>2</sup> Crystal Mountain	19.2 n/a ystem Wholesale Subtotal 108 105	682,825 2,191,586 314,146 53,265	1,517 4,870 698 118	<b>8,793</b> -195 0	<b>20,102</b> 427 118
	1420 (290)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 1A (Sweetwater) TC MUD 12 (Rough Hollow)	19.2 n/a ystem Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858	1,517 4,870 698 118 25 483 1,150 1,333	8,793 -195 0 24 1 898 569	20,102 427 118 58 485 2,400 2,125
	1420 (290) 1080 (BCR) 1280 (71)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna HIIIS Lazy Nine MUD 1A (Sweetwater) TC MUD 12 (Rough Hollow) TC MUD 18 (Bella Collinas/Masonwood)	19.2 n/a system Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2 3D.4	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893	1,517 4,870 698 118 25 483 1,150 1,333 438	8,793 -195 0 24 1 898 569 133	20,102 427 118 58 485 2,400 2,125 623
HWY 71 US290	1420 (290) 1080 (BCR)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 14 (Rough Hollow) TC MUD 12 (Rough Hollow) TC MUD 18 (Belia Colinas/Masonwood) Deer Creek <sup>2</sup>	19.2 n/a ystem Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2 3D.4 n/a	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893 196,649	1,517 4,870 698 118 25 483 1,150 1,333	8,793 -195 0 24 1 898 569 133 -91	20,102 427 118 58 485 2,400 2,125
	1420 (290) 1080 (BCR) 1280 (71)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 14 (Rough Hollow) TC MUD 12 (Rough Hollow) TC MUD 18 (Belia Colinas/Masonwood) Deer Creek <sup>2</sup>	19.2 n/a system Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2 3D.4	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893	1,517 4,870 698 118 25 483 1,150 1,333 438 437	8,793 -195 0 24 1 898 569 133	20,102 427 118 58 485 2,400 2,125 623 310
HWY 71	1420 (290) 1080 (BCR) 1280 (71) 1420 (HPR)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 14 (Rough Hollow) TC MUD 12 (Rough Hollow) TC MUD 18 (Belia Colinas/Masonwood) Deer Creek <sup>2</sup>	19.2 n/a 108 105 105 102 3K.1 2C.2 3D.4 n/a 10/a system Wholessie Subtotal	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893 196,649 2,106,866	1,517 4,870 698 118 25 483 1,150 1,333 438 437 4,682	8,793 -195 0 24 1 898 569 133 -91 1,340	20,102 427 118 58 485 2,400 2,125 623 310 6,546
HWA 21	1420 (290) 1080 (BCR) 1280 (71) 1420 (HPR)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 14 (Rough Hollow) TC MUD 12 (Rough Hollow) TC MUD 18 (Belia Colinas/Masonwood) Deer Creek <sup>2</sup>	19.2 n/a 108 105 105 102 3K.1 2C.2 3D.4 n/a 10/a system Wholessie Subtotal	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893 196,649 2,106,866	1,517 4,870 698 118 25 483 1,150 1,333 438 437 4,682	8,793 -195 0 24 1 898 569 133 -91 1,340	20,102 427 118 58 485 2,400 2,125 623 310 6,546
HMA 21	1420 (290)  1080 (BCR)  1280 (71)  1420 (HPR)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs WSC  US 290 S  Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Lazy Nine MUD 14 (Sweetwater) TC MUD 12 (Rough Hollow) TC MUD 18 (Bella Collans/Masonwood) Deer Creek <sup>2</sup> HWY 71 S	19.2 n/a ystem Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2 3D.4 n/a wystem Wholesale Subtotal	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,689 196,649 2,106,866 4,298,452	1,517 4,870 698 118 25 483 1,150 1,333 438 437 4,682 9,552	8,793 -195 0 24 1 898 569 133 -91 1,340	20,102 427 118 58 485 2,400 2,125 623 310 6,546
Jsing 450	1420 (290)  1080 (BCR)  1280 (71)  1420 (HPR)	City of Dripping Springs City of Dripping Springs - Headwaters Dripping Springs - Headwaters US 290 S Barton Creek West WSC <sup>2</sup> Crystal Mountain Eanes ISD Senna Hills Laz N Nine MUD 1A (Nowebwater) TC MUD 12 (Rough Hollow) TC MUD 18 (Belfa Colinas/Masonwood) Deer Creek <sup>2</sup> HWY 71 S	19.2 n/a ystem Wholesale Subtotal 108 105 n/a 102 3K.1 2C.2 3D.4 n/a wystem Wholesale Subtotal WHOLESALE TOTAL	682,825 2,191,586 314,146 53,265 11,094 217,432 517,530 599,858 196,893 196,649 2,106,866	1,517 4,870 698 118 25 483 1,150 1,333 438 437 4,682 9,552	8,793 -195 0 24 1 898 569 133 -91 1,340	20,102 427 118 58 485 2,400 2,125 623 310 6,546

#### LAND USE ASSUMPTIONS

The Living Unit Equivalent is utilized as the service unit to determine the ultimate system's demand. For this analysis one Service Unit is defined as one LUE. Table 4 shows the ten year growth for the water service area. The land use assumptions include existing customers, wholesale and retail commitments, assumptions on infill and projects that are known to be in the development pipeline. Notably in the 290 System an additional 10,000+ LUEs are in the planning stages and 5000+ LUEs have been committed to by the PUA for service in the Dripping Springs area, US290 corridor, RR 1826 corridor, and Fitzhugh Lane. In addition to these corridors, growth along Nutty Brown Road is also occurring, including a future HEB in the design and planning phase. Within the SH 71 System Bee Cave Road is essentially built-out, while the City of Bee Cave has 1600± LUEs in the development pipeline with infill of 760 LUEs expected in the SH71, and Bee Cave Parkway area. Hamilton Pool Road has commitments for service from the PUA for Belvedere, Provence and Deer Creek. A minor amount of infill is expected along Hamilton Pool Road. Of note: Table 2 identifies three wholesale customers that are exceeding their contracted amounts based on an average day usage, it is unknown if this trend is expected to continue.

Table 3: Existing and Projected Water LUE Count by Pressure Plane

Existing and Projected Water LUE Count by Pressure Plane									
System	Pressure Plane	2021 Existing LUEs*	2021-2031 Projected Growth	Buildout Total (2036)					
	1240	1,871	148	2,128					
	1340 N	3,285	2,557	7,715					
<b>US 290</b>	1340 S	1,353	316	1,900					
	1340 (1300)	1,099	668	2,256					
	1420 (290)	3,060	6,721	14,703					
	1080 (BCR)	1,874	-163	1,647					
	1080 (CoBC)	2,976	1,574	5,167					
LIVA/V/ 71	1280 (HPR)	782	99	919					
HWY 71	1280 (CoBC)	1,814	401	2,371					
	1280 (71)	2,921	2,747	6,743					
	1420 (HPR)	1,095	1,283	2,881					

<sup>\*</sup>Calculation of LUE based on meter size

**Table 4: Water Land Use Growth Assumption Summary Tabulation** 

Impact Fee		TOTAL LUEs	
Planning			
Period Year	US290	SH71	TOTAL
May-21	10,668	11,460	22,129
Oct-21	10,678	11,493	22,171
Oct-22	11,398	12,148	23,546
Oct-23	12,189	12,788	24,977
Oct-24	13,052	13,414	26,466
Oct-25	13,985	14,027	28,012
Oct-26	14,989	14,625	29,614
Oct-27	16,065	15,208	31,273
Oct-28	17,212	15,778	32,990
Oct-29	18,430	16,333	34,763
Oct-30	19,719	16,874	36,593
Oct-31	21,079	17,401	38,480

Appendix C: Water LUE Summary Figures provide a graphical representation of the water LUA.

Tables 5-7 provide a similar summary tabulation for wastewater to that described and provided for water. Since not all water customers in the Bee Caves/ Hwy 71 system receive wastewater service, the growth and total connections will differ.

**Table 5: Existing Wastewater LUEs** 

Murfee Engineering Company, Inc. Texas Registered Firm No. F-353											
	WTCPUA - April 2021 SH71 System WW LUE Summary										
RETAIL CUSTOMERS											
					Exist WW						
Rate District			& Description	Connections	LUEs*	٦					
1	311	Seven Oaks		10	47						
	312	Uplands		7	105						
	313	Seven Oaks		1	5						
	314	Falconhead		444	527						
	315	Spanish Oak	ks & Hwy 71	402	596						
SH 71	316	Lake Pointe	1	262	272						
-	317	Lake Pointe	2	218	233						
	318	Shops at the	e Galleria	87	404						
	319	Lake Pointe	3	207	212						
1	320	Lake Pointe	4	252	269						
	321	620 & 71		600	1167						
		TOTAL		2,490	3,835	•					
* - Calculation of LUEs is based	d on meter	size. Meters w	rith zero consumption we	ere not counted.							
WHOLESALE CUSTOMERS											
<del></del>			January-December	January-December							
			2020 Average	2020 Peak Month	<b>Exist WW</b>						
Customer			Usage (gpd)	Usage (gpd)	LUEs						
Masonwood			99,723	164,433	535						
WCID 17**			87,104	131,567	484						
	_	TOTAL	186,827	296,000	1,019	_					
** - Calculation of Wholesale I	∟UEs is bas	ed on 180 gpd/	/LUE								
				GRAND TOTAL	4,854						

Table 6: Wastewater Land Use Assumption Tabulation; by Development

	GR	GROWTH from 2021-2031								
Upcoming	Re	tail			TOTAL					
Development	Residential	Commercial	Wholesale	Total	LUEs					
					4,854					
Backyard	0	409	0	409	5,263					
Ladera Ridge	0	19	0	19	5,509					
Masonwood	0	0	88	88	6,497					
Terraces	227	0	0	227	5,490					
West Village	450	450	0	900	6,409					
Infill/Buildout*	0	760	0	760	7,257					
Subtotal	677	1,638	88	2 402	7 257					
TOTAL	2,3	315	00	2,403	7,257					

<sup>\*</sup>Infill/Buildout assumed to be commercial

Table 7: Wastewater Land Use Assumption Tabulation; by Year

Impact		GROWTI	1		
Fee Planning	Re	tail			
Period					TOTAL
Year	Residential	Commercial	Wholesale	Total	LUEs
					4,854
2021	71	132	8	211	5,065
2022	96	151	8	255	5,320
2023	124	151	8	283	5,603
2024	60	151	8	219	5,822
2025	66	151	8	224	6,046
2026	65	151	8	224	6,270
2027	70	151	8	228	6,498
2028	47	151	8	206	6,704
2029	35	151	8	193	6,897
2030	24	151	8	183	7,080
2031	18	151	8	177	7,257
Subtotal	676	1,638	88	2,403	7,257
TOTAL	2,3	315	38	2,403	1,231

A graphical representation of the wastewater LUA is presented in Appendix D: Wastewater LUA Summary Figure.

#### SYSTEM PLANNING CRITERIA

In order to step forward to a Capital Improvements Plan from the Land Use Assumptions it is necessary to define the units used in the projections. Therefore the projections are defined in terms of water and wastewater system usage as well as the criteria used to establish the capacities of regional facilities. The capacity of the system's existing and proposed CIP infrastructure are sized to serve the projected growth.

#### **Unit Usage**

Based on the operational history of the system under the WTCPUA, which now spans approximately nine years, unit usage in gallons per day per living unit equivalent (gpd/LUE) has been developed for both the water and wastewater systems. Table 8 presents a comparison of the unit usage used in the 2012 Impact Fee Study (IFS) and the revised unit usage used in this report. As can be seen below peak day water usage has dropped to 864 gpd/LUE (the state minimum requirement) from 1,090 gpd/LUE. Similarly the wastewater demand average has decreased to 180 gpd/LUE from 205 gpd/LUE.

**Table 8: Water System Unit Usage Comparison** 

System	2012 IFS Unit Usage (gpd/LUE)	2021 IFS Unit Usage (gpd/LUE)	Description
Water	450	450	Annual average
vvater	1,090	864	Peak day
Wastewater	205	180	30-day average

#### System Criteria

The primary criteria used to establish the capacity of the existing facilities and allocate for growth in CIP projects are pipe velocities, pumping capacity, and system storage. Transmission main capacity

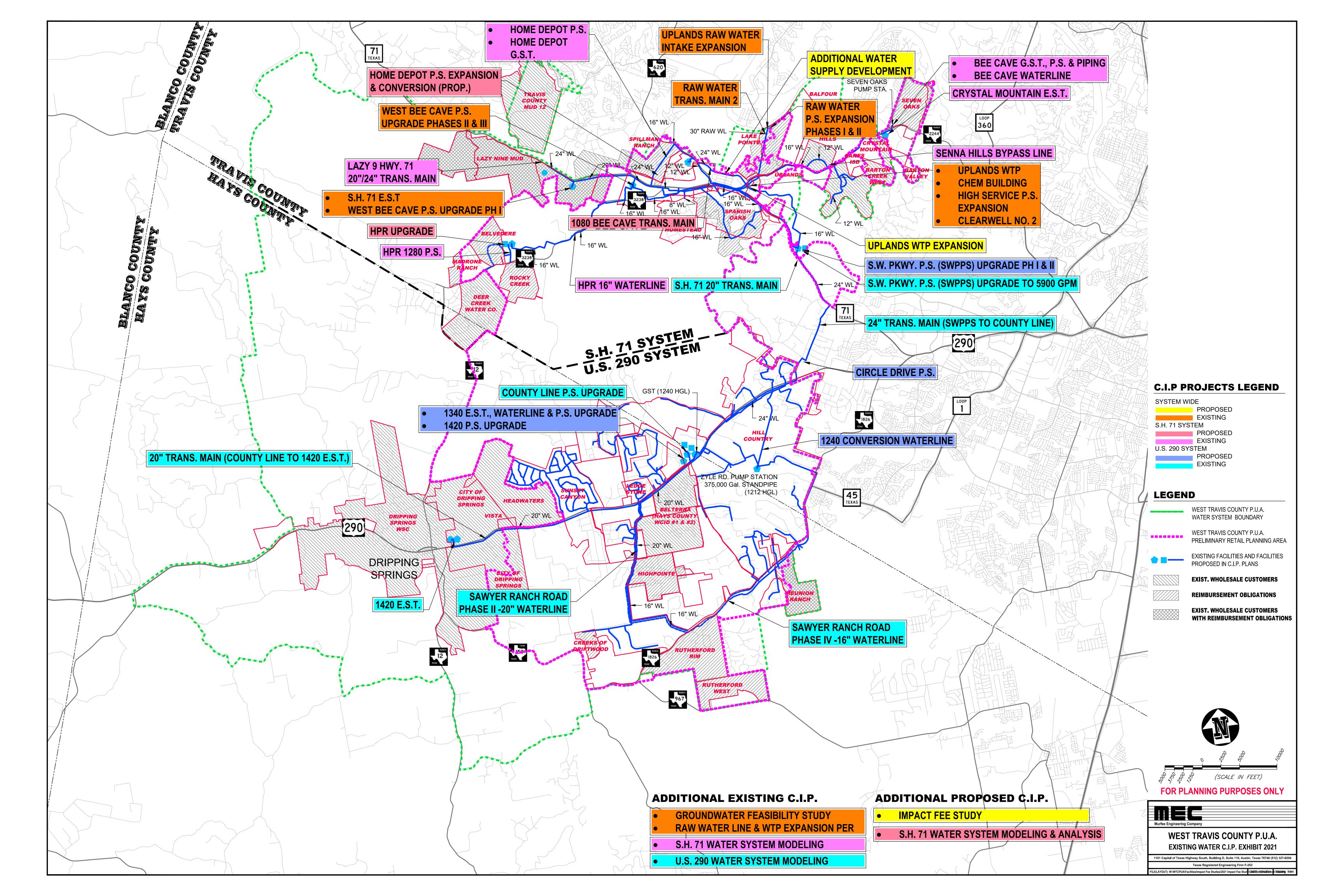
is evaluated using peak day unit usage and a 5 feet per second (fps) limitation on velocity. Pumping capacity is evaluated using the Firm Capacity (the capacity of a pump station when the largest pump is out of service), which is the methodology required by the Texas Commission on Environmental Quality (TCEQ). A water distribution system model is used to evaluate the system dynamically and assist in sizing the facilities to provide minimum service level benchmarks. Once facilities are evaluated using the water distribution system model, the facilities' service areas are delineated and the preliminary capacity is evaluated in terms of the TCEQ minimum water system capacity requirements described in TAC §290.45. For the WTCPUA water system, the pumping requirements are 2.0 gpm/connection in service sub-areas where 200 gallons/connection of ground and elevated storage are not provided and 0.6 gpm/connection in sub-areas that meet the 200 gallons/connection threshold. Total storage is evaluated using dynamic peak day analyses in the water distribution system model as well as the TCEQ minimum criteria of 200 gallons/connection total storage, 100 gallons/connection elevated storage, 20 gallons/connection hydropneumatic system storage, and a clearwell storage capacity of 5% of the water plant's production capacity.

#### **CAPITAL IMPROVEMENTS PLAN**

Using the above-described LUAs and the unit usage and system planning criteria, a Capital Improvements Plan was developed that identifies the projects required to meet the forecasted demands as well as estimated dates that the projects will be needed and forecasted project costs. Appendix E contains tables for water and wastewater project capacity assessments and allocations for existing projects as well as those for the proposed projects. The existing and proposed projects together define the CIP for the purposes of the impact fee calculations.

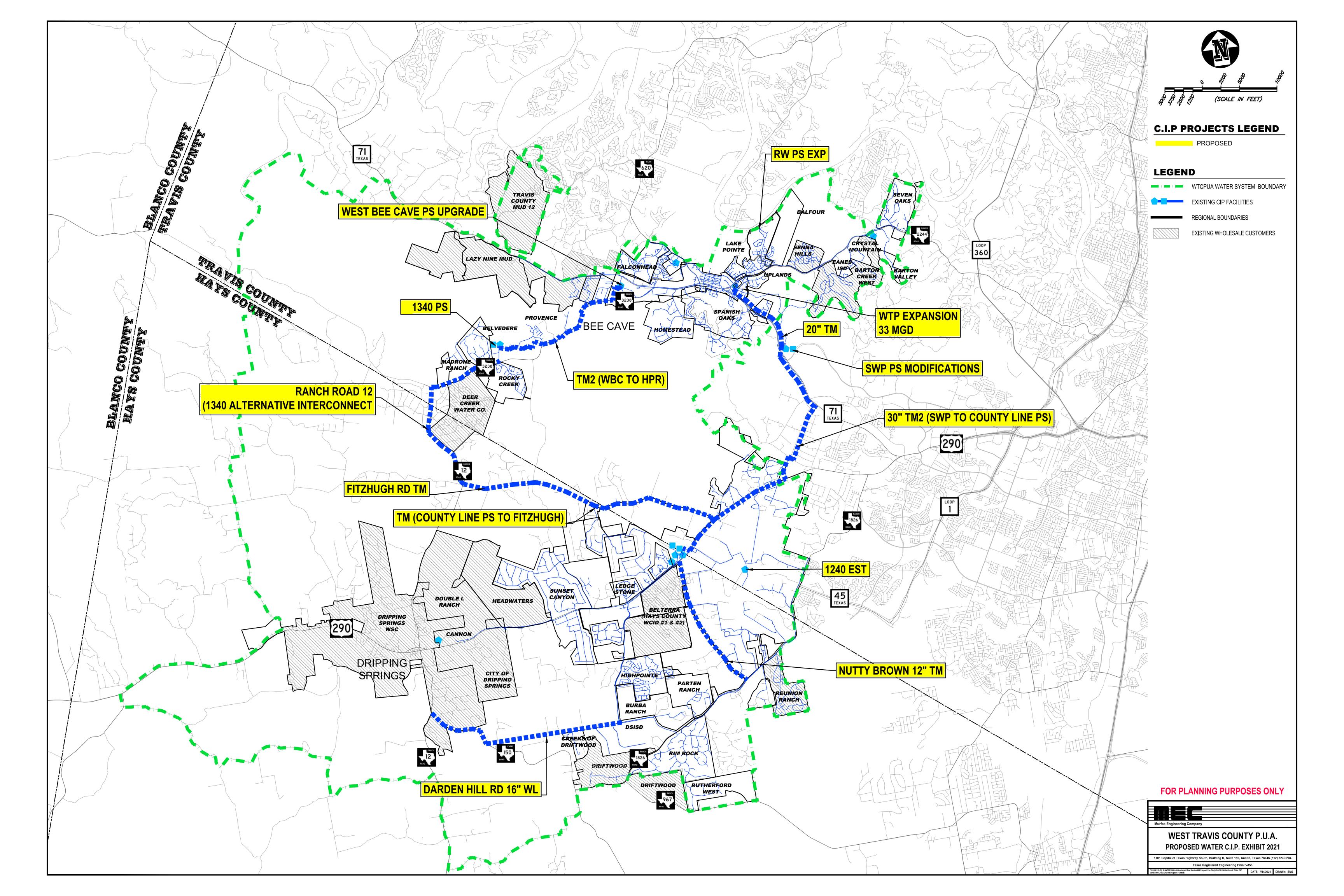
**APPENDIX A-1:** 

**Existing Water CIP Exhibit** 



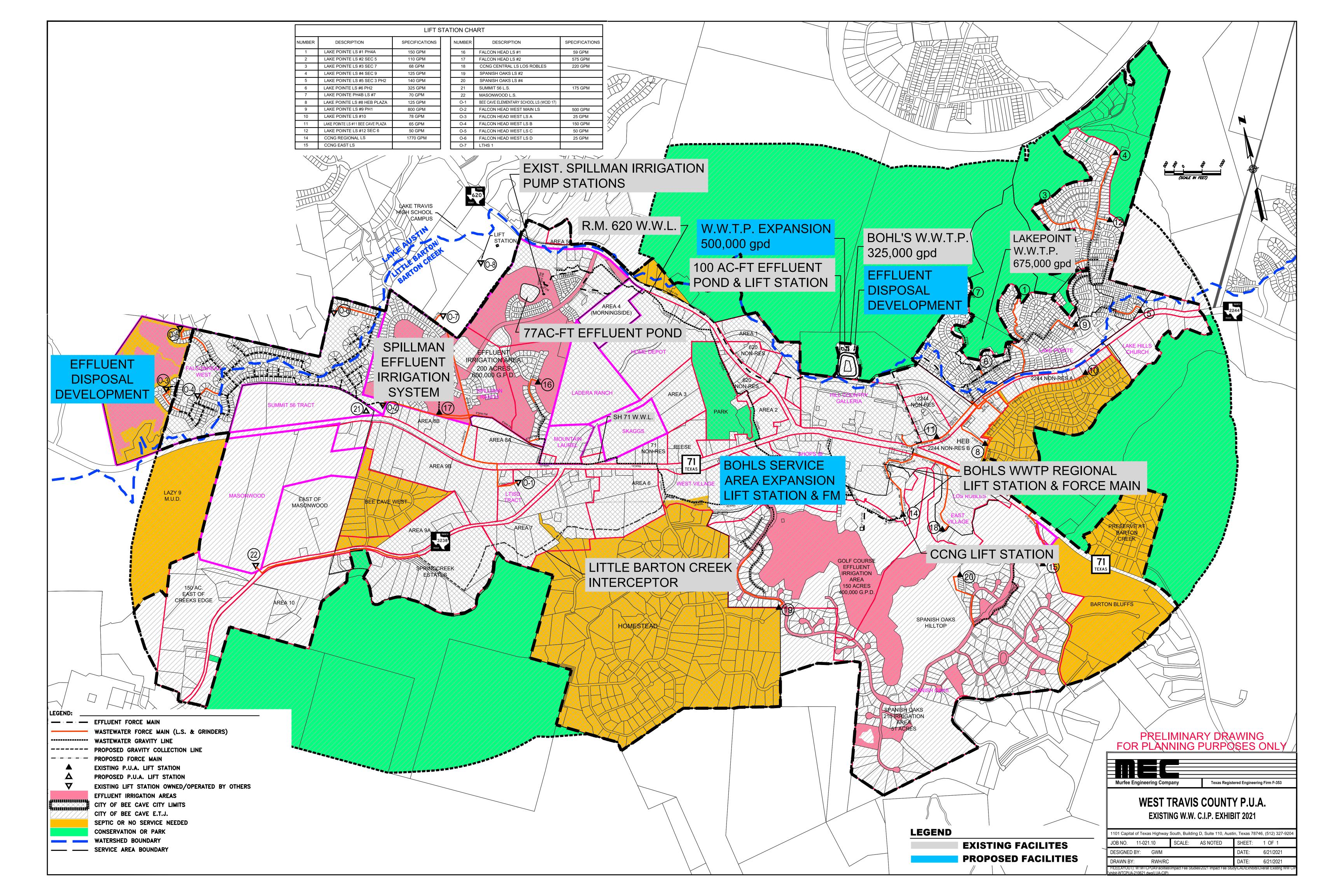
**APPENDIX A-2:** 

Proposed Water CIP Exhibit



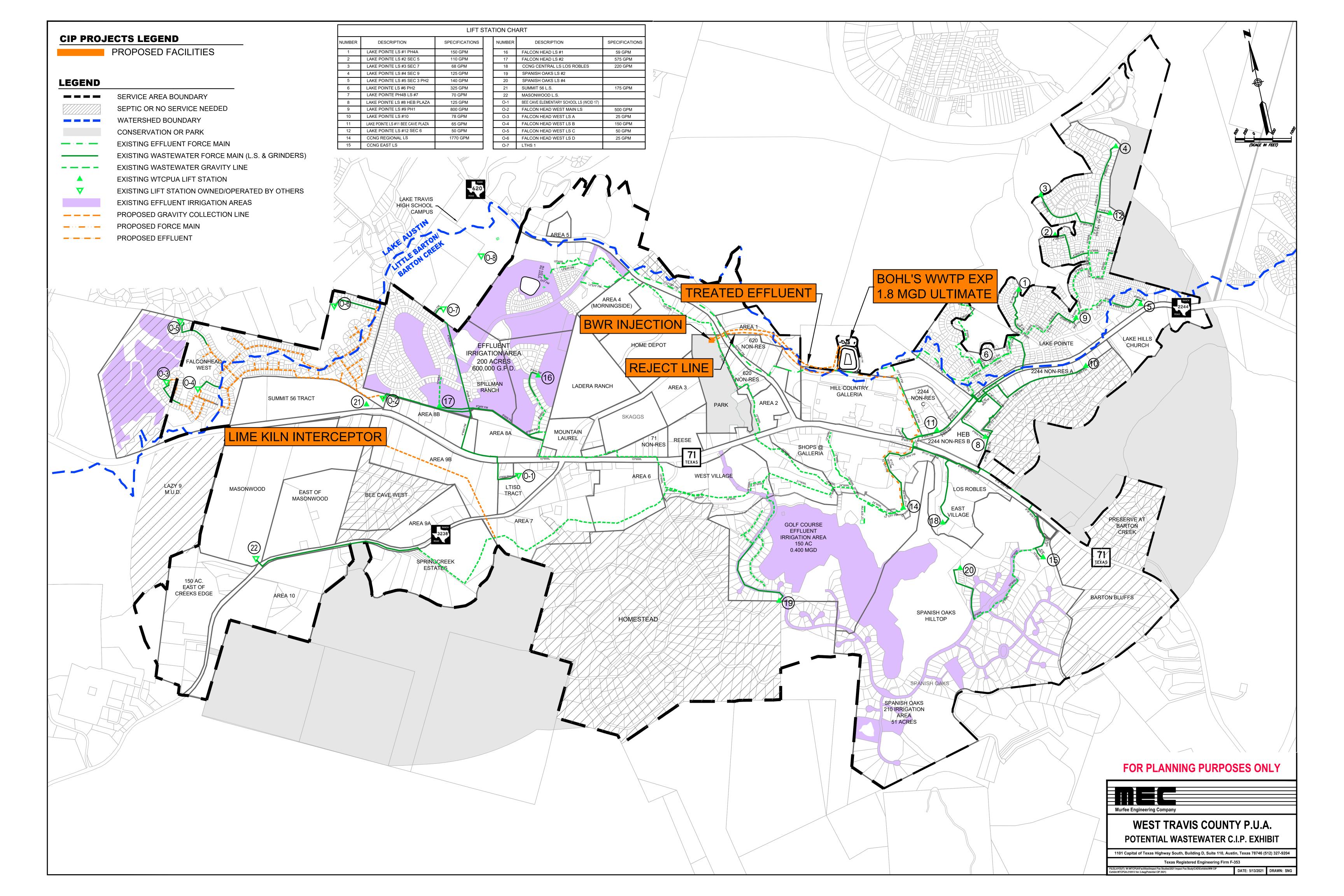
APPENDIX B-1:

**Existing Wastewater CIP** 



**APPENDIX B-2:** 

**Proposed Wastewater CIP** 

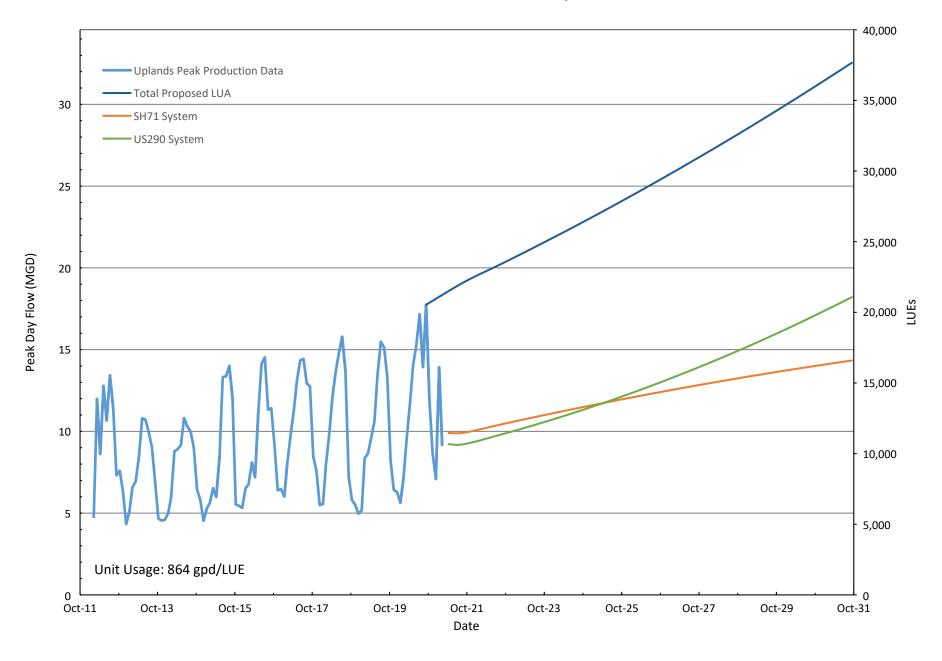


# **APPENDIX C:**

Water LUEs Summary Figures

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

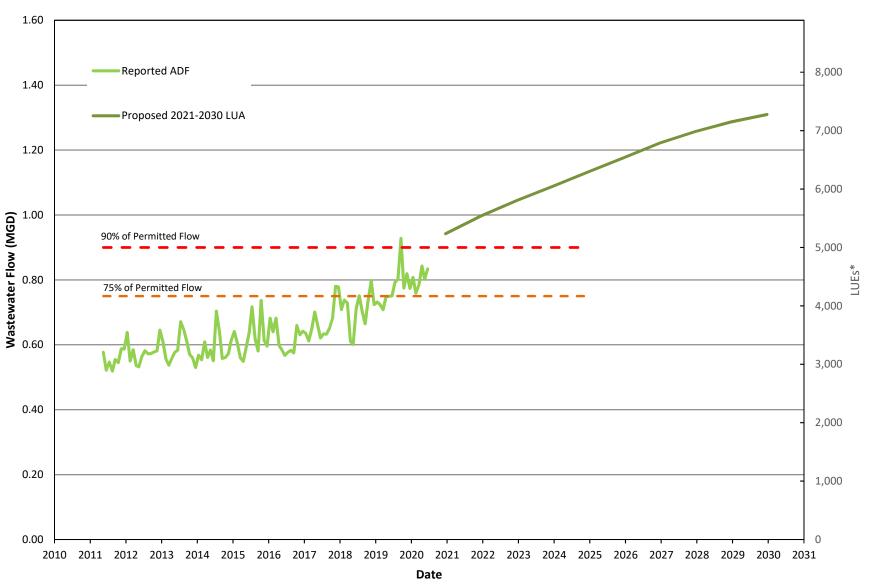
# WTCPUA - Water LUA Summary 2021



# APPENDIX D:

Wastewater LUA Summary Figure

WTCPUA - Wastewater LUA Summary 2021



\*Note: LUE= 180 gpd/LUE

## **APPENDIX E:**

### **CIP Tables**

E-1 Total Capital Allocated to Growth
E-2 Growth Allocation Existing Projects - Water
E-3 Growth Allocation Proposed Projects Approved in 2018 CIP - Water
E-4 Growth Allocation Proposed 2021 CIP Projects - Water
E-5 Growth Allocation Existing Projects-Wastewater
E-6 Growth Allocation Proposed Projects Approved in 2018 CIP - Wastewater
E-7 Growth Allocation Proposed 2021 CIP Projects - Wastewater

Land Use Assum	ptions &	Capital Ir	nprovements Plan

WTCPUA – 2021 Impact Fee Study

E-1 Total Capital Allocated to Growth

Table E-1 Total Capital Allocated to Growth

#### WATER

Proposed 2021 CIP Projects

System	LUEs	Existing	2018 CIP	2021 CIP	Total	<b>Unit Cost</b>	Combined*
System-Wide	16,351	\$ 12,320,104	\$ 9,890,000	\$ 13,422,350	\$ 35,632,455	\$ 2,179.22	
US290	10,410	\$ 6,594,408	\$ 10,403,933	\$ 29,087,916	\$ 46,086,257	\$ 4,426.95	\$ 6,606.16
SH71	5,941	\$ 4,632,533	\$ 3,991,000	\$ 403,069	\$ 9,026,602	\$ 1,519.46	\$ 3,698.68
* - unadjusted maximum allowable							

#### WASTEWATER

2021 Impact Fee Study

	-	Total C	api	tal Allocated	_			
System	LUEs	Existing		2018 CIP	2021 CIP	Total	Un	it Cost
System-Wide	2,403	\$ 8,186,790	\$	8,467,500	\$ 2,182,800.00	\$ 18,837,090	\$	7,838.99
* - unadjusted maximum allowable								

Land Use Assumptions & Capital Improveme	nts Plan		WTCPUA – 20	021 Impact Fee Study
E-2 Grow	th Allocation Exis	sting Projects - Wa	ater	

Table E-2 Growth Allocation Existing Projects - Water

WTCPUA Capital Improvements Program - Water  Existing CIP Projects									
Project		Project Cost	Capacity (MGD or LUEs)	Current Capacity Used (MGD or LUEs)	Capacity Used 2021-2031 (MGD or LUEs)	Allocation for Current Capacity	Allocation for 2021-2031	Cost Allocation - Current	Cost Allocation - Growth
System-wide									
Uplands WTP Chem Building*	\$	2,141,458	20	17.9	2.1	90%	11%	\$ 1,916,605	
Uplands WTP*	\$	40,549,183	20	17.9	2.1	90%	11%	\$ 36,291,519	
Uplands Raw Water Intake Expansion*	\$	416,305	20	17.9	2.1	90%	11%	\$ 372,593	
High Service Pump Station 8MGD-14MGD*	\$	4,034,066	20	17.9	2.1	90%	11%	\$ 3,610,489	
Uplands Clearwell No. 2*	\$	997,229	20	17.9	2.1	90%	11%	\$ 892,519.96	
Groundwater Feasibility Study	\$	40,000	N/A	N/A	N/A	84%	16%	\$ 33,600	
Raw Water Line & (Uplands) WTP Expansion PER	\$	173,726	N/A	N/A	N/A	28%	72%	\$ 48,643.28	
Raw Water Pump Station Expansion (Phase I) (3MGD)	\$	1,592,603	3	0.4	2.6	13%	87%	\$ 212,347.07	
Raw Water Transmission Main No. 2	\$	6,287,320	16.5	1.4	16	8%	92%	\$ 533,469.58	
Subto	tal \$	56,231,890						\$ 43,911,786	\$ 12,320,10
SH71 System									
Lazy 9 SW 71 (20") Transmission Main*	\$	3,090,461	20	17.9	2.1	90%	11%	\$ 2,765,963	
71 System Modeling	\$	49,578	N/A	N/A	N/A	84%	16%	\$ 41,645.52	
SH71 EST (1.0 Mgal)	\$	2,169,142	3000	1350	1650	45%	55%	\$ 976,114	\$ 1,193,028
Misc. Improvements for 1280 Pressure Plane	\$	177,037	3000	1350	1650	45%	55%	\$ 79,667	\$ 97,370
West Bee Cave PS Upgrade (Phase I) (Add pump 4)	\$	157,711	750	650	100	87%	13%	\$ 136,683	\$ \$ 21,028
West Bee Cave PS Upgrade (Phase II) (GST No2) <sup>1.</sup> Transmission Main from Uplands Plant to Bee Cave Pump	\$	1,411,886	5000	50	4950	1%	99%	\$ 14,119	\$ 1,397,767
Station (1080-16)*	\$	1,556,779	20	17.9	2.1	90%	11%	\$ 1,393,317	\$ 163,462
Crystal Mountain EST*	\$	1,917,518	20	17.9	2.1	90%	11%	\$ 1,716,179	\$ 201,339
Senna Hills Bypass Line*	\$	559,677	20	17.9	2.1	90%	11%	\$ 500,911	
HPR 1280 Pump Station Water	\$	330,552	20	17.9	2.1	90%	11%	\$ 295,844	
HPR Water Line*	\$	6,624,510	20	17.9	2.1	90%	11%	\$ 5,928,936	\$ 695,574
Home Depot Pump Station*	\$	392,792	20	17.9	2.1	90%	11%	\$ 351,549	
Home Depot Ground Storage Tank* Bee Cave Ground Storage Tank, Pump Station & Piping (of	\$	147,043	20	17.9	2.1	90%	11%	\$ 131,603	\$ 15,440
Cuernevaca)*	' ¢	699,851	20	17.9	2.1	90%	11%	\$ 626,367	\$ 73,484
Bee Cave Waterline to Cuernevaca*	ې د	990,492	20	17.9	2.1	90%	11%	\$ 886,490	
HPR Conversion and Upgrade to 1,500 gpm	¢	214,321	375	20	355	5%	95%	\$ 11,430	
Subto	otal \$	20,489,350	373	20	333	3/0	9376	\$ 15,856,817	
US290 System		.,,							, , , , , ,
County Line Pump Station Upgrade* 290 Pipeline*	\$	1,684,429	20	17.9	2.1	90%	11%	\$ 1,507,564	\$ 176,865
24" SWPPS to County I	Line \$	12,841,593	20	17.9	2.1	90%	11%	\$ 11,493,226	\$ 1,348,36
20" County Line to 1420	EST \$	3,411,212	20	17.9	2.1	90%	11%	\$ 3,053,035	\$ 358,17
SH71 20" Transmission Main*	\$	3,630,945	20	17.9	2.1	90%	11%	\$ 3,249,696	\$ 381,249
20" Main Uplands to SWPPS Easements*	\$	506,714	20	17.9	2.1	90%	11%	\$ 453,509	
1420 EST*	\$	2,197,353	20	17.9	2.1	90%	11%	\$ 1,966,631	
Sawyer Ranch Road Ph 1 20"*	\$	1,183,948	20	17.9	2.1	90%	11%	\$ 1,059,633	
Sawyer Ranch Road Ph 1 (Darden Hill)*	\$	1,293,619	20	17.9	2.1	90%	11%	\$ 1,157,789	
SWPPS Upgrade to 5,900 gpm & GST1*	\$	243,213	20	17.9	2.1	90%	11%	\$ 217,676	\$ 25,537
SWPPS Upgrade Phase 1 GST	\$	1,960,902	20	17.9	2.1	90%	11%	\$ 1,755,007	
1826 Phase IV 16" Water Line*	\$	1,055,040	20	17.9	2.1	90%	11%	\$ 944,261	
US290 System Modeling	\$	79,955	N/A	N/A	N/A	84%	16%	\$ 67,162	
1340 EST	\$	2,399,334	3000	1000	2000	33%	67%	\$ 799,778	
1340 Transmission	\$	2,746,676	3000	1000	2000	33%	67%	\$ 915,559	
Subto	otal \$	35,234,933						\$ 28,640,525	
	ALS \$	111,956,173						\$ 88,409,128	

<sup>\*</sup>Denotes Projects Constructed by the LCRA, Purchased by WTCPUA

<sup>1.</sup> WBPS PH II & PH III projects separated. Phase II completed in 2020, consisting of a 0.5MG tank at 1LUE/100 gallons of capacity. Phase III Currently Under construction.

Land Use Assumptions & Capital Improvements Plan	WTCPUA – 2021 Impact Fee Study
F 2 Crowth Allocation Duamand Duais ata Anguayadia	2010 CID - Water
E-3 Growth Allocation Proposed Projects Approved in	2018 CIP - Water

Table E-3 Growth Allocation Proposed Projects Approved in 2018 CIP - Water

W	TCPUA Capital Ir	nprovements	Program - Water				
	Propos	ed 2018 CIP Pi	rojects				
	Planning Horizon	Year		Capacity Allocation -	Cost Allocation		
Project	Project Costs	Scheduled	Capacity (increase)	Growth		Growth	
System-wide							
2018 CIP Projects			,				
System Hydraulic Modelling	\$ 125,000	2022	n/a	100%	\$	125,000	
Raw Water Pump Station Expansion (Phase II)	\$ 2,700,000	2029	7 MGD	15%	\$	405,000	
Uplands WTP Expansion	\$ 17,000,000	2024	5 <sup>7.</sup>	50%	\$	8,500,000	
Additional Water Supply Development	\$ 1,000,000	2026	n/a <sup>8.</sup>	86%	\$	860,000	
Subtotal \$	\$ 20,825,000				\$	9,890,000	
SH71 System							
2018 CIP Projects							
West Bee Cave PS Upgrade (Phases III) 1 S	\$ 222,000	2022	2,500 LUEs	1100 LUEs	\$	98,000	
Home Depot Pump Station Expansion & Conversion <sup>2</sup>		2021			\$	-	
1080 Bee Cave Transmission Main <sup>3</sup>	\$ 5,900,000	2022	5229 LUEs	3450 LUEs	\$	3,893,000.00	
Subtotal \$	6,122,000				\$	3,991,000	
US290 System							
2018 CIP Projects							
1240 Conversion Water Line	\$ 1,400,000	2023	2700	2250	\$	1,167,000	
RM1826 Phase V 16" <sup>4</sup>		2033			\$	-	
Heritage Oaks Loop Line <sup>4</sup>		2033			\$	-	
1420 Pump Station Upgrade <sup>5</sup>	\$ 670,000	2022	1500	1100	\$	491,333	
1340 TM (Sawyer Ranch Road Ext)	\$ 1,200,000	2022	4500	1500	\$	400,000	
1340 Pump Station	\$ 1,920,000	2021	2250	2000	\$	1,689,600	
SWPPS Upgrade GST2 Phase 2 <sup>6</sup>	\$ 1,760,000	2022	9500	5750	\$	1,056,000	
Circle Drive Pump Station	5,600,000	2024	3000	3000	\$	5,600,000	
Subtotal <u>\$</u>	\$ 12,550,000				\$	10,403,933	
TOTALS	\$ 39,497,000	•			\$	24,284,933	

- 1. 500,000 GST & 4500 GPM Ultimate Capacity Pump Station Upgrade, under construction 2021
- 2. Existing Pump Modifications completed by Operations Staff, CIP Project Placed on indefinite hold; capacity increase replaced by 1080 TM & WBCPS Upgrade
- 3. Additional Cost from 2018 IFA, due to constraints in alignment, construction cost increase.
- 4. Projects unnecessary in 10-year projected LUA growth phase; proposed capacity to be replaced by Nutty Brown and Fitzhugh TMs
- 5. Two 900 GPM Pumps Under Construction June 2021
- 6. GST 2: Second of two 950,000 Gal GST tanks Under Construction, one 750,000 GST Tank Demolished, Increase 1.15 MG (2018 IFA Project Capacity Increase 0.75MG)
- 7. PER currently underway to increase capacity in the next expansion, considering technology alternatives for site constraints
- 8. Long term future capacity needs for surface water or groundwater supplies beyond the raw water intake and pipeline facilities ultimate capacity.

Land Use Assumptions & Capital Improvements Plan	WTCPUA – 2021 Impact Fee Study
E-4 Growth Allocation Proposed 2021 CIP Pro	ojects - Water

Table E-4 Growth Allocation Proposed 2021 CIP Projects - Water

WTCPUA Capital Improvements Program - Water								
	Proposed 202	1 C	-			Capacity		
	Planning Horizon Project ject Costs S		Year	Year Capacity		Со	st Allocation	
Project			•	Scheduled	(increase)	Allocation - Growth	- Growth	
System-wide			Costs	Jenedalea	(intercuse)	Growth		
2021 CIP Projects								
Impact Fee Update		\$	92,500	2026	n/a	100%	\$	92,500
Uplands WTP Expansion to 33MGD (8 MGD <sup>1.</sup> )		\$	10,000,000	2026	8 MGD	93%	\$	9,300,000
TM No. 2 (Upsize )		۶ \$	1,396,000	2020	3100 LUEs	2100 LUEs	۶ \$	945,677
Ranch Road 12 16" TM (HPR to Fitzhugh)		ې د	5,621,000	2027	5200 LUEs	2100 LUEs	\$	2,270,019
1340 PS (HPR)		\$	2,016,000	2027	5200 LUEs	2100 LUEs	\$	814,154
1340 F3 (HFR)	subtotal	•	19,125,500	2027	J200 L0L3	2100 LOL3	•	13,422,350
SH71 System	Subtotai	ڔ	19,123,300				<del>,</del>	13,422,330
2021 CIP Projects								
West Bee Cave PS Upgrade (Electrical & Pumping)		\$	336,000	2025	4200LUEs	700 LUEs	\$	56,000
TM No. 2 (West Bee Cave to HPR)		\$	825,792	2027	3100 LUEs	700 LUEs	\$	111,000
HPR GST2		\$	1,686,209	2022	5000 LUEs	700 LUEs	\$	236,069
	subtotal	•	2,848,001	2022	3000 2023	700 2023	\$	403,069
US290 System		Ť	_,0 .0,00_				Ť	,
2021 CIP Projects								
Nutty Brown 12" TM		\$	3,158,000	2026	2900 LUEs	1000 LUEs	\$	1,088,966
30" Parallel TM 2 (SWPPS to County Line)		\$	19,354,000	2025	12000 LUEs	8810 LUEs	\$	14,209,062
SWP PS Modifications		\$	1,500,000	2025	12000 LUEs		\$	1,101,250
1240 EST		\$	2,095,000	2027	2250 LUEs	2250LUEs	\$	2,095,000
Hwy 71 Parallel 20" TM (Uplands to SWPWPS)		\$	4,150,000	2030	8150 LUEs	5700 LUEs	\$	2,902,000
Darden Hill RD 16" WL		\$	5,956,400	2028	5200 LUEs	1800 LUEs	\$	2,061,831
Fitzhugh Road 16" TM (CLPS to Crumley)		\$	6,498,000	2029	5200 LUEs	3800 LUEs	\$	4,748,538
Fitzhugh Road 16" TM (Crumley to RR12)		\$	2,083,000	2030	5200 LUEs	2200 LUEs	\$	881,269
	subtotal	\$	44,794,400	_			\$	29,087,916
	TOTALS	\$	66,767,901				\$	42,913,335

<sup>1.)</sup> Building, site improvements, electrical, & controls incorporated into 2024 expansion, reduced capital cost estimated

Landline Assumptions 0. Co	c'hel lannan an ta Blan	WITCHIA 2024 Investor For Charles
Land Use Assumptions & Cap	oital Improvements Plan	WTCPUA – 2021 Impact Fee Study
E	-5 Growth Allocation Existing Projects-Wasto	ewater

Table E-5 Growth Allocation Existing Projects - Wastewater

WTCPUA Capital Improvements Program - Wastewater											
Existing CIP Projects											
			Capacity	Current Capacity Used	Capacity Used 2021-2031	Allocation for	Allocation for	Co	st Allocation -	Cos	t Allocation -
Project	P	roject Cost	(MGD)	(MGD)	(MGD)	Current Capacity	2021-2031		Current		Growth
Lalia Daireta MANA/TD#		45 247 620	0.675	0.500	0.005	070/	120/	ć	42 200 742	ć	4 020 007
Lake Pointe WWTP*	\$	15,317,630	0.675	0.590	0.085	87%	13%	>	13,388,743		1,928,887
Bee Cave Regional System*	\$	8,499,620	1.0	0.800	0.200	80%	20%	\$	6,799,696		1,699,924
Spillman Effluent Irrigation System*	\$	530,458	1.0	0.800	0.200	80%	20%	\$	424,366	\$	106,092
CCNG Lift Station*	\$	141,970	1.0	0.800	0.200	80%	20%	\$	113,576	\$	28,394
RM 620 WW Line*	\$	1,262,030	1.0	0.800	0.200	80%	20%	\$	1,009,624	\$	252,406
SH71 WW Line*	\$	998,809	1.0	0.800	0.200	80%	20%	\$	799,047	\$	199,762
Bohls Effluent Pond and Lift Station	\$	3,816,591	0.325	0.290	0.035	89%	11%	\$	3,405,574	\$	411,017
Bohls WWTP	\$	5,570,796	0.325	0.290	0.035	89%	11%	\$	4,970,864	\$	599,932
Bohls WWTP Regional Lift Station/FM	\$	2,101,571	0.325	0.290	0.035	89%	11%	\$	1,875,248	\$	226,323
Little Barton Creek Interceptor*	\$	2,851,077	0.267	0.038	0.229	14%	86%	\$	403,021	\$	2,448,056
Master Planning & Permitting	\$	310,867	N/A	N/A	N/A	8%	92%	\$	24,869	\$	285,998
TOTA	LS \$	41,401,419						\$	33,214,629	\$	8,186,790

<sup>\*</sup>Denotes Projects Constructed by the LCRA, Purchased by WTCPUA

Land Use Assumptions & Capital Improvements Plan	WTCPUA – 2021 Impact Fee Study
E-6 Growth Allocation Proposed Projects Approved in 2018	8 CIP - Wastewater

Table E-6 Growth Allocation Proposed Projects Approved in 2018 CIP - Wastewater

WTC	PUA C	•	rements Prog 2018 CIP Proj	gram - Wastewater ects			
Project		nning Horizon Project Costs	Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	Cos	st Allocation - Growth
2018 CIP Projects							
Future WWTP Expansion. <sup>1</sup>	\$	6,325,000	2022	0.5 MGD	50%	\$	3,162,500
Effluent Disposal Development <sup>1</sup>	\$	5,900,000	2028	0.375 MGD	80%	\$	4,720,000
Bohls Service Area Expansion Lift Station & Force Main	\$	780,000	2024	500 LUEs	75%	\$	585,000
TOTA	LS \$	13,005,000				\$	8,467,500

<sup>1.</sup> Increase in cost due to facility location space constraints, and BWR Phase 1 site relocation. Complete list of CIP Project expansions at Bohl's site, and potential Lake Pointe plant decommissioning, not listed due to no foresseable allocation to growth.

Land Use Assumptions & Capital Improvements Plan	WTCPUA – 2021 Impact Fee Study
E-7 Growth Allocation Proposed 2021 CIP Projects -	Wastewater

Table E-7 Growth Allocation Proposed 2021 CIP Projects - Wastewater

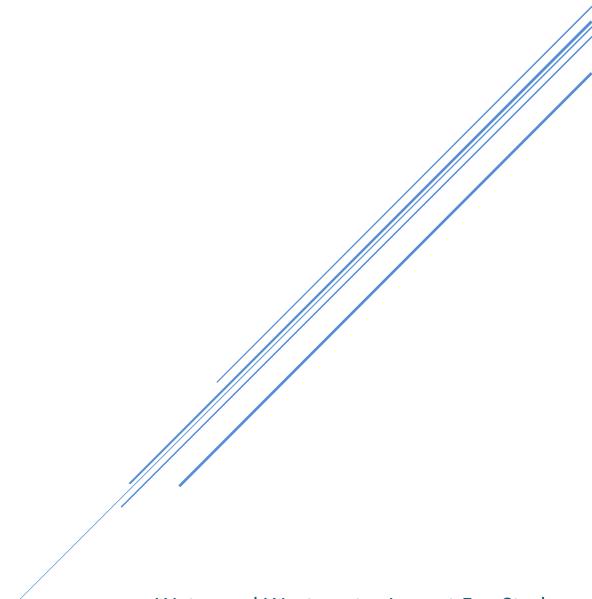
	pital Improvemen Proposed 2021 (	_					
Project	P	Planning Horizon roject Costs	Year Scheduled	Capacity (increase)	Capacity Allocation - Growth	t Allocation · Growth	
2021 CIP Projects							
Impact Fee Study	\$	27,500	2026	n/a	100%	\$ 27,500	
BWR & Effluent Disposal Injection Well	\$	517,500	2022	0.375 MGD	80%	\$ 414,000	
BWR Phase 1 Supply/Reject FMs	\$	1,460,500	2022	0.5 MGD	60%	\$ 876,300	
Lime Kiln Interceptor	\$	1,730,000	2026	1800 LUEs	50%	\$ 865,000	
	TOTALS \$	3,735,500	<b>=</b>			\$ 2,182,800	

# EXHIBIT B

Report

# TECHNICAL REPORT

West Travis County PUA



Water and Wastewater Impact Fee Study July 2021



# **Executive Summary**

The West Travis County Public Utility Agency (PUA) has retained Murfee Engineering Company, Inc. (MEC) and Nelisa Heddin Consulting (NH Consulting) to perform an update to the PUA's impact fee study. This report details the results of that analysis.

The PUA has updated its impact fees in 2012, 2014 and 2018. In each of the previous updates, the PUA has operated under the assumption of "capping" growth at which point that the PUA reaches peak-day operations of the water treatment plant of 27 million gallons per day (MGD). Since that time, the local area has experienced significant growth demands, particularly in the US 290 System. Given the pressures of this growth, the PUA is contemplating expanding its service area and thereby providing water utility services which are anticipated to exceed 27 MGD. This updated analysis contemplates said service area expansion and thus increases the PUA's projected future capital improvements plan (CIP) by approximately \$80M for the water utility and \$4M for the wastewater utility (Tables 1 and 2)

**Table 1: Summary of Water CIP Projects** 

Water CIP Projects	System Wide	SH 71	US 290	Total
Existing Improvements	\$ 57,352,254	\$ 20,898,145	\$ 35,938,033	\$ 114,188,432
Previously Approved Future				
CIP	23,632,001	6,400,245	13,462,383	43,494,629
Newly Identified CIP	22,821,527	3,147,520	54,123,486	80,092,534
Total Improvements	\$ 103,805,782	\$ 30,445,910	\$ 103,523,901	\$ 237,775,594

**Table 2: Summary of Wastewater CIP Projects** 

Wastewater CIP Projects	
Existing Improvements	\$ 41,931,467
Previously Approved Future	
CIP	14,842,683
Newly Identified CIP	4,222,015
Total Improvements	\$ 60,996,165

NH Consulting has provided the PUA with two alternative impact fee calculations.

• Scenario 1 – assumes the issuance of approximately \$21M in debt to fund future water projects and approximately \$6M to fund future wastewater projects. As such, 10-years of future interest expense on the new debt has been included in the impact fee calculation.



• Scenario 2 – assumes the PUA will use cash-available from other sources to fund future projects, thereby not including any future interest expense for future projects in the impact fee calculation.

Table 3 provides the maximum allowable impact fee, including ad valorem tax credit for each scenario. Table 4 Provides a summary of the fees if assessed at 90%.

**Table 3: Summary of Maximum Allowable Impact Fees (Including Ad Valorem Tax Credit)** 

	Scenario 1 cludes Future Debt)	Scenario 2 (Excludes Future Debt)			
Hwy 71 Water Impact Fee	\$ 5,249.44	\$	4,780.28		
US 290 Water Impact Fee	\$ 8,605.11	\$	8,135.94		
Wastewater Impact Fee	\$ 12,177.11	\$	11,218.89		

**Table 4: 90% of Maximum Allowable Impact Fees** 

	_	Scenario 1 Iludes Future Debt)	Scenario 2 (Excludes Future Debt)			
Hwy 71 Water Impact Fee	\$	4,724.50	\$	4,302.25		
US 290 Water Impact Fee	\$	7,744.59	\$	7,322.35		
Wastewater Impact Fee	\$	10,959.40	\$	10,097.00		



# **Background**

# **West Travis County Public Utility Agency**

The PUA provides water and wastewater services to an estimated population of 60,000 people located in Travis and Hays counties. The PUA acquired the systems from the Lower Colorado River Authority (LCRA) in March 2012. Since that time, the PUA has continued to provide continuous and adequate service to the affected population.

The PUA was created in partnership through concurrent ordinances of the City of Bee Cave, Travis County Municipal Utility District #5 (now Lake Pointe Municipal Utility District), and Hays County as a vehicle to finance, own, and operate the West Travis County water and wastewater utility systems as a publicly owned utility. The PUA Board is currently comprised of five members, each appointed by each of the three sponsoring entities.

### **Installment Purchase Agreement**

In order to purchase the systems by a public entity rather than a divestiture to a private for-profit utility, the PUA was required to retire the debt which LCRA had outstanding against the systems. In March 2012, the principal balance of that debt exceeded \$140M, plus interest accrual. However, many of LCRA's bonds were not "callable." As such, immediately retiring the bonds would require the payment of defeasance costs, which would have added significant costs to ratepayers.

In order to avoid payment of additional defeasance costs, the PUA entered into an installment purchase agreement with the LCRA, which outlined specific timing for installment payments through 2019. These installment payments coincided with "call dates" associated with LCRA's bonds. Installment payments consisted of the principal balance on the callable bonds, plus capitalized interest accrued. The PUA made its first installment payment to the LCRA in July 2012. Since that time, the PUA funded subsequent installment payments through the issuance of bonds. The PUA made its final \$15M installment payment to the LCRA in the Spring of 2019. Installment payments to the LCRA included both the principal balance on the bonds as well as accrued interest.

# **System Debt**

Since its inception in 2012, the PUA has issued several series of revenue bonds. These issuances not only funded payments to the LCRA but also funded construction of existing and future capital improvement projects necessary to support regional growth.

In order to be rated for bonds, the PUA presented a financial pro forma which illustrated the PUA's ability to support its bonded indebtedness through rates and fees. In 2012, the PUA received an "A-" bond rating by Standard & Poors. In December, 2017 the PUA had its rating upgraded by Standard & Poors to "A positive" and "A1" by Moody's Investor Service. This improved rating is due to increased cash reserves and improved operational and financial management of the utility, including significant cost reductions and revenue enhancements.



### **System Revenues and Expenses**

The PUA is a non-taxing entity. Accordingly, the PUA's only available avenues for revenue recovery are through rates and fees charged to current and future customers of the system. To the extent the PUA does not recover the costs of providing future service to customers through impact fees, those costs must be recovered through rates. The PUA is allowed to set impact fees at an amount at or below the maximum allowable fee as determined by the impact fee calculation. So long as the PUA does not go above the maximum allowable fee, the PUA may use policy initiatives to determine the appropriate level of the impact fee. This balance must be considered when setting an appropriate impact fee, realizing that any portion of the costs not recovered by impact fees will need to be recovered through monthly rates charged to customers.

### **Impact Fee Fund**

Impact fees are only collected from new growth in the system. Existing customers are not subject to pay impact fees<sup>1</sup>. The PUA maintains impact fees collected in a separate fund. The PUA spends impact fee monies only for authorized purposes in compliance with Chapter 395 of the Texas Local Government Code. The PUA has created a plan for spending those funds in accordance with Chapter 395.

<sup>&</sup>lt;sup>1</sup> Currently existing customers are not subject to impact fees with the exception of a currently existing customer who increases their level of service.



# **Purpose of Report**

One of the most effective growth management tools available to public utilities is the use of new customer impact fees, which facilitates growth paying for itself vs. existing customers paying for this cost burden in rates. The PUA has adopted a ten-year Land Use Assumptions and Capital Improvements Plan (CIP) to service growth in the system, and the cost of the 10-year CIP is the basis for calculating impact fees. Impact fees are calculated by taking the total cost of the CIP divided by the projected growth in living unit equivalents (LUEs) in the system for water and wastewater. The last step in the process to adopt an impact fee is the determination of the maximum allowable impact fees per the guidelines set forth in Chapter 395 of the Texas Local Government Code.

Chapter 395 of the Texas Local Government Code provides specific requirements that cities, water districts and other political subdivisions in Texas must abide by while determining, assessing, and collecting Impact Fees. The process outlined for implementing or amending fees includes:

- 1. Development of Land Use Assumptions (LUA);
- 2. Development of Capital Improvement Plan (CIP) based on LUA;
- 3. Development of maximum impact fees;
- 4. Public hearing on LUA, CIP and impact fees;
- 5. Adoption of or amendment to LUA, CIP and impact fees;

NH Consulting has been retained by the PUA to determine the maximum allowable impact fee per requirements set forth in Chapter 395 of the Texas Local Government Code, based upon the Land Use Assumptions and Capital Improvements Plan adopted by the PUA Board of Directors.

This report is intended to outline the methodology utilized by NH Consulting in determining the maximum allowable impact fee that can be charged by the PUA.



# **Methodology and Findings**

In developing amendments to impact fees charged to the PUA's customers, it was first necessary to develop a future assumption of system growth. Next, capital improvements which are necessary to meet the needs of that growth are identified. Finally, a maximum allowable impact fee may be determined. Making this determination involves a systematic progression of steps, which are outlined below.

### **Step 1: Land Use Assumptions**

The PUA relied upon MEC to develop Land Use Assumptions, which have been summarized below. The values shown in Tables 5 and 6 are projected new living unit equivalents (LUEs) for each year in the study.

**Table 5: Future Land Use Assumptions – Water (New LUEs per Year)** 

	US 290	SH71	Total
Oct-22	720	655	1,375
Oct-23	791	640	1,431
Oct-24	863	626	1,489
Oct-25	933	613	1,546
Oct-26	1,004	598	1,602
Oct-27	1,076	583	1,659
Oct-28	1,147	570	1,717
Oct-29	1,218	555	1,773
Oct-30	1,289	541	1,830
Oct-31	1,360	527	1,887

**Table 6: Future Land Use Assumptions – Wastewater (New LUEs per Year)** 



	Total
Oct-22	255
Oct-23	283
Oct-24	219
Oct-25	225
Oct-26	224
Oct-27	229
Oct-28	206
Oct-29	194
Oct-30	183
Oct-31	177

### **Step 2: Existing Improvements**

Chapter 395 of the Texas Local Government Code regulates impact fees that utilities may charge. Chapter 395 requires that impact fees collected by a utility should be utilized to pay for capital improvements necessitated by growth. Capital improvements utilized in the calculation may include existing improvements that have excess capacity as well as future improvements that will meet growth needs. Such projects were isolated by MEC and are included in the impact fee calculation.

### **Step 3: Planned Improvements**

Planned improvements are improvements projected to be necessary in the future, which are driven by growth. Maintenance repair or replacement projects not driven by future growth may not be included in the impact fee calculation. MEC identified future projects that would be necessary to meet the needs of future growth based on projected timing of that growth.

### Step 4: Capacity Analysis

Once projects eligible for inclusion in the impact fee have been determined, the next step is to perform a capacity analysis for each of those improvements. State law stipulates that only costs associated with available capacity projected to meet future growth needs in the ten-year planning period can be included in the fee determination.

# Step 5: Determination of Costs to be Included in Fee

State law allows the following costs to be included in the impact fee calculation:

- Construction contract price;
- Surveying and engineering fees;
- Land acquisition costs;
- Projected interest and finance costs:
- ❖ Fees paid to a qualified engineer or financial consultant, preparing or updating the capital improvements plan.



As MEC estimated construction and engineering costs for each project in the CIP, NH Consulting used those cost estimates and grossed them up for legal and permitting costs as well as bond issuance costs (for bond funded projects) in order to arrive at an estimate of CIP costs in 2018 dollars. Given that many of the projects included in the CIP will be constructed in future years, NH Consulting then grossed up CIP cost estimates in order to account for future inflationary impacts to project costs, as described below.

- ❖ Allowable project design and construction costs, as described above, which were then inflated at 3% annually until projected project construction;
- ❖ Legal and permitting costs estimated at 1.5% of design and construction costs;
- ❖ Bond issuance costs estimated at 2% of design, construction, legal and permitting costs<sup>2</sup>;
- ❖ Interest Expense (assumed a 30 year bond at 4% interest)<sup>3</sup>.

The total costs that may be included in the water impact fees are identified on Schedules 1, 2 and 3; the costs that may be included in the wastewater impact fees are identified on Schedules 4, 5 and 6.

### Step 6: Determination of Maximum Allowable Fee

NH Consulting determined a maximum allowable impact fee, which collects all revenues to pay for allowable projects and related fees within the ten-year study period.

## Step 7: Determination of Rate Revenue Credit

In addition to describing the costs that can be included in the maximum impact fee calculation, Chapter 395 of the Texas Local Government Code also specifically states that the fee shall:

"Provide a plan for awarding:

- (a) A credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt that is included in the capital improvements plan; or
- (b) In the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan."

Accordingly, the utility may elect to adopt a fee that is equal to 50% of the calculated amount or develop a plan for awarding a credit for utility service revenues that are generated to pay for debt associated with assets in the capital improvements plan.

NH Consulting has performed the requisite credit calculation that determines the credit needed for both the water and the wastewater utility. In so doing, NH Consulting has identified the annual debt service for PUA issued bonds, which are associated with regional assets to be funded through rates. NH Consulting then determined the estimated LUEs in the system based on the current LUE count and projected growth in the system. Finally, NH Consulting divided the total debt service paid for regional projects through rates by the

-

<sup>&</sup>lt;sup>2</sup> Bond issuance costs were only included for existing projects.

Interest expense for existing projects included all accrued interest to-date, plus 10 years of future interest. Interest expense for future projects, if included, was for only 10 years of future interest.



total LUEs that would pay those rates over the 10-year study period to determine the total credit which should be applied against the maximum allowable impact fee.

# **Summary of Maximum Allowable Fees**

### Maximum Allowable Fees

Table 7 provides the maximum allowable impact fee, including ad valorem tax credit for each scenario. Table 8 Provides a summary of the fees if assessed at 90%.

Table 7: Summary of Maximum Allowable Impact Fees (Including Ad Valorem Tax Credit)

	Scenario 1 Iludes Future Debt)	Scenario 2 (Excludes Future Debt)			
Hwy 71 Water Impact Fee	\$ 5,249.44	\$	4,780.28		
US 290 Water Impact Fee	\$ 8,605.11	\$	8,135.94		
Wastewater Impact Fee	\$ 12,177.11	\$	11,218.89		

Table 8: 90% of Maximum Allowable Impact Fees

	Scenario 1 Lludes Future Debt)	Scenario 2 (Excludes Future Debt)			
Hwy 71 Water Impact Fee	\$ 4,724.50	\$	4,302.25		
US 290 Water Impact Fee	\$ 7,744.59	\$	7,322.35		
Wastewater Impact Fee	\$ 10,959.40	\$	10,097.00		

#### West Travis County Public Utility Agency 2021 Impact Fee Analysis - Water Utility

Schedule 1

Future CIP Projects, Before Interest Expense - Previously Approved Projects

Final Report

Final Report										Percent	
										Allocation	
		Design/								to 2021-	Cost Allocated to
Desirat	Year Scheduled	Contruction Costs (2021 Cost)	Legal/Permitting Costs (1.5%)	Issuance Costs (2%)	Subtotal (2021 Cost)	Future Cost (1)	Capacity Increase	Capacity Used in 2021-2031	Units	2031 Growth	2021-2031 Growth
Project System Wide	Scheduled	Costs (2021 Cost)	COSIS (1.5%)	(2%)	Cost)	ruture Cost (1)	increase	IN 2021-2031	Units	Growth	Growth
System Hydraulic Modeling	2022	125,000			125,000	128,750				100%	128,750
Uplands WTP Expansion	2024	17.000.000	255,000		17.255.000	18,855,004	5.000	2,500	MGD	50%	9,427,502
Additional Water Supply Development	2026	1,000,000	15,000		1.015.000	1,176,663				86%	1,011,930
Raw Water Pump Station Expansion (Phase II)	2029	2,700,000	40,500		2,740,500	3,471,583	7.000	1.050	MGD	15%	
		\$ 20,825,000	\$ 310,500		\$ 21,135,500	\$ 23,632,001					\$ 11,088,920
US 290 System											
1340 Pump Station	2021	1,920,000	28,800		1,948,800	1,948,800	2250	2000	LUE	89%	1,732,267
SW Parkway Upgrade GST2 Phase 2	2022	1,760,000	26,400		1,786,400	1,839,992	9500	5750	LUE	61%	1,113,679
Circle Drive Pump Station	2024	5,600,000	84,000		5,684,000	6,211,060	3000	3000	LUE	100%	6,211,060
1340 TM (Sawyer Ranch Road Ext)	2022	1,200,000	18,000		1,218,000	1,254,540	4500	1500	LUE	33%	418,180
1240 Conversion Water Line	2023	1,400,000	21,000		1,421,000	1,507,539	2700	2250	LUE	83%	1,256,282
RM1826 Phase V 16"	2033		-		-						-
Heritage Oaks Loop Line	2033		-		-					-	-
1420 Pump Station Upgrade	2022	670,000	10,050		680,050	700,452	1500	1100	LUE	73%	513,664
		\$ 12,550,000	\$ 188,250		\$ 12,738,250	\$ 13,462,383					\$ 11,245,133
State Highway 71 System											
West Bee Cave PS Upgrade (Phase III)	2022	222,000	3,330		225,330	232,090	2500	1100	LUE	44%	102,120
Home Depot Pump Station Expansion & Conversion	2021		-		-						
1080 Bee Cave Transmission Main	2022	5,900,000	88,500		5,988,500	6,168,155	5229	3450	LUE	66%	4,069,638
		\$ 6,122,000	\$ 91,830		\$ 6,213,830	\$ 6,400,245					\$ 4,171,757
Total Previously Approved Future CIP		\$ 39,497,000	\$ 590,580	\$ -	\$ 40,087,580	\$ 43,494,629					\$ 26,505,810
(1) Assumed 3% annual inflation to scheduled year.											

7/21/21 Page 1

#### West Travis County Public Utility Agency 2021 Impact Fee Analysis - Water Utility

Schedule 2





#### DRAFT

Project	Year Scheduled	Design/ Contruction Costs (2021 Cost)	Legal/ Permitting Costs (1.5%)	(2%)	Subtotal (2021 Cost)	Future Cost (1)	Capacity Increase	Capacity Used in 2022-2031 Units	2027 20	Allocated to 018-2027 Growth
			Ne	wly Proposed Pro	jects					
System Wide	2026	02.500			02.500	407.222			100%	407.222
Impact Fee Update TM No. 2 (Upsize)	2026	. ,	20,940		92,500 1,416,940	107,233 1,691,900	3100	2100 LUEs		107,233 1,146,126
Ranch Road 12 16" TM (HPR to Fitzhugh)	2027	, ,	84,315		5,705,315	6,812,444	5200	2100 LUEs	40%	2,751,180
1340 PS (HPR)	2027	-,- ,	30,240		2.046.240	2,443,318	5200	2100 LUEs	40%	986.724
Uplands WTP Expansion to 33 MGD	2026		150,000		10,150,000	11,766,632	3200			10,942,968
opiands with Expansion to 33 Midd	2020	\$ 19,125,500			\$ 19,410,995	\$ 22,821,527	0	7.44 LOLS		15,934,230
		7,,	,		+,,	+,,			,	
US 290 System	2025	4 4 500 000	22.500		4 500 500	4 742 507	42000	2040 1115	700/	4 250 050
SWP PS Modifications	2025	, , , , , , , , , ,	22,500		1,522,500	1,713,587	12000		73%	1,258,059
1240 EST	2027		31,425		2,126,425	2,539,063	2250		100%	2,539,063
Hwy 71 Parallel 20" TM (uplands to SWPWPS)	2030	, ,	62,250		4,212,250	5,496,031	8150			3,843,850
Fitzhugh Road 16" TM (Crumley to RR12)  Darden Hill Rd 16" WL	2030 2028	,,	31,245 89,346		2,114,245 6,045,746	2,758,610 7,435,505	5200 5200			1,167,104 2,573,829
Nutty Brown 12" TM	2026	-,,	47,370		3,205,370	3,715,902	2900			1,281,346
Fitzhugh Road 16" TM (CLPS to Crumley)	2020	-,,	47,370 97.470		6.595.470	8,354,944	5200			6,105,536
30" Parallel TM 2 (SWPPS to County Line)	2025		290,310		19,644,310	22,109,844	12000			16,232,310
30 Taranet TW 2 (SWTT 3 to county line)	2023	\$ 44,794,400			\$ 45,466,316	\$ 54,123,486	12000	0010 1013		35,001,096
		. , , , , ,			, ., .,					,,
SH71 System  West Bee Cave PS Upgrade (Electrical & Pumping)	2025	\$ 336,000	5,040		341,040	383,844	4200	700 LUEs	17%	63,974
TM No. 2 (West Bee Cave to HPR)	2023		12,387		838,179	1,000,829	3100		23%	225,994
HPR GST2	2027		25,293		1,711,502	1,762,847	5000		14%	246,799
	2022	\$ 2,848,001			\$ 2,890,721	\$ 3,147,520	3000	. 50 2023	\$ s	536,766
					÷ =,050,721				Ť	•
Total New Proposed		\$ 66,767,901	\$ 1,000,131	\$ -	\$ 67,768,032	\$ 80,092,534			\$ 5	51,472,093

(1) Future cost determined by applying 3% annual inflation to scheduled year.

#### West Travis County Public Utility Agency 2021 Impact Fee Analysis - Water Utility



Schedule 3 Existing Projects, Before Interest Expense

Final Report

								Current		Capacity Used	Percent	Allocation			Costs Allocated	
			Actual Project	Debt Iss			Capacity	Capacity Used		Beyond 2027	Allocation	2018-	Beyond	Costs Allocated		Costs Allocat
Project	Funding Year		Cost	Cos	it	Total Project Cost	(MGD or LUEs)	(MGD or LUEs)	(MGD or LUEs)	(MGD or LUEs)	Current	2027	2027	to Current	Growth	Beyond 20
ivstemwide Jplands WTP Chem Building*	2012		\$ 2,141,458	\$	42,829	\$ 2,184,288	20.00	17.90	2.10		90%	11%	0%	\$ 1,954,937	\$ 229,350	ś .
Jplands WTP Plant*	2012		40,549,183		10,984	41,360,167	20.00	17.90	2.10		90%	11%	0%	37,017,349	4,342,817	7
Iplands Raw Water Intake Expansion*	2012		416,305		8,326	424,631	20.00	17.90	2.10		90%	11%	0%	380,045	44,586	
ligh Service Pump Station 8 MGD to 14	2012		410,303		0,520	424,031	20.00	17.50	2.10		3070	11/0	0,0	300,043	44,500	
MGD*		2012	4,034,066		80,681	4,114,747	20.00	17.90	2.10	-	90%	11%	0%	3,682,699	432,048	
Groundwater Feasibility Study		2014	40,000		,	40,000					84%	16%		33,600	6,400	
Raw Water Transmission Main No. 2		2015	6,287,320	1	25,746	6,413,066	16.50	1.40	15.10		8%	92%	0%	544,139	5,868,927	
Raw Water Line & Uplands WTP Expansion			., . ,		.,	., .,								, , , , ,	.,,	
PER		2013	173,726			173,726					28%	72%	0%	48,643	125,083	
Raw Water Line & WTP Expansion (Phase 1)		2017	1,592,603		31,852	1,624,455	3.00	0.40	2.60	-	13%	87%	0%	216,594	1,407,861	-
Uplands Clearwell #2*	2012		997,229		19,945	1,017,174	20.00	17.90	2.10	-	90%	11%	0%	910,370	106,803	-
			\$ 56,231,890	\$ 1,1	20,363	\$ 57,352,254								\$ 44,788,377	\$ 12,563,877	\$ -
H 71 System																
azy 9 SW 71 Transmission Main*	2012		\$ 3,090,461	\$	61,809	\$ 3,152,270	20	17.90	2.10	-	90%	11%	0%	\$ 2,821,282	\$ 330,988	\$ -
71 System Modeling	2013		49,578			49,578					84%	16%	0%	41,646	7,932	-
SH71 EST (1.0 Mgal)	2012		2,169,142		43,383	2,212,525	3,000	1,350	1,650	-	45%	55%	0%	995,636	1,216,889	-
	2012		177,037		3,541	180,578	3,000	1,350	1,650		45%	55%	0%	81,260	99,318	
WEST BEE CAVE PS UPGRADE (PHASE I)	2015		157,711		3,154	160,865	750	650	100	-	87%	13%	0%	139,417	21,449	
West Bee Cave PS Upgrade Phase II (GST no																
2)	2018		1,411,886		28,238	1,440,124	5,000	50	4,950		1%	99%	0%	14,401	1,425,722	-
Transmission Main from Uplands Plant to																
Bee Cave Pump Station*	2012		1,556,779		31,136	1,587,915	20	17.90	2.10	-	90%	11%	0%	1,421,184	166,731	-
Crystal Mountain EST*	2012		1,917,518		38,350	1,955,868	20	17.90	2.10	-	90%	11%	0%	1,750,502	205,366	-
Senna Hills By-Pass Line*	2012		559,677		11,194	570,871	20	17.90	2.10	-	90%	11%	0%	510,929	59,941	-
lamilton Pool Road 1280 Pump Station																
	2012		330,552		6,611	337,163	20	17.90	2.10	-	90%	11%		301,761	35,402	-
Hamilton Pool Road Water Line*	2012		6,624,510	1	32,490	6,757,000	20	17.90	2.10	-	90%	11%	0%	6,047,515	709,485	-
Home Depot Pump Station*	2012		392,792		7,856	400,648	20	17.90	2.10	-	90%	11%	0%	358,580	42,068	-
Home Depot Ground Storage Tank*	2012		147,043		2,941	149,984	20	17.90	2.10	-	90%	11%	0%	134,236	15,748	-
Bee Cave Ground Storage Tank, Pump																
Station, Piping (off Cuernavaca)*	2012		699,851		13,997	713,848	20	17.90	2.10	-	90%	11%	0%	638,894	74,954	-
HPR Consversion and Upgrade to 1500 gpm Bee Cave Water Line to Cuernavaca*	2019 2012		214,321		4,286	218,607	375	20	355	-	5%	95%	0%	11,659	206,948	-
ree cave water time to cuernavaca	2012		990,492		19,810	1,010,302	20	17.90	2.10	-	90%	11%	0%	904,220	106,082	-
			\$ 20,489,350	\$ 4	08,795	\$ 20,898,145								\$ 16,173,121	\$ 4,725,025	\$ -
IS 290 System																
Countyline Pump Station Upgrade 800 gpm to 3450 gpm*	2012		\$ 1,684,429	¢	33,689	\$ 1,718,118	20	17.90	2.10		90%	11%	0%	\$ 1,537,715	\$ 180,402	¢ -
290 Pipeline	2012		, 1,004,429	,	בסט, ככ	, 1,/10,118	20	17.90	2.10	-	90%	1176	U%	, 1,337,/15	2 100,402	, .
a) 24" SWPPS to County Line*	2012		12,841,593	2	56,832	13,098,425	20	17.90	2.10		90%	11%	0%	11,723,090	1,375,335	_
b) 20" Countyline to 1420 HGL EST*	2012		3,411,212		68,224	3,479,436	20	17.90	2.10		90%	11%	0%	3,114,095	365,341	
SH71 20" Transmission Main	2012		3,630,945		72,619	3,703,564	20	17.90	2.10	-	90%	11%	0%	3,314,690	388,874	
20" Main Uplands to SW Parkway			3,030,343		,013	3,703,304	20	27.50	2.10		30%	11/0	370	5,51-,030	300,074	
(Easements)*		2012	506,714		10,134	516,848	20	17.90	2.10		90%	11%	0%	462,579	54,269	
1420 Elevated Storage*	2012		2,197,353		43,947	2,241,300	20	17.90	2.10		90%	11%		2,005,964	235,337	
Sawyer Ranch Road Ph 1 20"*	2012		1,183,948		23,679	1,207,627	20	17.90	2.10	-	90%	11%		1,080,826	126,801	
Sawyer RR Ph 1 (Darden Hill)*	2012		1,293,619		25,872	1,319,491	20	17.90	2.10		90%	11%		1,180,945	138,547	
	2012		243,213		4,864	248,077	20	17.90	2.10		90%	11%	0%	222,029	26,048	
SWPPS Upgrade Phase 1 GST	2017		1,960,902		39,218	2,000,120	20	17.90	2.10	-	90%	11%	0%	1,790,107	210,013	
L826 Phase IV 16" Water Line*	2012		1,055,040		21,101	1,076,141	20	17.90	2.10	-	90%	11%	0%	963,146	112,995	
JS290 System Modeling	2013		79,955		,	79,955					84%	16%	0%	67,162		-
1340 EST	2016		2,399,334		47,987	2,447,321	3,000	1,000	2,000	-	33%	67%		815,774	1,631,547	
1340 Transmission	2017		2,746,676		54,934	2,801,610	3,000	1,000	2,000	-	33%	67%	0%	933,870	1,867,740	
			\$ 35,234,933	\$ 7	03,100	\$ 35,938,033								\$ 29,211,992	\$ 6,726,040	\$ -

\*LCRA Constructed Projects

#### West Travis County Public Utility Agency 2021 Impact Fee Study - Wastewater Analysis

Schedule 4
Future CIP Projects, Before Interest Expense - Previously Approved Projects

#### DRAFT

Project	Year Scheduled	Design/ Contruction Costs (2021 Cost)	Legal/ Permitting Costs (1.5%)	Issuance Costs	Subtotal (2021 Cost)	Future Cost	Capacity Increase	Capacity Used in 2022-2031	Units	Percent Allocation to 2022- 2031 Growth	Cost Allocated to 2022-2031 Growth
Future WWTP Expansion	2022	6,325,000	94,875		6,419,875	6,612,471	0.5	0.25	MGD	50%	3,306,236
Effluent Disposal Development	2028	5,900,000	88,500		5,988,500	7,365,100	0.375	0.3	MGD	80%	5,892,080
Bohls Service Area Expansion Lift Station & Force Main	2024	780,000	11,700		791,700	865,112	500	375	LUEs	75%	648,834
Total and Future Projects		\$ 13,005,000	\$ 195,075	\$ -	\$ 13,200,075	\$ 14,842,683					\$ 9,847,149

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#### West Travis County Public Utility Agency 2021 Impact Fee Study - Wastewater Analysis

Schedule 5 Future CIP Projects, Before Interest Expense - Newly Identified Projects

#### DRAFT

		Design/								Percent Allocation to 2018-	Cost Allocated to
	Year		Legal/ Permitting		Subtotal (2021		Capacity	Capacity Used		2027	2018-2027
Project	Scheduled	Costs (2021 Cost)	Costs (1.5%)	Issuance Costs	Cost)	Future Cost	Increase	in 2015-2024	Units	Growth	Growth
Impact Fee Study	2026	27,500			27,500	31,880				100%	31,880
BWR & Effluent Disposal Injection Well	2022	517,500	7,763	10,350	535,613	551,681	0.375	0.30	MGD	80%	441,345
BWR Phase 1 Supply/Reject FMs	2022	1,460,500	21,908	29,210	1,511,618	1,556,966	0.500	0.30	MGD	60%	934,180
Lime Kiln Interceptor	2026	1,730,000	25,950	39,560	1,795,510	2,081,488	1,800	900	LUEs	50%	1,040,744
Total Future Projects		\$ 3,735,500	\$ 55,620	\$ 79,120	\$ 3,870,240	\$ 4,222,015					\$ 2,448,148

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#### West Travis County Public Utility Agency

2021 Impact Fee Study - Wastewater Analysis

Schedule 6 Existing Projects, Before Interest Expense

#### DRAFT

		Actual Project				Current	Capacity Used 2022-	Capacity Used Beyond		Percent Allocation	Percent	Percent Allocation Beyond	Costs Allocated	Costs Allocated	Costs Allocated
Project	Funding Year	Cost	Issuance Costs	Total Cost	Capacity	Capacity Used	2031	2031	Units	Current	2022-31	2031	to Current	Growth	Beyond 2031
Systemwide															
Lakepointe WWTP*	2012	\$ 15,317,630	\$ 197,590	\$ 15,515,220	0.675	0.590	0.085	-	MGD	87%	13%	0%	\$ 13,561,452	\$ 1,953,768	\$ -
Bee Cave Regional System*	2012	8,499,620	109,641	8,609,261	1.000	0.800	0.200	-	MGD	80%	20%	0%	6,887,409	1,721,852	-
Spillman Effluent Irrigation System*	2012	530,458	6,843	537,301	1.000	0.800	0.200	-	MGD	80%	20%	0%	429,841	107,460	
CCNG Lift Station*	2012	141,970	1,831	143,801	1.000	0.800	0.200	-	MGD	80%	20%	0%	115,041	28,760	-
RM 620 WW Line*	2012	1,262,030	16,280	1,278,309	1.000	0.800	0.200		MGD	80%	20%	0%	1,022,647	255,662	-
Hwy 71 WW Line*	2012	998,809	12,884	1,011,693	1.000	0.800	0.200		MGD	80%	20%	0%	809,355	202,339	
Bohl's Effluent Pond and Lift Station	2012	3,816,591	49,232	3,865,823	0.325	0.290	0.035	-	MGD	89%	11%	0%	3,449,504	416,319	-
Bohl's WWTP	2012	5,570,796	71,860	5,642,656	0.325	0.290	0.035	-	MGD	89%	11%	0%	5,034,986	607,671	-
Bohl's Regional Lift Station/FM	2012	2,101,571	27,109	2,128,680	0.325	0.290	0.035	-	MGD	89%	11%	0%	1,899,438	229,242	-
Master Planning and Permitting	2013	310,867		310,867	0.500	-	0.500	-		8%	92%	0%	24,869	285,998	-
Little Barton Creek Interceptor	2013	2,851,077	36,777	2,887,854	0.267	0.038	0.229	-	MGD	14%	86%	0%	411,006	2,476,849	
		\$ 41,401,420	\$ 530,048	\$ 41,931,467									\$ 33,645,546	\$ 8,285,921	\$ -

TRUE

# **EXHIBIT C**

**Impact Fee Advisory Committee Recommendations** 

Mr. Scott Roberts President, Board of Directors West Travis County Public Utility Agency 13215 Bee Cave Road, Building 3, Suite 120 Bee Cave, Texas 78738

Subject: Recommendations of the West Travis County Public Utility Agency (WTCPUA) Impact

Fee Advisory Committee (IFAC) regarding potential amendments to the Water and Wastewater Land Use Assumptions, Capital Improvement Plan, and Impact Fees.

#### Dear President Roberts:

On August 5, 2021, the IFAC met to evaluate and consider the proposed update to the WTCPUA's Land Use Assumptions, Capital Improvements and Impact Fee Study. Committee members present at the meeting were Tina Keats (Chair, representing retail rate payers), Chet Palesko (representing wholesale water customers), and Adrian Overstreet (Developer). PUA Staff and consultants attending were: Jennifer Riechers, Agency General Manager; Jennifer Smith, Controller; Keli Kirkley, Accounting Supervisor; Nelisa Heddin, Rate Consultant; George Murfee, District Engineer, Murfee Engineering Company and Jason Baze, Murfee Engineering Company.

George Murfee presented the findings of the CIP Study and highlighted the growth anticipated and identified the proposed projects needed to meet the proposed growth. He noted to the committee that the current board is considering service outside of the historical retail service area. Nelisa Heddin then proceeded to walk the committee through the 2021 Impact Fee Analysis draft summary and presentation of the recommended 2021 Impact Fees for water and wastewater as follows:

### Maximum Allowable (100%) Impact Fees per LUE

	Scenario 1 cludes Future Debt)	Scenario 2 (Excludes Future Debt)			
Hwy 71 Water Impact Fee	\$ 5,249.44	\$ 4,780.28			
US 290 Water Impact Fee	\$ 8,605.11	\$ 8,135.94			
Wastewater Impact Fee	\$ 12,177.11	\$ 11,218.89			

Mr. Scott Roberts Page 2 August 6, 2021

90% of Maximum Allowable Impact Fees per LUE

	Scenario 1 cludes Future Debt)	Scenario 2 (Excludes Future Debt)		
Hwy 71 Water Impact Fee	\$ 4,724.50	\$	4,302.25	
US 290 Water Impact Fee	\$ 7,744.59	\$	7,322.35	
Wastewater Impact Fee	\$ 10,959.40	\$	10,097.00	

After much review and discussion, the IFAC makes the following recommendations:

1. Approve the 2021 recommended Impact Fees at 90% of the Maximum Allowable Impact Fee amount including debt less \$250.

Hwy 71 \$4,474.50 Hwy 290 \$7,494.59 Wastewater \$10,709.40

2. Revise WTCPUA Tariff to change the timing of collection of impact fees to be when the final plat is recorded.

The IFAC expressed concern with the cash flow projections that the PUA is facing related to the proposed CIP projects and feel that debt issuance is the best option for the existing customers of the PUA.

Thank you for your consideration.

Sincerely,

Kristina Keats

Chair

# VI. NEW BUSINESS

# ITEM A

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

Adopted March 1, 2012 Revised September 21, 2017 Revised September 19, 2019 Revised September 16, 2021

#### **ARTICLE I**

#### **DEFINITIONS**

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

- 1.11. <u>Public Funds Investment Act</u>. "Public Funds Investment Act" means Chapter 2256, Texas Government Code, as amended from time to time.
- 1.12. <u>Public Funds Collateral Act</u>. "Public Funds Collateral Act" means Chapter 2257, Texas Government Code, as amended from time to time.

#### **ARTICLE II**

#### **INVESTMENT POLICY**

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

circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

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

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

Director. Following its annual review, the Board will adopt a written resolution confirming its review of the Policy and the investment strategies contained in this Policy.

#### **ARTICLE III**

#### FINANCIAL MANAGEMENT

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

# EXHIBIT A AUTHORIZED INVESTMENTS

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

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

# EXHIBIT B INVESTMENT STRATEGIES

Investment Strategies in order of priority:

#### A. Investment requirements by fund.

- 1. <u>General Operating Fund</u>. The Agency will maintain funds in the general checking account at its depository, or any qualified money market fund to cover approximately three months operating requirements. The remaining funds may be deposited into acceptable investments to meet the operating requirements of the Agency, as determined by the annual operating budget adopted by the Board
- 2. <u>Facilities Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 3. <u>Rate Stabilization Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to meet fund operating requirements. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 4. <u>Impact Fee Fund</u>. The Agency will provide funds in the general checking account at its depository, or any qualified money market fund to cover required transfers to the Debt Service Fund or direct payments for capital improvement projects (CIP). The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- 5. <u>Debt Service Fund</u>. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required debt service payments. <u>Reserve funds required by bond covenants may be deposited into acceptable investments that meet the requirements of this <u>Investment Policy with a maximum maturity limitation of 6 months</u>. The remaining funds may be deposited into acceptable investments that meet the requirements of this <u>Investment Policy</u>.</u>
- 6. <u>Capital Projects Fund</u>. The Agency will provide sufficient funds in the general checking account at its depository, or any qualified money market fund to cover required capital project expense payments. The remaining funds may be deposited into acceptable investments that meet the requirements of this Investment Policy.
- **B. Suitability**. The Agency's Investment Officers must understand the Agency's financial requirements. Appropriate investments will be made to meet the needs of the Agency.

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

### EXHIBIT C LIST OF AUTHORIZED BROKERS

ABC Bank Herring Bank

Allegiance Bank Hometown Bank, N.A.

Amegy Bank of Texas, N.A. Houston Community Bank N.A.

BB & TBranch Banking & Trust Company Icon Bank

Bank of America N.A. Independent Bank

Bank of New York- Mellon International Bank of Commerce

Bank of Texas N.A. Inter National Bank

BBVA Compass Bank JP Morgan Chase

Business Bank of Texas Legacy Texas Bank

Cadence Bank Lone Star Bank

Capital Bank of Texas Lone Star Investment Pool

Capital Markets Group Metro Bank, N.A.

Capital One Moody National Bank

Central Bank New First National Bank

Chasewood Bank North Star Bank of Texas

Citibank N.A. Omni Bank N.A.

Comerica Bank Pioneer Bank

Comerica Securities Plains Capital Bank

Commercial State Bank Plains State Bank

Community Bank of Texas Post Oak Bank

Community Trust Bank Preferred Bank

Coastal Securities Prosperity Bank

First Bank of Texas R Bank

First Citizens Bank Regions Bank

First Financial Bank, N.A. Southwest Securities

First National Bank of Texas Sovereign Bank

First State Bank of Central Texas Spirit of Texas Bank

First Texas Bank State Bank of Texas

Frost National Bank State Street Bank & Trust Co.

Green Bank Sterling Capital Management LLC

Stifel Nicholaus

Tex Star Investment Pool

Texan Bank

Texas Capital Bank N.A.

Texas Class

Texas Citizens Bank

Texas Exchange Bank

Texas First Bank

The Independent Bankers Bank

Texas Savings Bank

Texpool/Texpool Prime

The Bank of River Oaks

The Right Bank for Texas

Third Coast Bank

**Truist Bank** 

**Truist Financial Corporation** 

Trustmark National Bank

United Bank of el Paso Del Norte

United Texas Bank

Unity National Bank

U. S. Bank

Wells Fargo Bank, N.A.

Wells Fargo Brokerage Services, LLC

Wells Fargo Trust

Westbound Bank

West Star Bank

Whitney Bank

Woodforest National Bank

# ITEM B



# Statement of Qualifications EFFLUENT MANAGEMENT MASTER PLAN

# PRESENTED TO:

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

May 14<sup>th</sup>, 2021



CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT



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## Introduction

The West Travis County Public Utility Agency (WTCPUA) Effluent Management Master Plan provides an excellent opportunity for the team at Malone/Wheeler to showcase a number of competencies and passions it has related to the engineering work involved with this project, not to mention a long working history with and deep knowledge of the WTCPUA wastewater collection and treatment and effluent distribution planning and management. Our team are experts in feasibility analyses, wastewater master planning, capital plan development, permitting, and cost estimation, and have the complementary qualification of deep and unique knowledge of the WTCPUA existing infrastructure, ongoing projects, planning and development, CIP, management strategy, and operations. Technical expertise and comfort in the saddle at the head of similar efforts all contribute to supreme qualification and eager interest in playing a role in forward-thinking initiatives such as these.

## Approach and Deliverables

The Malone/Wheeler approach to project initiation begins with development of an execution plan that can be used to manage and navigate the process. It is always useful to identify the endpoint and deliverables so that those can be kept in sight regardless of where on the project delivery arc the team is at any point in time. The scope of this project has elements that can proceed concurrently as well as some that need to be informed by other components of the analysis, which affords flexibility in management to the successful endpoint. The following sections will describe more particularly how our team views the approach to each task as well as how each one fits in the overall project context.

The Malone/Wheeler team is well seasoned in all elements of this project, from fundamental understanding of the needs and goals of the project to execution of each step and how a well-informed and robust plan is built from the various pieces of the analysis. Utility service master planning, projection of demands, identification of needed capacity, development of capital plans to satisfy needs, understanding of infrastructure at the project detail level, and a background understanding of how the WTCPUA objectives are applied to effluent management are all tools Malone/Wheeler has at the ready and is comfortable and familiar working with.



## **Effluent Demand Projections**

The first step is an analysis of demands. A complex matrix of demands exist, including existing and planned future, potential developable demands, and those that serve as management strategies for effluent disposal. Complicating the data analysis is the fact that, due to the nature of the irrigation conducted by the contracted effluent management partners as also the sole outlet for effluent disposal, the historical data for irrigation under the TLAP is not an accurate model of true irrigation demands, but includes the influence of additional irrigation



at times when the cover crop does not necessarily require irrigation but it must be disposed of.

The WTCPUA effluent distribution system supplies existing uses with high seasonal variations, including primarily irrigation water. It is also planned to satisfy more seasonally stable demands, such as the source water for the proposed Beneficial Water Recycling (BWR) facility. The City of Bee Cave and the Lake Travis Youth Sports Association in exploring reclaimed irrigation sources for Bee Cave Central Park and the Field of Dreams, respectively. Irrigation and each planned or potential demand will be evaluated for base requirements as well as utility as a management tool via potential to accept effluent during periods of excess supply. Corridors of potential effluent service development will be identified and the possible demands within those corridors estiamted, such that delivery infrastructure planning may be adapted as demands may change. The goal, as it was with the development of the BWR plant concept, is to provide the WTCPUA increased flexibility and autonomy in managing effluent disposal within the context of its greater water resources management picture.

An efficient deliverable suitable to this task would be an exhibit (map or set of maps) that depict the elements of study. Demand projections are often presented in table format, which table could be incorporated into the exhibit as well as presented separately. A summary of methodology to establish the basis of the work and present a narrative of the process will be included in a final report, to which any map or exhibit would be appended. Following establishment of existing and projected demands, sources will be evaluated.



## Source Analysis

The WTCPUA reclaimed water system is a production, storage, diversion, and delivery system of combined effluent and raw water sources, the contributions of which vary seasonally. Both sources for the system will be analyzed as well as the requisite rights associated with them (i.e., LCRA Firm Water Contract). A complete reclaimed water system hydraulic model will be developed to inform all aspects of the analysis. Diversion and delivery infrastructure capacity will be modeled to determine and plan peak capacity. Existing and potential future storage facilities will also be modeled to balance the seasonal nature of the demand against minimum winter disposal requirements and examine the cost-benefit of expanding system storage capacity.

Since the WTCPUA is currently in development of Land Use Assumptions (LUA) and a Capital Improvements Program (CIP) as a part of its 2021 Impact Fee Study, current planning information will be available and closely coordinated to ensure all WTCPUA planning efforts are in sync.

## **Current Capacity Evaluation**

An evaluation of the current infrastructure capacity begins with a database of the system components and a pairing with relevant design parameters to generate maximum capacity of each individual element. From these systems of elements are aggregated to determining limiting features and investigate if the limitations can be alleviated cost efficiently with focused improvements. The Malone/Wheeler team has extensive experience in system capacity analyses in support of service extension requests, which follow this exact methodology, albeit with different desired outputs.



The existing and potential future reclaimed water service area will be analyzed as described above to accurately model existing infrastructure, capture opportunities to efficiently use relocation projects associated with roadway expansions, determine and rank developable service corridors for reclaimed use, align with water and wastewater CIP planning, identify desirable sites for win-win partnerships, maximize WTCPUA existing assets and resources, and conduct alternatives analysis on infrastructure planning efforts.



Land application areas are a part of this analysis and treated as a system component using appropriate design limitations. Existing infrastructure and logical corridors feed area analysis for potential expansion of land application options. Land features including slopes, proximity to waterways, vegetative cover, and drainage patterns establish potential water quality and environmental impacts. All options are investigated with openness to a variety of potential uses, which can reveal themselves through proximity, existing uses, or unique and/or particular features of an area. Identification of potential land application areas and other beneficial uses of tertiary wastewater effluent is a process the Malone/Wheeler team has performed repeatedly for private clients seeking to optimize land use as well as public utilities looking for robust and reliable systems for maintaining compliance.

The expected deliverable here is an infrastructure development plan which includes identification of specific improvements/projects or project groups as well as a timeline for implementation to meet the expected demands forecasted above.

## Final Report

The Malone/Wheeler approach to report deliverable production is to develop an outline for the deliverable product conceptually first and use that as a framework to identify and organize specific task work and build the end product. This organizational approach is fundamental to building any written product and as a standard method, Malone/Wheeler has found it to be consistently organized, efficient, and effective. The deliverable product will be an Effluent Management Master Plan document that includes a



report outlining the goals, approach, strategy, methodologies, analysis, results, and conclusions and recommendations, as well as supporting appendices that include maps, tables, and exhibits to provide the details identifying projects, costs, service area and proposed infrastructure plan, phasing, permitting, etc.



## **Timeline**

In order to advance the project effectively, identification of milestones to track progress and keep the deliverables on track is an important component of project management. Malone/Wheeler proposes in Table 1 below the conceptual schedule of internal and external milestones assuming a start in mid-June.

Milestone **Process Track** Date Report Outline Delivery Internal July 23<sup>rd</sup> **Draft Demand Schedules** External August 6th Initial Model Development August 20th Internal September 10th Draft infrastructure plan External **Draft Cost Estimates** Internal September 24th October 8th Finalize Infrastructure plan Internal October 22<sup>nd</sup> **Draft Report Delivery** External Final Report Delivery External November 5<sup>th</sup>

Table 1: Project Execution Milestones

## Work History

The main consulting team proposed for this project are from the experienced leadership team of Malone/Wheeler. President Jesse Malone, P.E. and Vice President Dennis Lozano, P.E. will provide the project direction and perform the meat of the analysis, with support from capable staff to assist in efficient project delivery. Resumes for Messrs. Malone and Lozano are included in the Appendix. Two example projects shed some light on the experience of the consultant team that will be brought to this project.

## Headwaters Utility Master Plan

The Utility Master Plan for Headwaters, developed by Mr. Malone, is a comprehensive plan to provide water and sewer service to the future residents and customers of the Headwater Municipal Utility District. The District itself is made up a just over 1,500 acres and at ultimate buildout is planned to have 1,000 residential homes and 300 Living Unit Equivalents of retail, office and multi-family uses. The project 3 lift stations, 10,000 LF of 8" forcemain, a 5-phase wastewater treatment plant with "no discharge" drip irrigation removal, over 50,000 LF of 16", 12" and 8" water lines. Master planning efforts for the project included evaluation of existing and estimation of future sewer and water system demand, preparation of engineering models for water and sewer improvements to provide service to future customers in the District, and preparation of cost estimates for future system expansion. A unique aspect of this project was the evaluation of the existing lift stations to identify piping, wet well and SCADA upgrades to optimize the use of the existing improvements and identify future improvements to provide service to future



demands of the District. The planning effort involved the preparation of water models, wastewater models, preliminary engineering designs and construction cost estimate preparation.

Engineering models for water distribution and sewer collection system were prepared by Mr. Malone. This involved evaluation of multiple scenarios for demand and service in order to better determine the possible water system and wastewater system im- provements in effort to identify the most cost-effective solutions for the system. Mr. Malone worked with the utility operator to collect usage data on the existing system. This data was incorporated into the system models and also used to develop recommendations for future system demands based on the usage of different customers. Cost estimates were also prepared by Mr. Malone utilizing Malone/Wheeler's internal database of recent public bids for utility improvements. Recommendations for master plan improvements were then made by Mr. Malone. This project is an ongoing project as the system is evaluating adding and additional 900 LUEs of residential homes 500 LUEs of commercial developed area. Mr. Malone is managing the design team to evaluate the previously prepared models and master engineering recommendations to accommodate these anticipated additional system needs.

## West Travis County Public Utility Agency Wastewater and Effluent System Engineering

Mr. Lozano served as the District Engineer for the WTCPUA from 2012 to 2021 and has been involved in if not directly responsible for all aspects of the engineering work and system history relevant to preparation of the proposed Effluent Management Master Plan. Mr. Lozano was involved in early efforts to mitigate the compliance issues

inherited from the previous system owner, including high-level planning and consulting as well as detailed design work. Mr. Lozano was responsible for investigating potential leaks in the Spillman Effluent Pond liner, conducting research, field visits, and coordinating water quality analyses to determine the source of the seepage. Mr. Lozano has always taken a hands-on approach to engineering work that has developed





a highly detailed knowledge of particulars, while being able to maintain big-picture perspective that informs policy and management decisions.

It was this hands-on approach that resulted in Mr. Lozano being the individual to identify catastrophic tears in the Spillman Effluent Storage Pond liner that led to an emergency rescheduling of the liner replacement project administrated by another consultant. The project had been placed on hold to maintain the capacity of the Spillman Pond online in case of a need to use it. The catastrophic tears in the liner rendered the pond useless for effluent storage and meant that the berms that form the pond could be undermined or compromised had the WTCPUA attempted to use the pond for storage as planned. Mr. Lozano's field visit and documentation of the issue prevented a potential disaster. The project was immediately reprioritized since the premise underlying the schedule (the ability to use the pond in the winter) was discovered by Mr. Lozano to be false.

Mr. Lozano personally developed the effluent management spreadsheet used in the weekly guidance to effluent irrigation partners regarding effluent management. He has worked with operations and management over the years to understand how it is used and optimize it to fit with their needs.

Mr. Lozano was the lead on development of formal impact fee studies for the West Travis County Public Utility Agency for all three studies conducted in its history: 2012, 2014, and 2018, including development of the framework as well as conceptualization and identification of wastewater CIP. The impact fee process includes nearly all the significant elements of the effort that is the subject of this RFQ and demonstrates a deep knowledge of WTCPUA infrastructure planning.

In addition to this brief history, which is the tip of the iceberg in terms of Mr. Lozano's institutional knowledge on the WTCPUA effluent management system, Mr. Lozano has a history of positive working relationships with individuals at every contact point of WTCPUA effluent management. From the District Engineer and his staff to other WTCPUA consultants, operations staff to golf course superintendents, regulators to stakeholders, Mr. Lozano is familiar and friendly with individuals across the spectrum of WTCPUA effluent engagement.



## **APPENDIX MATERIALS**







CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT

# **DENNIS LOZANO, P.E.** VICE PRESIDENT

## **Areas of Expertise**

- Facilities master planning
- Special districts engineering including creation, operations, and financing

## **Education**

Bachelor of Science, Biology Master of Science, Engineering University of Texas at Austin

## Registration

Texas No. 106147

## **Professional Memberships**

Water Environment Federation American Society of Civil Engineers American Waterworks Association Greater Austin Contractors & Engineers Association

## City of Residence

Austin, Texas

Mr. Lozano is a licensed Professional Engineer, and a graduate of the University of Texas at Austin. He brings over a decade of engineering expertise in facilities master planning, and special district engineering.

## **Professional Expertise**

- Permitting and approvals with jurisdictions including: TCEQ, City of Austin, City of Bee Cave, City of Dripping Springs, Hays & Travis Counties, LCRA, Emergency Services Districts, TxDOT, etc.
- Preparation and processing of TPDES and TLAP applications, including new permits, renewals, and minor and major amendments.
- Contested case hearing expert witness testimony and protestant settlement agreement negotiations for TPDES & TLAP approvals.
- Applicant representation at Public Meetings conducted by SOAH for TLAP applications.
- Firm water contract management including drought contingency and water conservation planning
- Planning and design of all aspects of municipal water and wastewater infrastructure including water and wastewater treatment plants, pump stations, lift stations, elevated and ground storage facilities, hydropneumatic systems, water distribution and wastewater collection lines, etc.
- Cost estimation, scheduling, value engineering, process optimization, evaluation, rehabilitation, expansion, and conversion of water and wastewater systems and components.
- Contract document preparation and contract administration

## **Water and Wastewater Experience**

2004 – Present: Responsible for engineering analysis, permitting, and design/specification of utility infrastructure facilities in the Central Texas area.

Areas of expertise include: process design and specification, Texas Land Application Permit and Texas Pollutant Discharge Elimination System application analysis, preparation, and approvals; Reclaimed Water Use (210) Authorizations; effluent management master planning and operations analysis; etc.

A brief list follows:

- West Travis County Public Utility Agency Lakepointe Wastewater Treatment Plant (WWTP)
- West Travis County Public Utility Agency Bohls WWTP
- West Travis County Public Utility Agency Uplands Water Treatment Plant (WTP)
- Reunion Ranch WWTP
- Travis County MUD No. 4 WTP
- Travis County MUD No. 4 South WTP
- Travis County MUD No. 4 WWTP
- Travis County MUD No. 4 South WWTP

- Falconhead West Lift Stations (5)
- Travis County WCID No. 20 WTP
- Wilbarger Creek MUD No. 2 WWTP
- Rocky Creek Utilities WWTP
- Vista MUD WTP
- Vista MUD WWTP
- Highlands of Salado WWTP
- Niederwald WWTP
- EB Windy Hill WWTP
- Senna Hills MUD WWTP
- Windermere WWTP







CIVIL ENGINEERING \* DEVELOPMENT CONSULTING \* PROJECT MANAGEMENT

# JESSE MALONE, P.E. PRESIDENT

## **Areas of Expertise**

- Civil site design for commercial, governmental and residential developments
- Sustainability engineering and science planning

# Number of Years with Firm

15

## **Education**

Bachelor of Science, Civil Engineering University of Colorado – Boulder

## Registration

Texas No. 108734

## **Professional Organizations**

Austin Contractor and Engineers

Association

American Society of Civil Engineers
Home Builders Association
Real Estate Council of Austin
Urban Land Institute

## **Professional Expertise**

Mr. Malone has produced civil engineering designs for a variety of projects in the public and private sectors. Projects which Mr. Malone has worked on include numerous projects ranging from large single- family subdivisions to complex site plans and roadway projects. Engineering design work performed by Mr. Malone on these projects has included:

- Preparation and analysis of water models for transmission and distribution networks,
- Water transmission and distribution pipe design,
- Wastewater force main design,
- Lift station design and gravity wastewater/interceptor design,
- Low pressure sewer modeling and design,
- Storm sewer, channel and drainage network modeling and design,
- Detention modeling and design,
- Design of temporary and permanent water quality best management practices,
- Roadway design,
- City of Austin Permitting; FEMA floodplain permitting,
- Preparation of technical reports,
- Cost estimating,
- Project schedule development

Work Experience in both public and private sector development and improvement project has allowed Mr. Malone to excel at recognizing project challenges early and quickly taking steps to ensure that a project is completed on time and on budget.

have Project Management services provided by Mr. Malone included preparation of contract Bid Documents; Bidding support and evaluation; review of contractor pay applications; issuance of change orders; review of contractor submittal; site inspections; preparation of field change documents; development of project baseline schedules; project management and coordination with the contractor, owner and other design consultants; permitting; master planning; and project presentation to P&Z and City Council.

# ITEM C



## Murfee Engineering Company

August 26, 2021

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

Re:

Sawyer Ranch 1340 Conversion Water Main CIP Project

Bid Tabulation and Recommendation of Award

MEC File No. 11051-134

## President Roberts and Board:

Bids for the above-referenced project were opened at 11:00 a.m. on August 19, 2021 at the office of Murfee Engineering Company in accordance with the Notice to Bidders and applicable provisions of the Texas Water Code and Local Government Code. Two (2) bids were submitted, summarized as follows and detailed in the attached bid tabulation:

<u>Bidder</u>	<u>Base Bid</u>
Qro Mex Construction Company, Inc.	\$1,277,720.50
M&C Fonseca Construction Company, Inc.	\$1,296,766.00

We have reviewed the pricing submitted by each bidder, along with their bid security and qualifications, to determine which bid will likely result in the best and most economical completion of the Project. In consideration of the best interests of the PUA, and based on the demonstrated experience, and reference checks, we recommend that this contract be awarded to the low bidder, Qro Mex Construction, in the total base bid amount. Please call if you have any questions or need any additional information.

Sincerely,

Stephen Jones, P.E.

Attachment: Bid Tabulation

Affidavit of Publication

W:\WTCPUA\Facilities\Water\1340 Conv (SR)\Bid\RoA-SR 1340 Conv WM-WTCPUA-210826.doc

cc: Jennifer Riechers – WTCPUA George Murfee, P.E. – MEC

<u>iriechers@wtcpua.org</u> <u>gmurfee@murfee.com</u>

## Bid Tabulation - August 19, 2021

## Construction of Sawyer Ranch 1340 Conversion Water Main for West Travis County PUA

MEC Project No. 11051-134

				Qro Mex Con	struction Co.	M&C Fonseca	Construction
Item		Contract		Unit	Total	Unit	Total
No.	Description of Item	Quantity	Unit	Price	Amount	Price	Amount
EROSIC	ON & SEDIMENTATION CONTROL ITEMS						
1.	Silt Fence	2,400	LF	4.00	9,600.00	5.00	12,000.00
2.	Rock Berm	100	LF	54.00	5,400.00	55.00	5,500.00
3.	Stabilized Construction Entrance	2	Each	1,800.00	3,600.00	1,250.00	2,500.00
4.	LOC Restoration / Hydromulch Seeding	21,200	SY	0.80	16,960.00	1.00	21,200.00
5.	Soil Retention Blanket (TRM)	200	SY	16.00	3,200.00	9.00	1,800.00
6.	SWPPP Compliance	1	LS	12,000.00	12,000.00	10,000.00	10,000.00
	EROSION & SEDIMENTATION CON	TROL ITEMS S	UBTOTAL		50,760.00		53,000.00
WATER	RITEMS						
7.	8" Ductile Iron Water Main (Unrestrained)	5,660	LF	82.00	464,120.00	85.00	481,100.00
8.	8" Ductile Iron Water Main (Restrained Joint)	513	LF	98.00	50,274.00	90.00	46,170.00
9.	16" Steel Encasement Pipe Installed by Boring	1,174	LF	340.00	399,160.00	425.00	498,950.00
10.	Fire Hydrant Assembly	2	Each	6,900.00	13,800.00	6,250.00	12,500.00
11.	AVV/ARV Assembly & Vault	2	Each	4,600.00	9,200.00	4,500.00	9,000.00
12.	PRV Assembly & Vault	1	Each	12,300.00	12,300.00	25,000.00	25,000.00
13.	20" x 8" Tapping Sleeve & Valve	1	Each	28,000.00	28,000.00	16,500.00	16,500.00
14.	8" Gate Valve & Box	9	Each	2,800.00	25,200.00	2,700.00	24,300.00
15.	1"/2" Service Tap/Lead; Disconnect Lead from	8	Each	1,900.00	15,200.00	4,000.00	32,000.00
	Existing Water Main and Connect to Proposed 8"			,	,	,	,
16.	Remove Existing Fire Hydrant Assembly; Plug and Abandon Existing 6" Lead	2	Each	600.00	1,200.00	1,800.00	3,600.00
17.	Wet Connection Cut Into Existing 6" Water Main	2	Each	4,200.00	8,400.00	2,200.00	4,400.00
	and Connect to Proposed 8" Water Main (8" x 6"						
	Tee); Plug and Abandon in Place Remaining Existing						
	Water Main						
18.	Wet Connection Cut-In 45° Bend(s) on Existing	2	Each	4,800.00	9,600.00	2,200.00	4,400.00
10.	Water Main; Plug and Abandon in Place Existing	_	Lucii	1,000.00	3,000.00	2,200.00	1, 100.00
	Water Main						
19.	Wet Connection Remove Existing Plug and Connect	1	Each	3,800.00	3,800.00	2,200.00	2,200.00
15.	to Existing 6" Water Main (White Wash Way)	1	Eacii	3,800.00	3,800.00	2,200.00	2,200.00
20		6 472		2.50	15 422 50	1.00	C 172 00
20.	Disinfection and Testing	6,173	LF	2.50	15,432.50	1.00	6,173.00
21.	Trench Safety	6,173 ATER ITEMS S	LF	3.00	18,519.00	1.00	6,173.00
	VV	ATER ITEIVIS 3	OBIOTAL		1,074,205.50		1,172,466.00
MISCE	LLANEOUS ITEMS						
22.	Bonds & Insurance	1	LS	80,000.00	80,000.00	25,000.00	25,000.00
23.	Construction Permitting	1	LS	10,000.00	10,000.00	3,500.00	3,500.00
24.	Project Installation Plan & Schedule	1	LS	6,700.00	6,700.00	1,000.00	1,000.00
25.	Orange Construction Fence	500	LF	4.00	2,000.00	5.00	2,500.00
26.	Temporary Chain Link Fence	500	LF	8.00	4,000.00	25.00	12,500.00
27.	Coordination with Property Owners for Service Meter Connections	1	LS	7,800.00	7,800.00	800.00	800.00
28.	Coordination with Power Company	1	LS	2,000.00	2,000.00	1,000.00	1,000.00
29.	Coordination with WTCPUA Staff	1	LS	6,700.00	6,700.00	1,000.00	1,000.00
30.	Traffic Control	1	LS	25,555.00	25,555.00	21,000.00	21,000.00
31.	Temporary Drainage Control	1	LS	8,000.00	8,000.00	3,000.00	3,000.00
		OUS ITEMS S	UBTOTAL	,	152,755.00	,	71,300.00
		CONTRA	CT TOTAL		1,277,720.50		1,296,766.00
	NATE ITEMS  Tomporary Irrigation System	4	1.5	10 000 00	10 000 00	6 000 00	6 000 00
1.	Temporary Irrigation System	1	LS	10,000.00	10,000.00	6,000.00	6,000.00

# Austin American-Statesman statesman.com

PROOF OF **PUBLICATION** STATE OF TEXAS

## PUBLIC NOTICE

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Cornal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MURFEE ENGINEERING CO INC, first date of publication 08/05/2021, last date of publication 08/12/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

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

Invoice/Order Number:

0000652681

Ad Cost:

\$654.06

Paid:

\$0.00

Balance Due:

\$654.06

Junes Michy

(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 16th day of August, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed

Please see Ad on following page(s).

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

Invoice/Order Number:

0000652681

Ad Cost:

Paid:

\$654.06 \$0.00

Balance Due:

\$654.06

### **Notice to Bidders**

Sealed bids addressed to West Travis County Public Utility Agency will be received at the office of Murfee Engineering Company, Inc., 1101 S. Capital of Texas Hwy. Bidg. D. Austin, Texas 78746, until 11:00 a.m. local time on Thursday, August 19, 2021, and then publicly opened and read aloud for furnishing all plant, labor, material, and equipment, and performing all work required for the CONSTRUCTION OF SAWYER RANCH 1340 CONVERSION WATER MAIN FOR WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. Bidding documents may be viewed and downloaded free of charge (with the option to purchase hard copies) at the CivCastUSA Website (www.CivCastUSA.com).

com).

Prospective Bidders should read and understand all terms and conditions contained in the Contract Documents before submitting a Bid. Bids must be accompanied by a bid bond made payable to Owner drawn for at least five percent (5%) of the total amount bid. Owner reserves the right to reject any or all Bids and to waive any informalities and irregularities in Bids received. 8/5, 8/12/21 0000652681-01

0000652681-01



## Murfee Engineering Company

September 16th, 2021

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

Re:

WTCPUA Permanganate Chemical Feed Relocation Bid Tabulation and Recommendation of Award

President Roberts and Board of Directors:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on August 24th, 2021 at the offices of Murfee Engineering Company, Inc. The total amount base bids are summarized below. A detailed bid tabulation is attached.

Company	Base Bid
G Creek Construction	\$779,515.80

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

We have reviewed the bid packages for conformance with the Contract Documents and recommend award of the contract to the low bidder G Creek, Inc. for the total base bid amount of \$779,515.80. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Attachments: Bid Tabulation

Affidavit of Publication

CC:

MEC File No. 11051-130

George Murfee, P.E. - MEC

Owner: West Travis County Public Utility Agency

13215 Bee Cave Parkway Building B, Suite 110 Bee Cave, Texas 78738

Engineer:

Murfee Engineering Company, Inc. 1.101 Capital of Texas Hwy., South, Building D Austin, Texas 78746 Texas Registered Firm No. F-353

## **BID TABULATION**

Project: Permanganate Chemical Feed Relocation

Project Man Jason Baze, P.E. Project Nurr 11051-130

**Bid Opening** 

Date: 8/24/2021 Time 2:00 p.m.:

Location: Murfee Engineering Company

					G Creek	Cons	truction
				匚			(IH 35
Item No.	Quantity	Units	Description	╄	Austin	, TX	
ES-1	356	SY	LOC Restoration	+-	Unit Price	╙	Total Price
ES+2	215	LE	Sit Fence	\$	25,00	5	8,900.00
W-1	2	EA	Chemical Pump Skid	Ş	8.00	5	2,720.00
W-2	1	EA	Day Tank	15	47,500,00	\$	95,000.00
W-3	1	LS	Chemical Feed Building Piping and Valves	5	23,125,00	<del>-</del>	23,125,00
W-4	110	LF	1" Carrier Water Yard Piping	5	26,250.00	5	26,250 00
W-5	270	LF	3/4" Chemical Mix Double Walled Yard Piping	\$	90,91	5	10 000 10
W-6	125	LF	3/4" Chemical Mix Double Walled Piping Inside Intake Buildings	5	81.02	5	21.875 40
W-7	190	LF	3/4" Chemical Mix Double Walled Piping Inside Wet Wells	S	180.00	\$	22,500.00
W-B	2	EA	Manual Leak Delection Point	\$	543.62	_	103,287.80
W-9	2	EA	Chemical Feed Nozzle	\$	1,250.00	<u> </u>	2,500.00
W-10	1	LS	Catrier Water Tap	\$	6,250,00	S	12,500.00
W-11	1	EA		5	9,375.00	5	9,375.00
W-12	1 1		Bottled Eye Wash Station	15	1,250.00	\$	1,250.00
W-13	1		Guardian Safety Station w/Eye Wash	\$	2,500,00	5	2,500.00
W-14	- 1	LS LS	Chemical Feed Building Secondary Containment	5	6,250.00	5	6,250.00
W-15	1		FRP Walking Grate	\$	1,875 00	5	1.875.00
W-16		15	Chemical Feed Building Double Door	5	6,250.00	\$	6,250,00
	_ 1	ţs	Removing Existing Louver	5	1,875.00	Ś	1,875.00
W-17	1	LS	Outdoor Secondary Containment	S	45,000.00	5	45,000.00
W-18	1	LS	Dutdoor Secondary Containment Covering	s	2D,625 00	_	20,625.00
W-19	615	SF .	Painting Outdoor Secondary Containment Covering and Existing Building Touch up Paint	Ś	33.00	S	20,295.00
W-20	1	1.5	Chain Link Fence Relocation	s		5	2,500.00
W-21	11	15	10' Chain Link Cantilevered Slide Gate	5	7,500.00	Š	7,500,00
W-22	28	SY	Re-grading in front of Outdoor Secondary Containment	\$	31Z.5D	S	8,750.00
W-23	8.5	SY	Driveway Repair	Ś		5	5,312.50
E-1	11	15	Electrical work	5		5	312,500.00
			Total Amount Base Bid		224,700,00	\$	779,515.80



# Austin American-Statesman statesman.com

# PROOF OF PUBLICATION

STATE OF TEXAS

## **PUBLIC NOTICE**

Before the undersigned authority personally appeared James Mickler, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis, and Williamson Counties, and State of Texas, and that the attached advertisement was published in said newspaper, to wit: MURFEE ENGINEERING CO INC, first date of publication 08/03/2021, last date of publication 08/10/2021, published 2 time(s), and that the attached is a true copy of said advertisement.

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

Invoice/Order Number:	0000653034

Ad Cost: \$1,486.50

Paid: \$0.00

Balance Due: \$1,486.50

Signed Junes Mich	il a second
/	(Legal Advertising Agent)
Sworn or affirmed to, and subscribed before mand and affixed my official seal, the day and y	e, this 11th day of August. 2021 in Testimony whereof, I have hereunto set my rear aforesaid.
Signed	(Notary)
Please see Ad on following page(s).	JALEN CAIN ROCHA Notary ID #132971284

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

> Invoice/Order Number: 0000653034

> > Ad Cost: \$1,486.50 Paid: \$0.00

Balance Due: \$1,486.50

Sealed Bids addressed to the West Travis County Public Utility Agency (Owner), Bee Cave, Texas, 78738 for the construction of the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY PERMANGANATE CHEMICAL FEED RELOGATION will be received at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Bullding D, Austin, Texas 78746 until 2:00 PM on August 24th 2021, then publicly opened and read aloud. The work generally consists of the installation of chemical storage and pumping equipment, site work, and all associated appurtenances.

Bid documents for this project may be obtained at the offices of the Engineer, Murfee Engineer, Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. A non-refundable fee of \$150.00 will be charged for each set of bid documents.

Bid documents for this project may be viewed and downloaded free of charge at the CivCastUSA website (civcastusa.com).

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

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

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

Contract Time is of the essence and all Work shall be substantially completed within 154 calendar days after the Notice to Proceed. Liquidated damages are \$500 per calendar day.

A NON-MANDATORY PRE-BID CON-FERENCE for this project will be held at 10:00 am on August 17th 2021 at the offices of Murfee Engineering Compa-ny Inc., 1101 Capital of Texas Highway South, Building D Austin, Texas 78746. The Pre-Bid Conference will include a discussion of qualification require-ments included in the Qualifications Questioner in the Contract Documents as well as an optional site visit after the meeting. The Questionnaire must be completed and returned to the of-fice of the Engineer by the bid date to-gether with the Bid Package.

0000653034-01

Page 2 of 2



## Murfee Engineering Company

September 1, 2021

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

Re:

WTCPUA Hamilton Pool Road Ground Storage Tank No. 2

Bid Tabulation and Recommendation of Award

President Roberts and Board of Directors:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on September 1<sup>st</sup> 2021 at the offices of Murfee Engineering Company, Inc. The total amount base bids are summarized below. A detailed bid tabulation is attached.

Company	Base Bid
DN Tanks, LLC	\$1,642,107.00
Preload, LLC	\$1,619,160.00*

\*Indicates Bid Form Correction

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

We have reviewed the bid packages for conformance with the Contract Documents and recommend award of the contract to the low bidder Preoad, LLC. for the total base bid amount of \$1,619,160.00. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,

Jason Baze, P.E.

Attachments: Bid Tabulation

Affidavit of Publication

CC: George Murfee, P.E. – MEC

MEC File No. 11051-136

Owner:

WTCPUA

13215 Bee Cave Pkwy, Bldg B, Ste 110 Bee Cave, TX 78738

Engineer:

Murfee Engineering Company, Inc. 1101 Capital of Texas Hwy., South, Building D

Preload

Austin, Texas 78746

**DN Tanks** 

Texas Registered Firm No. F-353

## **BID TABULATION**

Project:

WTCPUA Hamilton Pool Road GST No. 2

Project Manager: Jason Baze, P.E.

Project Number: 11051.136

**Bid Opening** 

Date: Time

9/1/2021 2:00 p.m.

Location:

Murfee Engineering Company

JASON WAYNE BAZE

			9-1-2021		410 E T	nnit	y Blvd	2613 Ind	lust	rial Ln
			1,204		Grand Pra	rie,	TX 75056	Garland,	TX	75041
Item No.	Quantity	Units	Description	П	Unit Price		Total Price	Unit Price		Total Price
E-1	4,022	SY	LOC Restoration	\$	26.00	\$	104,572.00	\$ 11.00	\$	44,242.00
E-2	1,480	LF	Silt Fence	\$	6.00	\$	8,880.00	\$ 10.00	\$	14,800.00
E-3	. 2	EA	Stabilized Construction Entrance	\$	6,990.00	\$	13,980.00	\$ 3,100.00	\$	6,200.00
W-1	1	LS	500,000 gal Pre-Stressed Concrete GST	\$	1,048,000.00	\$	1,048,000.00	\$ 1,189,629.00	\$	1,189,629.00
W-2	311	LF	16" Water Line	5	405.00	\$	125,955.00	\$ 225.00	\$	69,975.00
W-3	11	ĻF	12" Water Line	\$	1,530.00	\$	16,830.00	\$ 2,100.00	5	23,100.00
W-4	1	LS	16" Tie-In Infrastructure	\$	19,600.00	\$	19,600.00	\$ 23,000.00	\$	23,000.00
W- 5	1	ĒΑ	In-Tank Hydrodynamic Mixer	\$	151,500.00	\$	151,500.00	\$ 114,600.00	\$	114,600.00
W-6	300	SY	Asphalt Cut and Repair	\$	98.00	\$	29,400.00	\$ 96.00	\$	28,800.00
EL-1	1	LS	Electrical	\$	61,000.00	\$	61,000.00	\$ 40,300.00	\$	40,300.00
TS-1	354	LF	Trench Safety	\$	35.00	\$	12,390.00	\$ 41.00	\$	14,514.00
A-1	1	LF	Allowance	\$	50,000.00	\$	50,000.00	\$ 50,000.00	\$	50,000.00
			Total Amount Base Bi	d)		Ş	1,642,107.00		\$	1,619,160.00

Italicized numbers indicate a correction in the bid form

# Austin American-Statesman statesman.com

PROOF OF **PUBLICATION** STATE OF TEXAS

## PUBLIC NOTICE

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> MURFEE ENGINEERING CO INC 1101 S CAP OF TX HWY **BLDG D 110**

> AUSTIN, TX 78746

Invoice/Order Number:

0000653411

Ad Cost:

\$1,664.88

Paid:

\$0.00

Balance Due:

\$1,664.88

Signed	Junes Michily		
	/	(Legal Advertising Agent)	

Sworn or affirmed to, and subscribed before me, this 12th day of August, 2021 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

la Charl (Notary)

Please see Ad on following page(s).

Signed

MUREEE ENGINEERING CO INC. 1101 S CAP OF TX HWY **BLDG D 110** AUSTIN, TX 78746

Invoice/Order Number:

0000653411

Ad Cost:

\$1,664,88

Paid

\$0.00

Balance Due:

\$1,664.88

#### ADVERTISEMENT TO BIDDERS

Sealed Bids addressed to the West Travis County Public Utility Agency (Owner), Bee Cave, Texas, 78738 for the construction of the WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY HAMILTON POOL ROAD GROUND STORAGE TANK #2 will be received at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746 until 2:00 PM on August 25th, 2021 then publicly opened and read aloud. The work generally consists of construction of an above ground Type III Pre-stressed Concrete Water Tank, approximately 311 linear feet of 12" DIP water line, Gate Valves, Electrical Controls and Programming, and associated appurtenangramming, and associated appurtenances.

Bid documents for this project may be obtained at the offices of the Engineer, Murfee Engineer, Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D. Austin, Texas 78746. A ron-refundable fee of \$150.00 will be charged for each set of bid documents.

Bid documents may be viewed at the offices of Murfee Engineering by contacting Jason Baze, P.E. at 512-327-9204.

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

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

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

Contract Time is of the essence and all Work shall be substantially completed within 210 calendar days after the Notice to Proceed. Liquidated damages are \$500 per calendar day.

are \$500 per calendar day.

A NON-MANDATORY PRE-BID CONFERENCE for this project will be held at 
10:00 am on August 18th, 2021 at the 
offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway 
South, Building D, Austin, Texas 78746. 
The Non-Mandatory Pre-Bid Conference will include a discussion of qualification requirements included in the 
Qualifications Questioner in the Contract Documents. Questionnaire must 
be completed and returned to the office of the Engineer by August 25th, 
2021 together with the Bid Package, A 
site visit will be performed later in the 
day after the pre-bid conference if requested.

8/4, 8/11/21 8/4, 8/11/21

0000653411-01

# ITEM D



## Murfee Engineering Company

September 10, 2021

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

Re:

**WTCPUA Bohls Wastewater Treatment Plant Expansion Project** 

Request for Adjustment to Project Budget

MEC File: 11051.111

### President Roberts and Board:

The purpose of this letter is to provide background and justification for our request for your consideration of an adjustment to the engineering fees for the above-referenced project in the amount of \$523,000, which will be not to exceed for all efforts required to complete administration of the construction contract for the Bohls Wastewater Treatment Plant (WWTP) Expansion Project.

The scope of work for the Bohls WWTP Expansion project has changed since the proposal presented in September of 2020. These changes include the addition of a second 0.5 MGD treatment train, a storage building, and scope associated with the additional filters and blowers required for the treatment process; all of these changes will require increased electrical and structural involvement in design and construction administration. The addition of the storage building will require an amendment to the site permit. These added costs are included in the adjusted fee. The second 0.5 MGD treatment train is being added to the scope per the direction received from the Board during the August 19<sup>th</sup>, 2021, meeting.

The project is now progressing steadily and we anticipate that the proposed additional budget will be sufficient to provide for adequate construction administration and testing.

Table 1 provides a summary of the changes.

Table 1: Cost Summary

Description	Date	Amount
Original budget (Design, Permitting & CA)	May 2017	\$481,000
Approved amendment 1	September 2020	\$196,000
Proposed amendment 2 for added 0.5 MGD train and storage building	September 2021	\$523.000
	TOTAL ENGINEERING FEES	\$1,200,000
	CONSTRUCTTION COST	\$8,360,000
	ENGINEERING PERCENTAGE	14.4%

The project is currently within budget and no exceedance has been made to date.

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

Sincerely,

George Murfee, P.E.

CC: Jennifer Riechers, General Manger – WTCPUA

Eric Morgan, Operations Manager – WTCPUA

## ITEM E

## An Agreement for the Provision of Limited Professional Services

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

Date: September 9, 2021

WTC Public Utility Agency
13215 Bee Cave Pkwy
Building B, Suite 110
Bee Cave, Texas 78738
generalmanager@wtcpua.org

Project No.: MEC#

Project Name/Location: Uplands Water Treatment Plant Expansion Site Permit Modification

Scope/Intent and Extent of Services: Obtain the necessary site permit amendment for the construction of a 5 million gallon per day (MGD) expansion of the Uplands Water Treatment Plant located at 12215 Bee Cave Road. This expansion will be design to fit within the current site limits of the existing property. The site plan will be based on the proposed system recommended in the 2021 Uplands Water Treatment Plant Expansion Preliminary Engineering Report.

**Fee Arrangement:** Engineering services are proposed on a time and materials basis, per the attached Rate Schedule, with estimated amounts as follows:

Site Plan Preparation	\$145,000
Permit Application and	\$65,000
Jurisdictional Coordination	
Total	\$210,000

Terms and Conditions: The attached Terms and Conditions are a part of this Agreement.

Special Conditions: MEC has attempted to be as thorough as possible in the preparation of this proposal; however, there may be unforeseen items not included in the above-described work which will need to be addressed. If necessary, MEC will perform such additional items (as authorized) on an hourly basis in conformance with the approved Rate Schedule. Some additional services which are beyond the scope of this proposal and would be performed by others include environmental studies, construction materials testing, and protective coatings inspections.

Offered by:	Accepted by:	
MURFEE ENGINEERING CO., INC.		
11-my 9-10-21		
George Murfee, P.E., President (Date)	(Signature)	(Date)

## HOURLY RATE SCHEDULE

## Effective October 1st, 2016

Employee Classification	Hourly Rate
Principal	\$300
Managing Engineer	\$250
Senior Project Manager	\$200
Project Manager	\$175
Senior Project Engineer	\$160
Project Engineer	\$145
Project Administration Manager	\$160
Project Administration Associate	\$80
Engineering Technician II	\$115
Engineering Technician I	\$95
Senior CAD Design Technician	\$165
CAD Design Technician	\$110
Draftsperson	\$95
Financial Services	\$90
Executive Assistant	\$75
Technical Administrative Assistant	\$85
Administrative Assistant	\$65
Reimbursable Expenses	Cost + 15%

### TERMS AND CONDITIONS

Murfee 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 be 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.

# ITEM G

## WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY



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

wtcpua.org

September 16, 2021

Mr. Paul Norton, Superintendent Lake Travis Independent School District 3322 Ranch Road 620 South Austin, TX 78738

Re: Reservation of Service Capacity and Acquisition of Easement Rights

Dear Mr. Norton:

The West Travis County Public Utility Agency (WTCPUA) has received your letter dated July 8, 2021 requesting a commitment of 11 LUEs of retail water service on the Highway 71/Hamilton Pool Road water system to Lake Travis Independent School District (LTISD) in exchange for an easement to by granted by LTISD to the WTCPUA for planned facilities on Hamilton Pool Road. This letter (Letter Agreement) commits the allocation of 11 LUEs of retail water service shall be used for a school site and related facilities (Proposed Project) and is approved subject to the LTISD complying with the Conditions below:

### **CONDITIONS**

- 1. LTISD enters into a Non-Standard Water Service Agreement with the WTCPUA for eleven (11) LUEs of water service within five (5) years of the date of the letter.
- 2. LTISD shall construct, at LTISD's sole cost and expense, all facilities relating to the Proposed Development, including LTISD Facilities, in compliance with the WTCPUA Rules and Policies. LTISD shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including LTISD 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 LTISD Facilities shall be subject to all WTCPUA Rules and Policies.
- 3. Prior to release of plans for construction, LTISD shall pay all required engineering review fees, legal fees, and inspection fees relating to all tasks required by the WTCPUA to provide service to the Proposed Development.
- 4. The PUA inspects and accepts the facilities per the approved construction plans and specifications.

- 5. LTISD, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
- 6. Prior to release of water meters for the Proposed Development, LTISD shall submit close out documents including a final plat and executed easements in a form and manner acceptable for WTCPUA recording per the attached WTCPUA close out check list, an executed Conveyance Agreement in a form and manner acceptable to the WTCPUA and pay all applicable fees due including engineering review fees and legal fees.
- 7. LTISD and/or Retail Customers shall pay all fees for each new service connection in the Proposed Development, including but not limited to tap fees and meter drop-in fees.
- 8. LTISD shall pay the WTCPUA annual Water Reservation Fees as applicable per WTCPUA Tariff and policies commencing six (6) months from the date of this letter. Reservation fees shall be paid for all LUEs committed pursuant to this Letter Agreement for every year for which the LUES are reserved on each anniversary of the date of this Letter Agreement. Failure to pay reservation fees shall be considered a default of this Letter Agreement, at which time the WTCPUA may terminate the reservation of any unused capacity.
- 9. LTISD 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. LTISD 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.
- 11. LTISD agrees to grant the WTCPUA a 15-foot wide waterline easement across LTISD property (Easement), as generally described in the attached field notes and survey plat provided as **Exhibit A**, in exchange for the capacity commitment detailed in this Letter Agreement.

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

Mr. Paul Norton Page 3 September 16, 2021

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

Sincerely,

Jennifer Riechers General Manager

Cc: Reuben Ramirez
Tricia Altamirano
Jennifer Smith
Keli Kirkley
Jennifer Riechers

Stefanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.

## ITEM H

#### Special Note Regarding 2022 Plan Assessments

TCDRS' long-term outlook anticipates that rates and returns will remain below historical norms. The forecasts show decreased returns across all asset classes. Soundness requires synchronizing assumptions with expectations. Thus, the TCDRS board reduced the investment return assumption to 7.5%. A reduction in the assumption was consistent with the recommendation of Milliman, our consulting actuaries. The investment return assumption is important as it determines how much benefit funding is expected to come from investments versus employer contributions. In addition, the inflation assumption has also been decreased to 2.5% which impacts wage growth and payroll growth.

These assumptions are reflected in this valuation and most employers will see increases in their required contribution rates for 2022. Supporting employers through this transition is TCDRS' most important investment. The board has used a portion of system reserves and re-amortized liabilities to help mitigate the increases. In addition, one of TCDRS' strengths is that employers have the ability to annually adjust benefits based on local needs and budgets. If employers need to reduce costs, TCDRS staff is available to help you understand your options.



# Plan Assessment for Plan Year 2022 West Travis County Public Utility Agency – 358 Participation Date – 10/1/2016

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you provide as well as how much it will cost to provide these benefits in the upcoming plan year.

2022	ran

Basic Plan Options	
Employee Deposit Rate	7%
Employer Matching	225%
Prior Service Credit	0%
Retirement Eligibility	
Age 60 (Vesting)	5 years of service
Rule of	75 years total age + service
At Any Age	30 years of service
Optional Benefits	
Partial Lump Sum	No
Group Term Life	None
Retirement Plan Funding	
Total Normal Cost Rate	19.67%
Employee Deposit Rate	<u>-7.00%</u>
Employer-Paid Normal Cost Rate	12.67%
UAAL / (OAAL) Rate	<u>0.52%</u>
Required Rate	13.19%
Elected Rate	9.24%
Total Contribution Rate	
Retirement Plan Rate	13.19%
(greater of required and elected rate)	
Group Term Life Rate	<u>N/A</u>
Total Contribution Rate	13.19%
Valuation Results (Dec. 31, 2020)	
Actuarial Accrued Liability	\$1,805,968
Actuarial Value of Assets	<u>\$1,725,985</u>
Unfunded / (Overfunded) AAL	\$79,983
Funded Ratio	95.6%

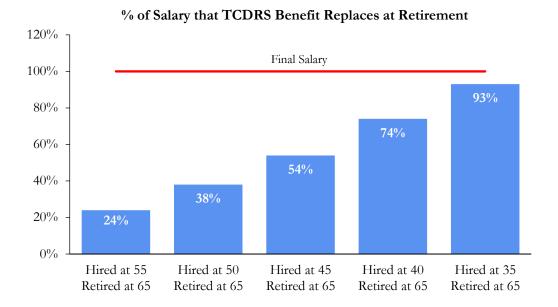
#### Notes:

Basic Plan Options

No COLAs have been adopted.

#### **What You Are Providing**

The TCDRS benefit is based on employee deposits, which earn 7% compound interest each year, and employer matching at retirement. The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:

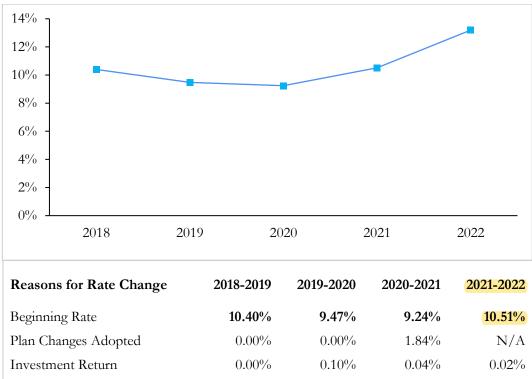


#### Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through an employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at <u>TCDRS.org/Employer</u>).
- Based on Single Life benefit.

#### **Reasons for Rate Change**

Below is a record of your required rate history for your retirement plan over the last five years.



Beginning Rate	10.40%	9.47%	9.24%	10.51%
Plan Changes Adopted	0.00%	0.00%	1.84%	N/A
Investment Return	0.00%	0.10%	0.04%	0.02%
Elected Rate/Lump Sum	0.00%	0.00%	0.00%	0.00%
Demographic/Other Changes	-0.91%	-0.33%	-0.61%	0.22%
Assumptions/Methods(1)	<u>-0.02%</u>	0.00%	0.00%	2.44%
Ending Rate	9.47%	9.24%	10.51%	13.19%
Valuation Year	2017	2018	2019	2020
Funded Ratio	95.4%	101.4%	104.5%	95.6%

<sup>1. 2021-2022:</sup> Includes reductions to the investment return and inflation assumptions, and method adjustments designed to mitigate the impact of the reductions.

A complete Summary Valuation Report for the Dec. 31, 2020 valuation will be available mid-May at TCDRS.org/Employer.

#### **Next Steps**

If you are interested in making plan changes, please contact your Employer Services Representative at 800-651-3848. Your benefit selections are due by Dec. 15, 2021.

## VII. STAFF REPORTS

## ITEM A



## **General Manager's Report**

**September 16, 2021** 

#### **Personnel Updates**

Hired new Meter Technician and 2 new Line Maintenance Technicians. Two new vacancies in the Electro Mechanical Department.

#### **Significant Meeting Updates**

8/25/21 Meeting with representatives from Ledgestone Commercial regarding proposed development.

9/9/21 TAWWA Senate Bill 3 Webinar

9/9/21 Bid Opening for Chemical, Sludge Hauling and Landscape Maintenance

9/9/21 Meeting with Falconhead Golf representatives related to new billing rate agreement to become effective 1/1/22.

#### **Updates**

Early September usage has increased throughout the PUA system causing significant strains on the system. Operations staff is struggling to refill tanks before the next irrigation demand hits. This is not a capacity issue but a peak demand problem. Staff continues to evaluate the situation and communicate with affected customers as necessary.

#### **Late Fees/Disconnects**

110 delinquent notices were mailed to Hwy. 71 customers on 8/23/21 with a disconnection date of 9/13/21.

129 delinquent notices were mailed to Hwy. 290 customers on 8/5/21 with a disconnection date of 8/25/21. 8 accounts were disconnected due to non-payment.

#### **Executed Utility Conveyance Agreements**

Ledgestone Jiffy Lube

Longleaf Bee Cave

## ITEM B



Fund: 10 - General Fund

West Travis County Public Utility Agency

	CL	CURRENT MONTH			YEAR TO DATE	≣		ANNUAL BUDGET			
	ACTUAL	BUDGETED	VARIANCE	ACTUAL	BUDGETED	VARIANCE	%	TOTAL	REMAINING	%	
REVENUE SUMMARY											
Water Revenue	2,328,519	2,724,958	(396,439)	18,364,514	17,565,199	799,315	92	20,019,000	1,654,486	8	
Wastewater Revenue	436,004	387,215	48,789	4,060,310	3,894,993	165,317	94	4,316,000	255,690	6	
SER Project Revenue	88,457	126,917	(38,460)	1,490,196	1,396,083	94,113	98	1,523,000	32,804	2	
Other Income	2,821	3,750	(929)	42,202	41,250	952	94	45,000	2,798	6	
Investment Income, Net	(576)	10,833	(11,410)	17,821	119,167	(101,346)	14	130,000	112,179	86	
TOTAL REVENUE	2,855,225	3,253,673	(398,448)	23,975,045	23,016,692	958,353	92	26,033,000	2,057,955	8	
EXPENSE SUMMARY											
Water Expense	375,434	514,865	139,431	3,684,691	3,867,548	182,858	85	4,345,074	660,383	15	
Wastewater Expense	167,484	155,501	(11,983)	1,702,367	1,782,099	79,732	88	1,939,914	237,547	12	
Shared Operations Expense	127,409	102,916	(24,493)	1,130,536	1,154,676	24,140	90	1,257,988	127,452	10	
SER Project Expense	18,079	13,333	(4,746)	188,191	146,667	(41,525)	118	160,000	(28,191)	(18)	
Shared Admin Expense	246,087	254,598	8,512	3,006,709	3,078,694	71,985	89	3,383,588	376,879	11	
Capital Outlay	-	3,415	3,415	-	37,568	37,568	-	41,000	41,000	100	
Other Financing Sources (Uses)	923,437	923,437	-	10,157,812	10,157,812	-	72	14,081,250	3,923,438	28	
TOTAL EXPENSE	1,857,930	1,968,066	110,136	19,870,306	20,225,065	354,759	79	25,208,814	5,338,508	21	
REVENUE OVER/(UNDER) EXPENDITUR	997,294	1,285,606	(288,312)	4,104,738	2,791,627	1,313,111		824,186	3,280,552		

### Monthly Expenditure

2020-2021 & 2019-2020 · By Funds · By Department



### Monthly Revenue

2020-2021 & 2019-2020 · By Funds · By Department



## **Balance Sheet-All Funds**

## Account Summary As Of 08/31/2021

MajorGroup	10	0 - General Fund		20 - Rate abilization Fund	3	0 - Facilities Fund	40	- Debt Service Fund	50 - Capital rojects Fund	60	- Impact Fee Fund	_	Total
Asset													
10 - Cash & Cash Equivalents	\$	12,261,218	\$	1,917,758	\$	2,708,948	\$	3,510,783	\$ -	\$	7,865,836	\$	28,264,543
11 - Investments		3,255,648		3,225,075		6,194,779		13,388,326	26,092,059		30,692,217		82,848,104
12 - Receivables		2,337,982		-		-		-	-		85,685		2,423,667
15 - Due from Other Funds		21,424,780		-		1,882,023		-	4,679,194		284,054		28,270,051
17 - Deposits		16,087		-		-		-	176,019		-		192,106
Total Asset:	\$	39,295,715	\$	5,142,833	\$	10,785,750	\$	16,899,109	\$ 30,947,272	\$	38,927,792	\$	141,998,471
Liability													
30 - Accounts Payable	Ś	407,497	\$	_	\$	77,982	Ś	_	\$ 775,778	\$	24,280	Ś	1,285,537
31 - Refundable Deposits		1,561,452	•	_		-		_	-		-	•	1,561,452
32 - Other Accrued Liabilities		273,725		_		_		_	-		-		273,725
35 - Due to Other Funds		6,845,271		-		2,208,201		-	19,134,884		81,695		28,270,051
Total Liability:		9,087,945		-		2,286,183		-	19,910,662		105,975		31,390,765
Equity													
50 - Fund Balances		26,103,032		4,213,293		8,203,645		14,886,403	18,256,013		35,276,210		106,938,596
Total Beginning Equity:		26,103,032		4,213,293		8,203,645		14,886,403	18,256,013		35,276,210		106,938,596
Total Revenue		23,975,044		929,540		1,876,136		13,949,869	110,992		10,137,081		50,978,662
Total Expense		19,870,306		-		1,580,214		11,937,163	7,330,395		6,591,474		47,309,552
Revenues Over/Under Expenses		4,104,738		929,540		295,922		2,012,706	(7,219,403)		3,545,607		3,669,110
Total Equity and Current Surplus (Deficit):		30,207,770		5,142,833		8,499,567		16,899,109	11,036,610		38,821,817		110,607,706
Total Liabilities, Equity and Current Surplus (Deficit):	\$	39,295,715	\$	5,142,833	\$	10,785,750	\$	16,899,109	\$ 30,947,272	\$	38,927,792	\$	141,998,471

## **Income Statement-All Funds**

### **Account Summary**

For the Period Ending 08/31/2021

	10 General Fund	20 Rate Stabilization Fund	30 Facilities Fund	40 Debt Service Fund	50 Capital Projects Fund	60 Impact Fee Fund	Total
Revenue							
60 - Water Revenue	\$ 18,364,514	\$ -	\$ -	\$ -	\$ -	\$ 9,413,025	\$ 27,777,539
61 - Wastewater Revenue	4,060,311	-	-	-	-	592,918	4,653,229
62 - SER Project Revenue	1,490,196	-	-	-	-	-	1,490,196
68 - Other Income	42,202	-	-	-	-	-	42,202
69 - Investment Income, Net	17,821	12,873	27,907	62,355	110,992	131,138	363,086
90 - Other Financing Sources (Uses)		916,667	1,848,229	13,887,514	-	-	16,652,410
Revenue Total:	23,975,044	929,540	1,876,136	13,949,869	110,992	10,137,081	50,978,662
Expense							
70 - Water Expense	3,684,691	-	-	-	-	-	3,684,691
71 - Wastewater Expense	1,702,367	-	-	-	-	-	1,702,367
72 - Shared Operations Expense	1,130,536	-	-	-	-	-	1,130,536
74 - SER Project Expense	188,191	-	-	-	-	-	188,191
79 - Shared Admin Expense	3,006,709	-	-	-	-	96,877	3,103,586
80 - Capital Outlay	-	-	1,580,214	-	7,330,395	-	8,910,609
88 - Debt Service	-	-	-	11,937,163	-	-	11,937,163
90 - Other Financing Sources (Uses)	10,157,812	-	-	-	-	6,494,597	16,652,409
Expense Total:	19,870,306	-	1,580,214	11,937,163	7,330,395	6,591,474	47,309,552
Current Surplus (Deficit):	\$ 4,104,738	\$ 929,540	\$ 295,922	\$ 2,012,706	\$ (7,219,403)	\$ 3,545,607	\$ 3,669,110

## **Facilities Fund Spending Report**

Date Range: 10/01/2020 - 08/31/2021

### **Summary**

		<b>Project Summary</b>	Date Range	Beginning		Ending	Budget
Project Number	Project Name	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
30-10-8004	Uplands WTP Office/Trident Building Ph	932,225.00	926,480.00	5,745.00	14,504.66	20,249.66	911,975.34
30-10-8012	Leak Detection Preventive Maintenance	300,000.00	100,000.00	31,910.00	17,500.00	49,410.00	82,500.00
30-10-8013	Permanganate Injection Relocation	317,000.00	317,000.00	0.00	25,724.67	25,724.67	291,275.33
30-10-8016	Telecom Improvements btw Uplands W	81,800.00	81,800.00	0.00	78,856.73	78,856.73	2,943.27
30-10-8017	Water Treatment Solids Management	57,000.00	14,176.00	42,823.75	9,586.25	52,410.00	4,589.75
30-10-8030	Water System Large M&R	3,287,000.00	908,500.00	158,517.20	254,475.14	412,992.34	654,024.86
30-10-8050	Meters	890,000.00	125,000.00	61,071.81	214,634.32	275,706.13	-89,634.32
30-20-8008	I & I Study & Master Plan	400,000.00	200,000.00	222,608.50	22,746.50	245,355.00	177,253.50
<u>30-20-8011</u>	Wastewater Solids Management Master	140,735.00	77,488.00	51,868.31	4,817.50	56,685.81	72,670.50
30-20-8014	Lake Pointe Influent LS Rehab	312,000.00	306,417.00	5,583.19	19,366.45	24,949.64	287,050.55
30-20-8015	Lift Station #9 Rehab	648,000.00	608,748.00	41,088.89	597,347.15	638,436.04	11,400.85
<u>30-20-8031</u>	Wastewater System Large M&R	4,186,000.00	1,158,250.00	15,305.85	138,641.01	153,946.86	1,019,608.99
30-90-8009	SCADA	1,190,000.00	545,000.00	14,103.00	63,531.30	77,634.30	481,468.70
30-90-8040	Vehicles & Mobile Equipment	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
	Report Total:	14,221,760.00	5,810,859.00	711,144.58	1,580,213.68	2,291,358.26	4,230,645.32
		<b>Group Summary</b>	Date Range	Beginning		Ending	Budget
	Group	Total Budget	Budget	Balance	Total Activity	Balance	Remaining
	Capital Outlay-Other	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
	Capital Outlay-Projects	3,481,025.00	2,785,445.00	66,520.08	799,330.96	865,851.04	1,986,114.04
	FAC Other Operational Expense-Waste	4,726,735.00	1,435,738.00	289,782.66	166,205.01	455,987.67	1,269,532.99
	FAC Other Operational Expense-Water	4,534,000.00	1,147,676.00	294,322.76	496,195.71	790,518.47	651,480.29
	Report Total:	14,221,760.00	5,810,859.00	711,144.58	1,580,213.68	2,291,358.26	4,230,645.32
		Type Summary	Date Range	Beginning		Ending	Budget
	Group	Total Budget	Budget	Balance	<b>Total Activity</b>	Balance	Remaining
	Facilities-Other	1,190,000.00	545,000.00	14,103.00	63,531.30	77,634.30	481,468.70
	Facilities-Vehicles & Mobile Equipment	1,480,000.00	442,000.00	60,519.08	118,482.00	179,001.08	323,518.00
	Facilities-Wastewater-Major Maintenan	4,186,000.00	1,158,250.00	15,305.85	138,641.01	153,946.86	1,019,608.99
	Facilities-Wastewater-Other	540,735.00	277,488.00	274,476.81	27,564.00	302,040.81	249,924.00
	Facilities-Wastewater-Rehab/Upgrade P	960,000.00	915,165.00	46,672.08	616,713.60	663,385.68	298,451.40
	Facilities-Water-Major Maintenance &	3,587,000.00	1,008,500.00	190,427.20	271,975.14	462,402.34	736,524.86
	Facilities-Water-Meters	890,000.00	125,000.00	61,071.81	214,634.32	275,706.13	-89,634.32
	Facilities-Water-Other	57,000.00	14,176.00	42,823.75	9,586.25	52,410.00	4,589.75
	Facilities-Water-Rehab/Upgrade Project	1,331,025.00	1,325,280.00	5,745.00	119,086.06	124,831.06	1,206,193.94
	Report Total:	14,221,760.00	5,810,859.00	711,144.58	1,580,213.68	2,291,358.26	4,230,645.32

## **Capital Projects Fund Spending Report**

Date Range: 10/01/2020 - 08/31/2021

### Summary

			<b>Project Summary</b>	Date Range	Beginning		Ending	Budget
Project Number	Project Name		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
50-10-8101	Uplands WTP Expansion Ph 1		13,535,000.00	575,000.00	0.00	42,233.75	42,233.75	532,766.25
50-10-8107	Raw Water Transmission Main #2		6,195,056.00	206,622.00	5,988,431.62	208,190.73	6,196,622.35	-1,568.73
50-10-8108	Raw Water TM #2 Chlorine Injection I	m	143,885.00	117,316.00	26,579.57	74,436.28	101,015.85	42,879.72
50-10-8109	Water Dist System Model Update & C		217,000.00	109,520.00	96,255.10	24,210.00	120,465.10	85,310.00
50-10-8110	Additional Water Supply Developmen		1,020,000.00	100,000.00	19,996.65	0.00	19,996.65	100,000.00
50-10-8201	HPR Conversion & Upgrade to 1500 g		374,493.00	293,438.00	82,886.70	290,667.64	373,554.34	2,770.36
50-10-8202	HPR Pump Station GST 2 Ph 1	ριιι	1,787,688.00	1,727,706.00	60,158.97	52,540.71	112,699.68	1,675,165.29
50-10-8204	West Bee Cave Pump Station Upgrade	ac .	254,200.00	215,545.00	38,676.12	21,509.05	60,185.17	194,035.95
50-10-8205	1080 Bee Cave Transmission Main		4,967,640.00	2,461,473.00	259,675.38	137,872.50	397,547.88	2,323,600.50
50-10-8207	Home Depot Pump Station Expansion	&	288,000.00	288,000.00	0.00	0.00	0.00	288,000.00
50-10-8301	Southwest Pkwy PS GST 1 & 2 Upgrad		3,679,441.00	3,071,857.00	607,584.14	2,247,277.80	2,854,861.94	824,579.20
<u>50-10-8305</u>	1240 Conversion/Water Line	C	2,641,860.00	2,512,946.00	129,569.07	98,123.17	227,692.24	2,414,822.83
50-10-8309	1340 Pump Station Upgrade		1,865,626.00	1,649,320.00	216,304.78	624,211.73	840,516.51	1,025,108.27
50-10-8312	1340 Conversion WL-Sawyer Ranch		802,400.00	710,400.00	98,950.02	59,969.05	158,919.07	650,430.95
50-10-8313	1420 Pump Station Upgrade 290 Cour	ntv	407,090.00	372,627.00	34,462.50	68,486.27	102,948.77	304,140.73
50-10-8315	Circle Drive Pump Station	ity	3,960,000.00	396,000.00	0.00	77,496.07	77,496.07	318,503.93
50-20-8403	Bohls WWTP Expansion		5,281,000.00	3,025,725.00	261,317.20	25,621.25	286,938.45	3,000,103.75
50-20-8405	Effluent Disposal		590,000.00	590,000.00	0.00	0.00	0.00	590,000.00
50-20-8407	Beneficial Recycling Facility		3,960,000.00	1,545,599.00	323,400.21	3,080.00	326,480.21	1,542,519.00
50-99-8501	Developer Reimbursements		7,844,483.00	3,455,471.00	1,440,505.41	3,274,469.21	4,714,974.62	181,001.79
<u>30-33-6301</u>	Developer Neimbursements	Report Total:	59,814,862.00	23,424,565.00	9,684,753.44	7,330,395.21	17,015,148.65	16,094,169.79
		Report Total.	33,814,802.00	23,424,303.00	3,004,733.44	7,330,333.21	17,013,148.03	10,034,103.73
			<b>Group Summary</b>				_	
				Date Range	Beginning		Ending	Budget
	Group		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
	Capital Outlay-Projects		50,143,379.00	19,169,574.00	8,127,996.28	4,031,716.00	12,159,712.28	15,137,858.00
	CPF Other Operational Expense-Wast		590,000.00	590,000.00	0.00	0.00	0.00	590,000.00
	CPF Other Operational Expense-Wate	r	1,237,000.00	209,520.00	116,251.75	24,210.00	140,461.75	185,310.00
	Developer Reimbursements		7,844,483.00	3,455,471.00	1,440,505.41	3,274,469.21	4,714,974.62	181,001.79
		Report Total:	59,814,862.00	23,424,565.00	9,684,753.44	7,330,395.21	17,015,148.65	16,094,169.79
			Type Summary					
				Date Range	Beginning		Ending	Budget
	Group		Total Budget	Budget	Balance	Total Activity	Balance	Remaining
	CIP-Wastewater		9,831,000.00	5,161,324.00	584,717.41	28,701.25	613,418.66	5,132,622.75
	CIP-Water-290 System		13,356,417.00	8,713,150.00	1,086,870.51	3,175,564.09	4,262,434.60	5,537,585.91
	CIP-Water-71 System		7,672,021.00	4,986,162.00	441,397.17	502,589.90	943,987.07	4,483,572.10
	CIP-Water-System-Wide		21,110,941.00	1,108,458.00	6,131,262.94	349,070.76	6,480,333.70	759,387.24
	Developer Reimbursements		7,844,483.00	3,455,471.00	1,440,505.41	3,274,469.21	4,714,974.62	181,001.79
		Report Total:	59,814,862.00	23,424,565.00	9,684,753.44	7,330,395.21	17,015,148.65	16,094,169.79

## ITEM C



#### **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

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

## **Operations Report**

**September 10, 2021** 

#### **Executive Summary**

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

#### **Environmental Compliance**

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

#### Water and Wastewater Process Summary: August 2021

Water Treatment Plant	Actual	
AVG Raw Water	12.770	MGD
AVG Treated Water	12.512	MGD
PEAK Treated Water	15.136	MGD
AVG CFE Turbidity	0.05	NTU
AVG Chlorine	2.10	mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.570 MGD	0.675 MGD
MAX Flow	0.750 MGD	
AVG CBOD	1.13 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.14 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.275 MGD	0.325 MGD
MAX Flow	0.365 MGD	
AVG CBOD	1.25 mg/l	5 mg/L
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.12 mg/l	2 mg/L
AVG Turbidity	1.28 mg/l	3 mg/L

#### **Electromechanical Department Update**

#### **Water Treatment Plant**

- Electrical portion of the Raw water line #2 chlorine injection line project is 99% complete.
- High Service Pump #1 has been installed.
  - \*Issue with bearings has subsided and running temperatures have fallen into a more desirable range.
- High Service Pump #5 will be undergoing a rotating assembly replacement upon arrival of material.

#### **Raw Water Intake**

Pump #4 VFD PM-- VFD modules have been delivered to Toshiba for reconditioning.
 PM is tentatively scheduled for the week of the 20<sup>th</sup>.

#### Pump Station #2

• Pump #2 motor is currently being repaired.

#### **Pump Station #3**

• Spare pumps ordered (per 5-year plan)

#### **Lakepointe WWTP**

- Grating install, next to blowers.
  - \*In process.
- Ordered Influent pump (Per the 5-year plan).
  - \*Expected to arrive before end of the month.
- Bar screen repairs are in progress.
  - \*The delayed expected ship date is August 30<sup>th</sup>.
- Ordered EQ pumps for Plant 1&2.
  - \*Expected to arrive the week of the 9<sup>th</sup>.

#### **Bohls WWTP**

- Ordered Influent pump (Per the 5-year plan).
  - \*Expected to arrive before end of the month.

#### **Lift Station #9**

- Generator (per the 5-year plan).
  - \* Expected to arrive before end of the month.

#### Lift Station #16

- Pump #2 replacement per 5-year plan has been ordered.
  - \*Expected to arrive before end of the month.

#### **Communication Project**

• Phase one includes the backbone line between the Water Plant, Bohls WWTP and Pump Station #7 has been completed.

#### **Line Maintenance Department Update**

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

- 13901 Green Hills Loop
- 10601 Oak Valley Trail
- 12805 South Madrone Trail

#### **Leak repairs:**

Repaired waterline leak behind WTP

#### **Hydrants**

• Survey work in North and South Sunset Canyon

#### Misc. repairs/projects:

- Repair/widen driveway at lift station #9
- Remove fire hydrant on Ladera behind Chic fil A

## ITEM D

#### MURFEE ENGINEERING COMPANY, INC.

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

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

**DATE:** September 9, 2021

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

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

**RE:** Engineer's Report –September 2021

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

MEC File No.: 11051.155

#### **Current Issues**

#### **Wastewater Flow**

An updated figure tracking wastewater flows is attached.

#### **Raw and Treated Water Flows**

Figures are attached. Trends are in line with expectations.

#### CIP

A graphical summary of all CIP projects that are currently underway is provided below in the attached Gantt chart schedule.

#### Water-System Wide

#### Beneficial Water Recycling Project

The location of the facility is being evaluated. Three sites have been identified. Ownership across to treated effluent lines and ESD requirements are major items being considered.

One option for the beneficial reuse is to inject the potable water into an aquifer. Well data has been collected in the area and the water quality data is being researched to find an adequate site(s) for an injection well.

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

#### Impact Fee Study 2021

The Land Use Assumptions & Capital Improvement Plan Report has been completed.

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

MEC opened bids on August 24<sup>th</sup>, and received one bid from G Creek Construction. Our recommendation to award the project is presented separately.

#### Raw Water Transmission Main No. 2

The pipeline and fiber optic portions of the project are in place. Irrigation repair work along Bee Cave Road is complete; and final site restoration/clean-up and the last items of the general punch list are in process of being addressed. Conditional acceptance for environmental compliance has been issued by Travis County with the 3-year warranty period beginning on September 7, 2021.

#### Raw Water Transmission Main No. 2 Chlorine Injection Improvements

Record drawings have been completed with the help of the PUA. TCEQ approved plans June 22<sup>nd</sup> and CT Study approval anticipated soon, as indicated by TCEQ staff via email on 9/7/2021.

#### **Uplands Water Treatment Plant Preliminary Engineering Report**

The Draft PER was presented as part of the August Board packet and MEC is awaiting input. Proposal is being prepared for design of plant expansion, beginning with site plan permitting efforts and equipment vendor procurements.

#### Water Model Update and Calibration

We are reviewing the skeletonized pipe network to ensure it functions as the full system does. The original LCRA model is also receiving updates and being utilized for evaluating possible system expansions.

#### Water – SH71 System

#### 1080 Transmission Main

MEC is continuing coordination with Capital Surveying and Spitzer & Associates to secure right of entry (ROE) and easements for various parcels of 1080 transmission main alignment, specifically west of Highway 620. Design plans were developed for the portion of the alignment east of Highway 620, referred to as Segment A. MEC submitted Segment A to the City of Bee Cave in August. Completeness check comments on administrative items were received on 9-7-2021and are centered on easement statuses, which are being addressed. Capital Surveying is preparing the easement descriptions necessary to create draft easement documents.

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

MEC opened bids on September 1, and received two bids from Preload LLC and DN Tanks LLC. Our recommendation to award the project is presented separately.

#### Hamilton Pool Road 16" Water Line 2

The preliminary alignment has been identified while MUD 22 is working on securing easements. MEC is briefly participating in a weekly meeting with the MUD 22 developer on the easement acquisitions.

#### West Bee Cave Pump Station Expansion

The project is under construction and MEC is reviewing TTE's submittals.

Water – US290 System

#### 1240 Conversion Waterline

We submitted site development plans to Travis County and the City of Austin to begin the review phase. We continue coordinating with interested stakeholders affected by the future construction project on a potential route change to minimize community disturbance. Comments from Travis County were received 9-7-2021. Consideration is being given to phasing this project so the Live Oak Springs development can move forward. Also, an alternative plan for the 1240 conversion is under consideration, associated with potential development activity in the vicinity of an alternate 1240 elevated tank site that the PUA has available.

#### 1340 Pump Station

Payton Construction has started Phase II of the project involving the construction of the building. The pump station remains offline and the 1340 elevated storage tank is being filled through the 1420 interconnect. Pedernales Electric easements have been signed and construction fees have been paid.

#### 1420 Pump Station Expansion

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

#### Circle Drive PS and GST

Design work has commenced and design survey is complete. A final plat will be prepared and site plan issues are being identified. Additional property or easement will be required. MEC and LG are discussing options for land acquisition.

#### Sawyer Ranch 1340 Conversion Water Main

Plans are approved by all parties. Two bids were received on August 19, 2021, ranging from \$1,277,720.50 to \$1,296,766.00. We have reviewed the bids and bidder qualifications, and we recommend that the contract be awarded to the low bidder, Qro Mex Construction Company. Construction contracts have been prepared and are presented to the Board for approval/execution. Advertised and award of Work is on this agenda.

#### Southwest Parkway Pump Station Expansion

Ground Storage Tank (GST) 1 was put in service on March 16<sup>th</sup>. GST2 has been erected and contractor working on final stages of structural placement. Pipe tie-ins and earthwork to follow. Final completion anticipated for October 2021.

#### Wastewater

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

A scope amendment for design and construction phases services for expanding the plant to 1.0 MGD is included separately. The design will also include the sludge dewatering system recommended in the Wastewater Solids Management Master Plan.

#### Wastewater Solids Management Master Plan

Specifications are being developed for competitive bidding to procure the recommended dewatering equipment. A complete solids management system will be included with in the design of the Bohls expansion. The design of the dewatering system will be sufficient to handle the proposed future sludge production of the entire system.

#### Other Projects

#### Developing Risk and Resilience Assessment & Emergency Response Plan for WTCPUA

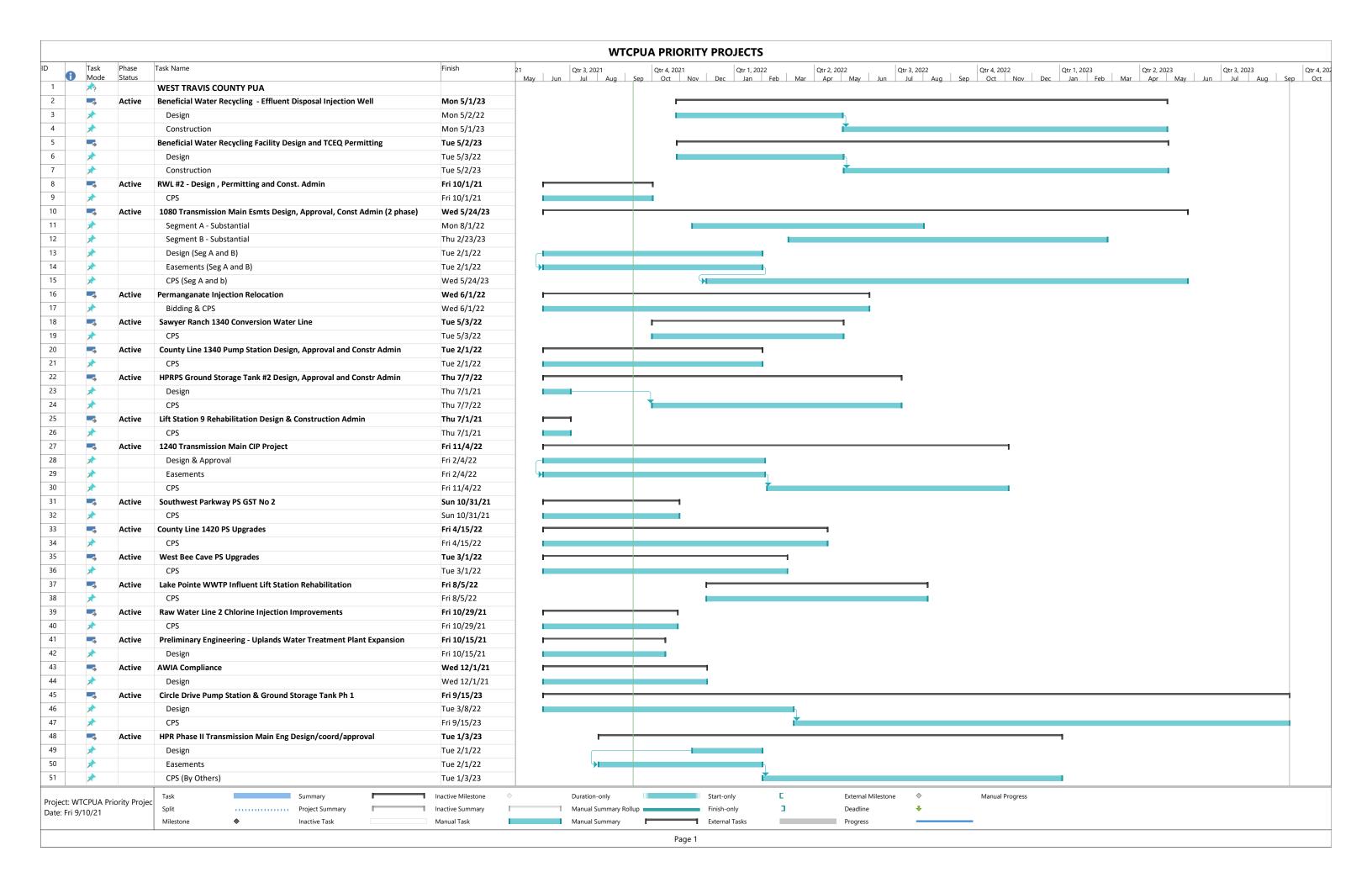
MEC has completed and certified the Risk and Resilience Assessment on June 29<sup>th</sup>, 2021. As per America's Water Infrastructure Act of 2018 (AWIA), MEC is working on the Emergency Response Plan that is due on December 29<sup>th</sup>, 2021.

#### Fitzhugh Water Line Relocation

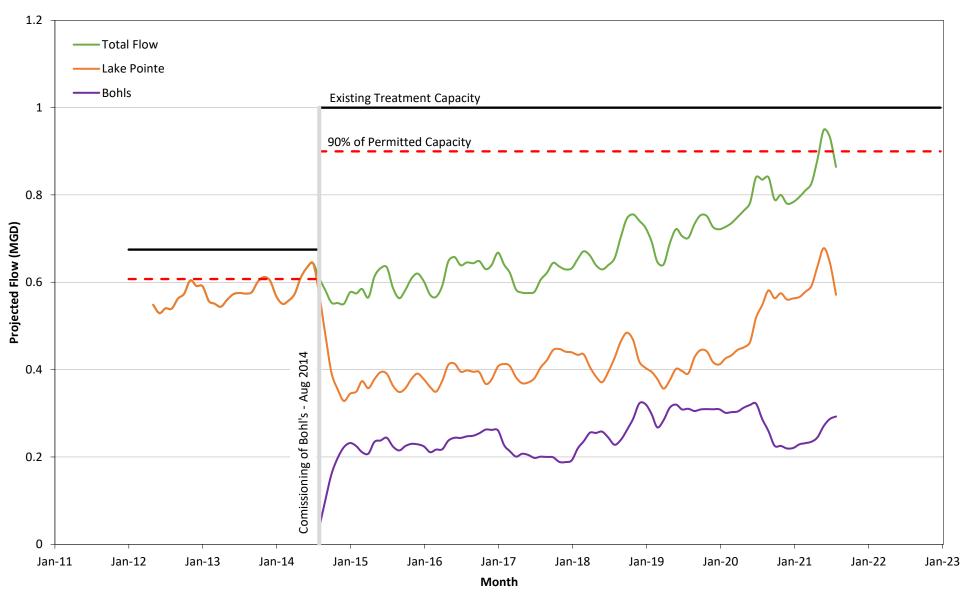
MEC has begun the waterline design and the initial set of plans for preliminary review are complete. Internal review is underway and options for coordinating with Travis County and City of Austin are being explored.

#### Lake Pointe Influent Lift Station Rehabilitation

Design is currently underway and drawings in development in coordination with the proposed liner manufacturer. MEC anticipates construction documents to be ready for mid-October bid advertisement.

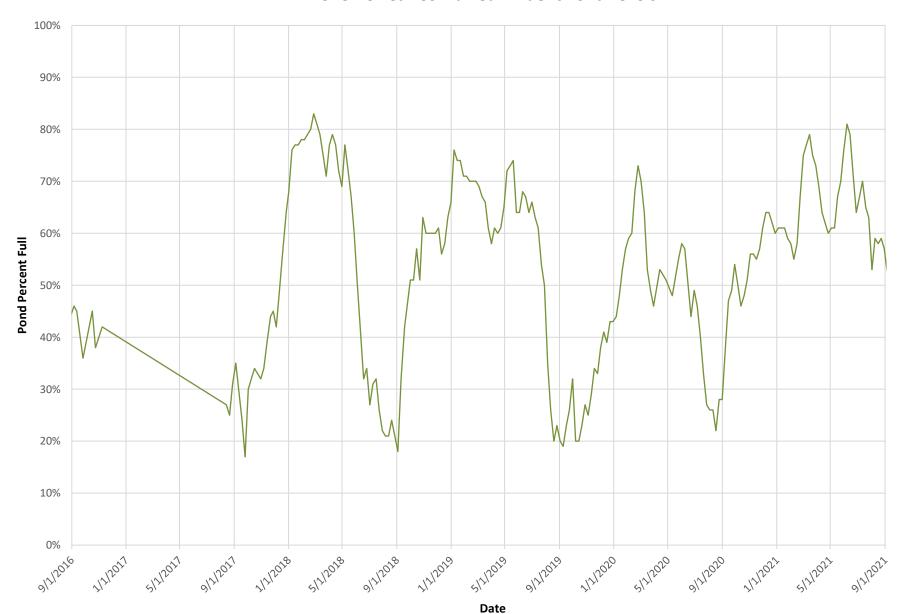


WTCPUA
Wastewater 3-Month Average Daily Flow



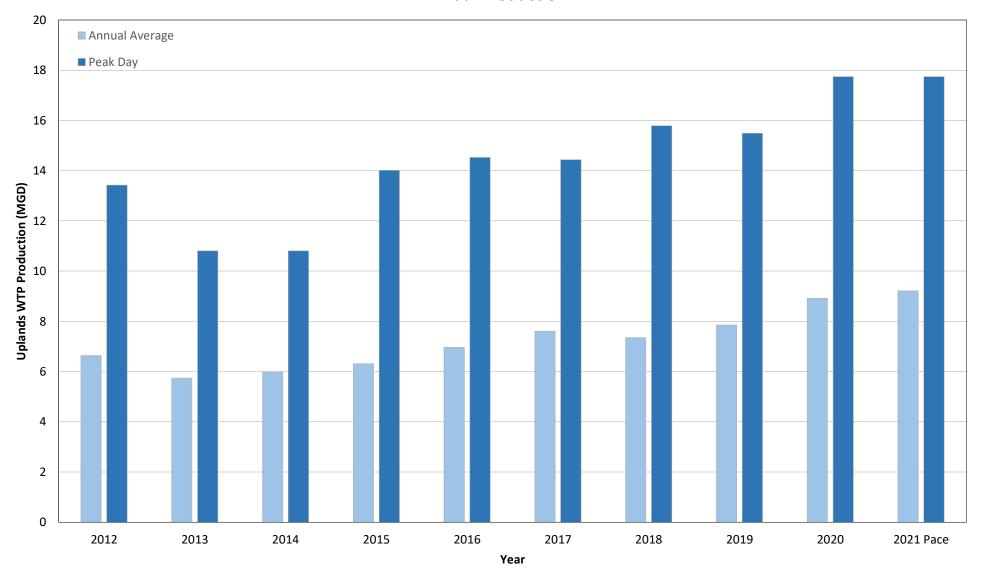
Murfee Engineering Co., Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S., Bldg. D Austin, Texas 78746

#### **WTCPUA 5 Year Combined Effluent Pond Levels**



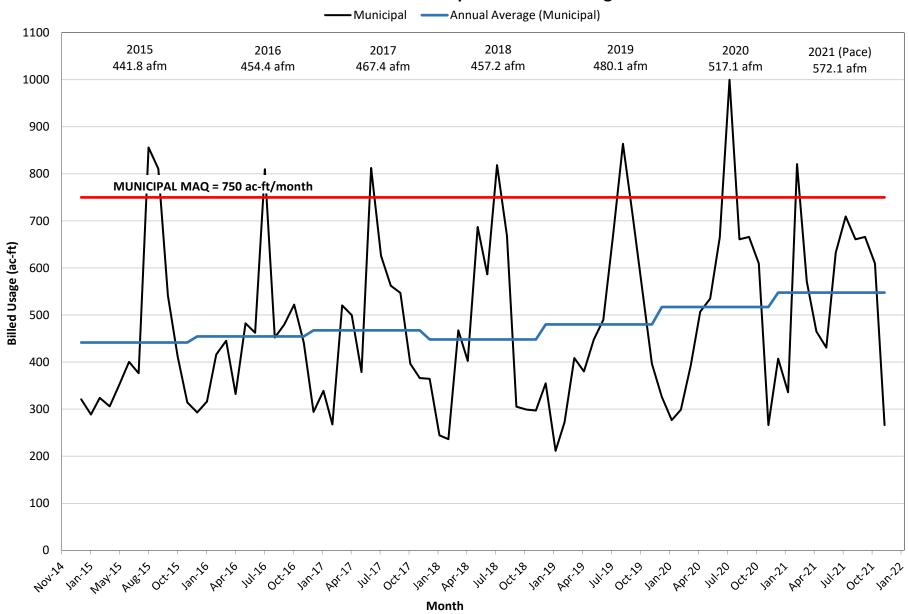
Murfee Engineering Company, Inc. Texas Registered Firm No. F-353 1101 Capital of Texas Hwy., S. Bldg. D, Ste. 110 Austin, Texas 78746

## WTCPUA Uplands Water Treatment Plant Production Annual Production

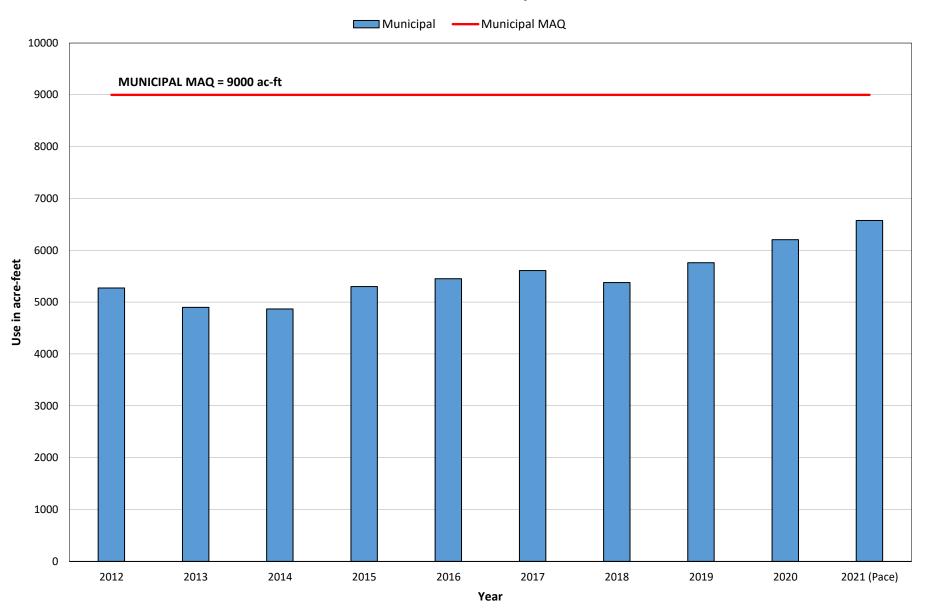


<sup>\* - 12-</sup>Month period March '12 - Feb '13

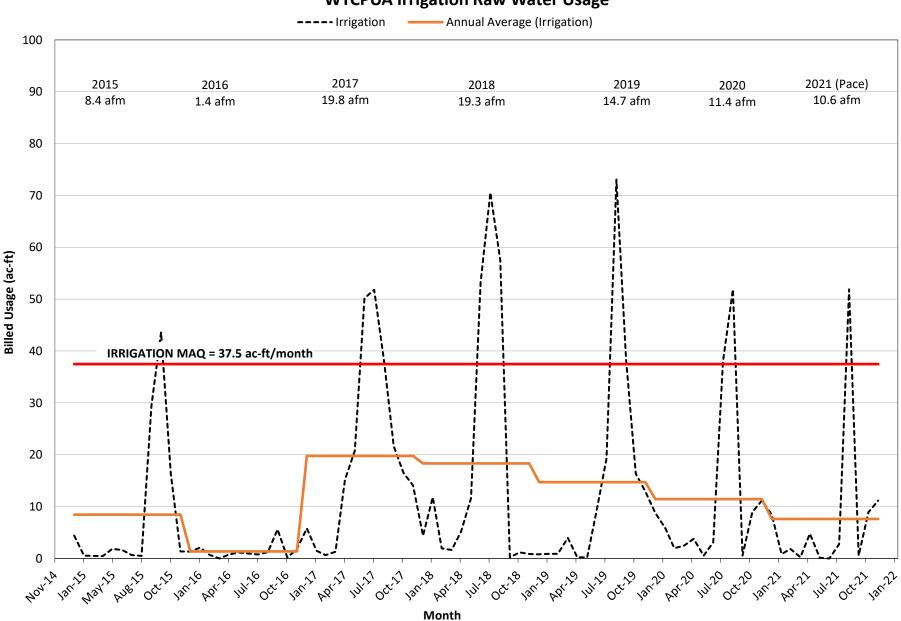
#### **WTCPUA Municipal Raw Water Usage**



### **WTCPUA Annual Cumulative Municipal Raw Water Use**



#### **WTCPUA Irrigation Raw Water Usage**



### **WTCPUA Annual Cumulative Irrigation Raw Water Use**

