

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF MEETING

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, November 21, 2019 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 citizens’ communication form provided at the entrance to the meeting room so they may be recognized to speak. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.

I. CALL TO ORDER

II. ESTABLISH QUORUM

III. PUBLIC COMMENT

IV. CONSENT AGENDA (J. Riechers)

- A. Approve minutes of October 17, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:**
 - 1. DN Tanks, Inc., Pay Request No. 2, \$161,166.08 West Bee Cave Ground Storage Tank No. 2 CIP Project.**
 - 2. Landmark Structures I, LP, Pay Request No. 18 & Final, \$86,450.00, 1340 Elevated Storage Tank CIP Project.**
- D. Approve Service Extension Request (SER) for:**
 - 1. DMG Holdings, LLC Series Trautwein, 16 Water LUEs, 290 System**
- E. Approve Non-Standard Service Agreements (NSSA) for:**
 - 1. JPD Backyard Finance, LLC ;**
 - 2. DMG Holdings, LLC Series Trautwein**

F. Approve Utility Conveyance Agreements to convey facilities to the WTCPUA from the following:

- 1. LedgeStone Expansion, Ph. II**
- 2. LedgeStone Expansion, Ph. III**
- 3. Anthem at LedgeStone Apartments**

V. OLD BUSINESS

A. Discuss, consider and take action regarding pending and/or anticipated litigation, including (S. Albright/D. Klein):

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

B. Discuss, consider and take action regarding Hays WCID 1 Wholesale Contract audit.

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

VI. NEW BUSINESS

A. Discuss, consider and take action on Leak Detection Services proposal from SAMCO Leak Detection.

B. Discuss, consider and take action regarding proposal from CP&Y for Smoke Testing Project.

C. Discuss, consider and take action regarding Hill Country Galleria concerns regarding wastewater pretreatment program (B. Goodwin)

D. Discuss, consider and take action regarding wholesale water service to Lazy Nine Municipal Utility District 1A, including:

- 1. Utility Conveyance Agreement between WTCPUA and Lazy Nine MUD 1A (Sweetwater Crossing Phase 1); and**

2. **Water Facilities Lease and Services Agreement between WTCPUA and Lazy Nine MUD 1A (Sweetwater Crossing Phases 1 and 2).**
- E. **Discuss, consider and take action on proposal from Murfee Engineering Co., Inc. for 1240 Transmission Main CIP Project Easement Identification & Acquisition, Design, Approval & Construction Administration.**
- F. **Discuss, consider and take action on a Recommendation of Award for the Hamilton Pool Road Pump Station Expansion CIP Project.**

VII. STAFF REPORTS

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

VIII. ADJOURNMENT

Dated: November 15, 2019

Jennifer Riechers
WTCPUA General Manager

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

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

IV. CONSENT AGENDA

ITEM A

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

October 17, 2019

Present:

Scott Roberts, President
Don Walden, Vice President
Ray Whisenant, Secretary
Bill Goodwin, Assistant Secretary
Eileen Brzoska, Director (Arrived at 10:48 a.m.)

Staff and Consultants:

Jennifer Riechers, Agency General Manager
Jennifer Smith, Agency Controller
Keli Kirkley, Agency Accountant
Reuben Ramirez, Agency Engineer Technician
Curtis Jeffrey, Agency Lead Water Operator
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel
Dennis Lozano (Murfee Engineering Company, Inc.), District Engineer

I. CALL TO ORDER

Director Roberts called the meeting to order at 10:04 a.m.

II. ESTABLISH QUORUM

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

III. PUBLIC COMMENT

Matthew Kutac addressed the Board and stated that he was there on behalf of Hays County WCID No. 1. He stated that most of the review seems to be regarding the Endeavor commercial portion of the project, and that the planning of this project was conducted in the 2015-2016 time period when there was a different staff makeup within the PUA. He stated that at that time, it was stated that calculation of the LUEs was a wholesale customer's responsibility. Mr. Kutac stated that he anticipated that the work done in 2015-2016 may not fully align with current PUA policies. He said that this review has gone for 7-8 months and that it is beginning to impact projects, and he asked that the matter be addressed as expeditiously as possible.

IV. CONSENT AGENDA

- A. Approve minutes of September 19, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters, including:**
 - 1. Quarterly Investment Report.**
- C. Approve Contractor Pay Requests including:**
 - 1. CFG Industries, LLC, Pay Application No. 14, \$19,576.75, Tank and Pump Station Coating Improvements;**
 - 2. DN Tanks, Inc., Pay Request No. 1, \$189,157.35, West Bee Cave Ground Storage Tank No. 2 CIP Project.**
- D. Approve Service Extension Request (SER) for:**
 - 1. Longleaf at Bee Cave, 34 Water and Wastewater LUEs.**
- E. Approve Non-Standard Service Agreements (NSSA) for:**
 - 1. Longleaf at Bee Cave.**

Director Walden flagged that the General Manager had switched IT providers for a lesser cost.

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

The vote was taken with the following result:

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

V. OLD BUSINESS

At 11:51 a.m., Director Walden announced that the Board would convene in executive session to consult with its attorney under Texas Government Code § 551.071 regarding Items V.A, V.C and V.D.

At 1:18 p.m., Director Walden announced that the Board would reconvene in open session and that no action had been taken in executive session.

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

1. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654;*
2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin;*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*

This item was discussed in executive session.

**B. Discuss, consider and take action on tariff amendment regarding:
1. Meter Opt-Out Program.**

MOTION: A motion was made by Director Roberts to approve the tariff amendment regarding the meter opt-out program, provided as **Exhibit F**. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

Director Goodwin stated that he was opposed to the program, but that he will vote in favor as it's the will of the Board to adopt such a program.

Director Whisenant stated that if there is a ratepayer who is willing to pay for such a program, that he was in favor of the PUA offering the option.

C. Discuss, consider and take action regarding Amendment to Easement Agreement between the WTCPUA and 71 Bee Cave, Ltd.

This item was discussed in executive session.

Mr. Klein addressed this item stating that the property owner has requested that the LUEs be available to be transferred to other individuals but still tied to the property, and recognition that the easement can be extended.

Director Roberts asked that the language be deleted regarding the extension request and include a basic reference that additional extensions may be requested.

MOTION: A motion was made by Director Goodwin to approve the Amendment to Easement Agreement between the WTCPUA and 71 Bee Cave, Ltd, provided as **Exhibit G**, with the changes recommended by Director Roberts. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

Voting Nay: None

Abstained: None

Absent: None

D. Discuss, consider and take action regarding Hays County WCID 1 Wholesale Contract audit.

This item was discussed in executive session.

MOTION: A motion was made by Director Walden to approve in concept a letter to Hays WCID 1 regarding the wholesale contract audit and changes to standard operating procedures in concept, and authorize the General Manager, General Counsel, and the District Engineer to bring the final documents to the Board for consideration. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

Voting Nay: None

Abstained: None

Absent: None

VI. NEW BUSINESS

A. Discuss, consider and take action on Alternative Wholesale Model proposal from Pix Howell.

Pix Howell addressed the Board on this item. He provided a brief history of the PUA system and LCRA's decision to divest itself of the water and wastewater utilities. He stated that his vision at the time was for the organization purchasing the facilities to be a wholesale provider. The PUA is currently providing retail and wholesale water service, and there are difficulties with legacy LCRA agreements with its wholesale providers that he has observed. Mr. Howell works with the Headwaters MUD relating to the usage demand relating to irrigation that was exacerbated by multiple wholesale contracts. His recommendation to the Board is to prepare a model wholesale contract with the anticipation that other customers would adopt the same. Mr. Howell asked that

the PUA look into whether a template contract would be beneficial for wholesale customers and asked that the PUA Board authorize staff to explore the issue.

Director Roberts stated that he would be supportive of a standardized wholesale contract, but he did not want to expend staff time in working on this issue. He stated that if Mr. Howell's team proposed options, he was open to reviewing them.

Director Goodwin stated that he is not sure what is being asked of the PUA and stated that although it has been a burden to look at the individual agreements, no one would want to re-negotiate a contract that they liked. Although he doesn't disagree with the concept, he doesn't see how the customer would be willing to re-negotiate agreements.

Mr. Howell responded that he did think the proposal would be successful, and that he was asking for the Board to review the information when presented.

Mr. Lozano stated that he and Ms. Riechers had met with Mr. Howell and had suggested an early Board item as the concepts proposed by Mr. Howell could impact Board policies.

Director Walden stated that the Board did not want to dedicate staff time to this issue at the time, but if Mr. Howell wanted to explore the issue, the Board would review future information.

Director Whisenant stated that Mr. Howell has as much depth in the background as any person, but as one director he agreed that he did not want to put a great deal of staff or consultant time into this issue. He stated that he did want to hear what wholesale customers would have to say on the proposal. Director Whisenant stated that he doesn't have any problem with initiative, and if the wholesale customers and the PUA can agree upon an agreement that is good for the customer and good for the utility, then he was interested to see the proposal.

Director Roberts directed that the Board would first review any proposal, and then make the determination as to whether staff and consultants would conduct a review of the proposal.

B. Discuss, consider and take action regarding analysis of LUE table regarding restaurants.

Ms. Riechers presented information on this item, provided as **Exhibit H**. She stated that she continued Mr. Lozano's presentation from September and looked at restaurants in the system. She stated that she looked at the last 12 months' usage for approximately 12 restaurants. She stated that what they likely paid in LCRA impact fees is likely well under the actual usage. She stated the conclusion is that the PUA's table allows the usage of actual data and is a resource if there is no data as a guideline for what the PUA would assess; but if there is specific data, the PUA would review it. Ms. Riechers stated that the PUA can look at the table, but it will take some time to review, and that four other entities are using a consistent table and that she did not see that the PUA is using a different methodology than other entities.

Director Goodwin stated that he thought that the PUA's impact fees originally triggered this issue. He discussed the PUA table and stated that several restaurants built in the PUA era paid impact

fees lower than actual usage. Ms. Riechers responded that these customers presented information on usage, and that they did not use the table. She provided one example where usage information indicated 20 LUEs of usage, but actual usage was 30 LUEs and the table would have dictated 31 LUEs. She stated that it would be beneficial to the PUA to include a provision in the NSSA allowing a lookback at the amount of impact fees paid versus actual usage.

Ms. Albright, in response to a question from Director Goodwin, stated that legal counsel would have to look into the potential of including a “lookback” provision and what provisions would be advisable to include in such an agreement.

Director Goodwin stated that he didn’t want to negatively impact the small businesses that would have to rely on the LUE table, versus the chain entities that could present comparable data.

Mr. Lozano stated that one recommendation would be to clarify what square footage is applicable when reviewing applications, as this is a strong determinant on usage per square foot.

In response to a question from Director Goodwin, Mr. Lozano stated that he wasn’t in favor of changing the LUE table and didn’t see a compelling reason to break from what other utilities are doing, as the PUA’s table is consistent with what these other entities are doing.

Director Walden stated that the PUA had worked to reduce its impact fees, and that he had thought there was an ability to make an adjustment if data is provided on actual usage. Ms. Riechers stated that this is done at the beginning during the application process, but not after service is typically commenced. The Board directed Ms. Riechers to look into a proposal to allow the PUA to look back on actual usage history after service is commenced. Director Walden stated that he didn’t know how it would work if the adjustment would not be to the favor of the customer.

Director Goodwin stated that the Board is okay with leaving the table as-is, and that they would like staff and legal to discuss a proposal for conducting a lookback.

C. Discuss, consider and take action regarding WTCPUA Organizational Chart.

Ms. Riechers stated that she is proposing to add an in-house IT employee, as indicated on **Exhibit I**, to reduce some of the third-party expenses related to IT services. She stated that the other addition to the chart was adding the vacant operations manager position in the case that the decision was made to fill this position.

MOTION: A motion was made by Director Roberts to approve the WTCPUA organizational chart. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

Voting Nay: None

Abstained: None

Absent: None

D. Discuss, consider and take action regarding proposal from CP&Y for SCADA system improvements.

Scott Wetzel with CP&Y presented this proposal, provided as Exhibit J. He stated the proposal would review the SCADA system and allow for options to upgrade the system for better functionality.

Director Walden asked how much experience CP&Y had in looking at SCADA, to which Mr. Wetzel stated that this is routine for the group in Dallas that only does this type of work. Director Goodwin stated that he instigated this proposal given the annual amounts spent on work on the SCADA system. Mr. Wetzel confirmed that these expenses was not uncommon for a utility the PUA's size and that technology in this area is constantly changing, but that there was a value in reviewing these expenses.

MOTION: A motion was made by Director Walden to approve the proposal from CP&Y for SCADA system improvements. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

Voting Nay: None

Abstained: None

Absent: Director Brzoska

E. Discuss, consider and take action regarding proposal from Murfee Engineering Company for preliminary research regarding the feasibility of Aquifer Storage and Recovery, \$20,000.

Mr. Lozano presented this proposal, provided as Exhibit K. He stated that this is a high-level preliminary feasibility analysis to look into the issue. He stated that the Dripping Springs WSC ("DSWSC") is also interested in such a project that may be a possibility for coordination. Mr. Lozano stated that although this is not a new water supply, this will assist with managing capacity by leveling out the seasonal peaks.

Director Goodwin confirmed that this is aquifer storage recovery, and that the PUA is just authorizing a high-level look into the possibility of doing such a project to manage peak demands. Director Whisenant stated that both SAWS and the City of Kerrville are successfully implementing this program and that it is something to look into. He stated that the consultant hired by DSWSC would be worth talking to give his experience.

Director Goodwin asked, if there are other entities looking at the issue, why would the PUA hire its own engineer to look at this same information. Mr. Lozano stated that this review would take

this information and determine what is applicable to the PUA, and what benefits and pitfalls would be considered by the PUA's system, especially in the context of the future DPR system.

Discussion ensued regarding the basic details on ASR and the potential benefit to the PUA system.

MOTION: A motion was made by Director Roberts to approve the proposal from Murfee Engineering Company for preliminary research regarding the feasibility of Aquifer Storage and Recovery, \$20,000. The motion was seconded by Director Walden.

The vote was taken with the following result:

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

VII. STAFF REPORTS

A. General Manager's Report.

This item was presented by Ms. Riechers and provided as **Exhibit I**.

Director Walden asked about the noted meeting with Scott Foster. Ms. Riechers stated that she met with Scott Foster relating to the BCP 23 project, and that there has been no application submitted at this point.

B. Controller's Report.

Ms. Smith presented this report, provided as **Exhibit J**. She stated that water sales were high in August and the PUA was able to meet the budget projections for the 2019 fiscal year. She stated that the numbers are preliminary because the books were closed early due to the timing of the Board meeting, but overall the finances and budget look good for the year.

Director Whisenant thanked staff for their work on the budget and impact bringing operations in-house.

Ms. Smith stated that the quarterly investment report was in the consent agenda, but the PUA has brought in \$1.8 million in investment interest.

C. Engineer's Report including: 1. Capital Improvements Plan Update.

Mr. Lozano presented this report, provided as **Exhibit K**. Mr. Lozano stated that the site plan information for the raw waterline project had been submitted to Travis County. He stated that

Murfee Engineering is still waiting on a response for the site plan, and his recommendation is to proceed with construction pending sign-off from engineering.

MOTION: A motion was made by Director Walden to approve that Murfee Engineering proceed with construction on the raw waterline project and to send notice to Travis County. The motion was seconded by Director Whisenant.

The vote was taken with the following result:

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

Director Brzoska asked if there is a meeting scheduled with Lake Pointe regarding this project. Mr. Lozano responded that the contractor has been on notice that an updated schedule is needed, and that once they have this information there will be a follow up meeting scheduled.

Director Goodwin asked about the ground storage tank flagged in the report and discussion ensued on the project identified.

Director Walden asked about the SWPPS project, and Mr. Lozano confirmed that The Nature Conservancy had agreed on an easement, but that there are some current outstanding issues relating to some land retained by LCRA in the sale of the system. Mr. Lozano stated that the hope is to start construction in the second quarter of next year, and that design is basically completed but the permit issue is still outstanding. Director Whisenant asked how long the LCRA has known about this real estate issue, to which Mr. Lozano replied that it has likely been a year.

Director Roberts asked if the PUA has the DPR permit, to which Mr. Lozano stated that the PUA needs two permits: the wastewater permit and water permit. He stated that the wastewater permit is not finally issued but anticipated it to be issued before the end of the year. He stated that the water supply permit is still in process, and that authorization is likely still six months to a year away.

Mr. Lozano flagged in the report data regarding CIP and long-term usage. He stated that the trend in wastewater flow is clearly trending upwards over an extended period of time.

D. Operations Report.

Mr. Jeffrey provided this report, provided as **Exhibit L**. Discussion ensued regarding the inventory program and the budget amounts for this program. Ms. Smith stated that the previous operations manager was in process of developing a program, and that staff has plans to have modules in the software conversion to track some equipment. Director Walden directed that Mr.

Jeffrey work with Ms. Smith to develop an inventory and control program. Mr. Jeffrey confirmed that this will be a joint effort of all the supervisors.

VIII. ADJOURNMENT

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

The vote was taken with the following result:

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

The meeting adjourned at 1:23 p.m.

PASSED AND APPROVED this ____ day of _____ 2019.

Scott Roberts, President
Board of Directors

ATTEST:

Ray Whisenant, Secretary/Treasurer
Board of Directors

ITEM B

West Travis County Public Utility Agency
Check Detail
October 2019

Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	10/31/2019	360 ICT, LLC	https://app.bill.com/BillPay?id=blp01GCOUCGHVW4c1g 11002 · Bill.com Money Out Clearing			
Bill	10/14/2019		Managed IT Services	17507 · IT Support Services	\$ (3,100.00)	1 General Fund
					\$ (3,100.00)	
Bill Pmt -Check	10/30/2019	Abraham de Leon.	Check 15418	11118 · Manager Ckg 8314		
Bill	10/25/2019		Mileage Reimb.- Picked Up Drinks for Office	17880 · Travel Expense	\$ (12.88)	1 General Fund
					\$ (12.88)	
Bill Pmt -Check	10/16/2019	Ace Contractor Supply	https://app.bill.com/BillPay?id=blp01OFHKWPRQG49v6t 11002 · Bill.com Money Out Clearing			
Bill	10/02/2019		Cooler & Safety Vests	17885 · Uniforms-Safety Gear	\$ (609.38)	1 General Fund
					\$ (609.38)	
Bill Pmt -Check	10/16/2019	Affordable Asphalt Paving	https://app.bill.com/BillPay?id=blp01PIHYTWNVD49v6kt 11002 · Bill.com Money Out Clearing			
Bill	10/03/2019		15405 Bat Hawk Circle - Installed Hot Mix Asphalt	16101 · Maintenance & Repairs-W	\$ (2,600.00)	1 General Fund
					\$ (2,600.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01NOPDKIHVE47yun5 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		August 2019 Analysis - McDonald's	16236 · Pre-Treatment Lab Testing-WW	\$ (173.70)	1 General Fund
					\$ (173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01UYMJPUUQZ47yun 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		August 2019 Analysis	16172 · Laboratory Fees-W	\$ (1,380.00)	1 General Fund
					\$ (1,380.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01DPEOQZMVK47yun 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		August 2019 Analysis - Lakepointe WWTP	16272 · Laboratory Fees-WW	\$ (952.00)	1 General Fund
					\$ (952.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01EJCUYVXCS47yun 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		August 2019 Analysis - Buenos Aires	16236 · Pre-Treatment Lab Testing-WW	\$ (173.70)	1 General Fund
					\$ (173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01RQHSAFVUZ47yun 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		August 2019 Analysis - Roccos	16236 · Pre-Treatment Lab Testing-WW	\$ (173.70)	1 General Fund

West Travis County Public Utility Agency
Check Detail
October 2019

						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01HCYQVSGZY47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis	16172 · Laboratory Fees-W		\$	(522.00)	1 General Fund
						\$	(522.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ZLQDABIIV47yunc 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Bohls WWTP	16272 · Laboratory Fees-WW		\$	(945.00)	1 General Fund
						\$	(945.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01WZINVLSYE47yune 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Park Manor	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01ZUUPEDDFZ47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - WTP	16172 · Laboratory Fees-W		\$	(158.00)	1 General Fund
						\$	(158.00)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01WNCJCAKVF47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - HEB	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01BPUOCSMGI47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Target	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01UZGSCPYPQ47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Pizza Hut	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01RPFSEDRPT47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Chisos	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01EPGXVHPKK47yun 11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Maudie's	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund

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						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01RUGPGEQMP47yur11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Chick Fil A	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/04/2019	Aqua-Tech Laboratories, Inc	https://app.bill.com/BillPay?id=blp01TACHVMWOQ47yur11002 · Bill.com Money Out Clearing					
Bill	09/20/2019		August 2019 Analysis - Whole Foods	16236 · Pre-Treatment Lab Testing-WW		\$	(173.70)	1 General Fund
						\$	(173.70)	
Bill Pmt -Check	10/31/2019	Arbor Car Wash	https://app.bill.com/BillPay?id=blp01VPDTEHLWZ4c1gbl11002 · Bill.com Money Out Clearing					
Bill	09/30/2019		Car Wash & Lube Charges 9/30/2019	17702 · Vehicle Maint & Repair		\$	(752.43)	1 General Fund
						\$	(752.43)	
Bill Pmt -Check	10/16/2019	ARC Document Solutions	https://app.bill.com/BillPay?id=blp01LLIKDNLCN49v1111002 · Bill.com Money Out Clearing					
Bill	09/23/2019		Board Packet Printing - September 2019	17810 · Board Meeting Expense		\$	(371.02)	1 General Fund
						\$	(371.02)	
Bill Pmt -Check	10/31/2019	AT&T	https://app.bill.com/BillPay?id=blp01TBMDKGRCE4c1gbl11002 · Bill.com Money Out Clearing					
Bill	10/05/2019		Telephone Expense- Consolidated Bill	17892 · Telephone		\$	(875.14)	1 General Fund
						\$	(875.14)	
Bill Pmt -Check	10/01/2019	AT&T- Internet	https://app.bill.com/BillPay?id=blp01QWAEVADTL47yt9t11002 · Bill.com Money Out Clearing					
Bill	09/11/2019		Subscriber/Router	17893 · Internet		\$	(90.75)	1 General Fund
			Phone Service	17892 · Telephone		\$	(628.12)	1 General Fund
						\$	(718.87)	
Bill Pmt -Check	10/31/2019	AT&T- Internet	https://app.bill.com/BillPay?id=blp01QGUGUFUXP4c1ga11002 · Bill.com Money Out Clearing					
Bill	10/11/2019		Subscriber/Router	17893 · Internet		\$	(90.75)	1 General Fund
			Phone Service	17892 · Telephone		\$	(628.69)	1 General Fund
						\$	(719.44)	
Bill Pmt -Check	10/16/2019	AT&T Mobility-CC	https://app.bill.com/BillPay?id=blp01GZWYRUHRH49v1111002 · Bill.com Money Out Clearing					
Bill	09/24/2019		SCADA System Cellular Network- 8/19/19 - 9/18/19	16162 · Telephone-W		\$	(427.50)	1 General Fund
			SCADA System Cellular Network- 8/19/19 - 9/18/19	16262 · Telephone-WW		\$	(427.50)	1 General Fund
						\$	(855.00)	

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Bill Pmt -Check	10/01/2019	AT&T Wireless	https://app.bill.com/BillPay?id=blp01YLNOLVAE47yt9n 11002 · Bill.com Money Out Clearing			
Bill	09/04/2019		Staff Wireless Expense - 8/5/2019 - 9/4/2019	16162 · Telephone-W	\$ (645.37)	1 General Fund
			Staff Wireless Expense - 8/5/2019 - 9/4/2019	16262 · Telephone-WWW	\$ (645.36)	1 General Fund
					<u>\$ (1,290.73)</u>	
Bill Pmt -Check	10/16/2019	AT&T Wireless	https://app.bill.com/BillPay?id=blp01FTMRVIRUU49v10x 11002 · Bill.com Money Out Clearing			
Bill	10/04/2019		Staff Wireless Expense - 9/5/2019 - 10/4/2019	16162 · Telephone-W	\$ (654.39)	1 General Fund
			Staff Wireless Expense - 9/5/2019 - 10/4/2019	16262 · Telephone-WWW	\$ (654.39)	1 General Fund
					<u>\$ (1,308.78)</u>	
Bill Pmt -Check	10/02/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01XFTMUBPTD46qjgq 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Monthly Billing - Bee Cave South - August 2019	17105 · Billing System & Support	\$ (1,696.44)	1 General Fund
					<u>\$ (1,696.44)</u>	
Bill Pmt -Check	10/02/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01UZYAECDR46qjgr 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Monthly Billing - Homestead Meadow - August 2019	17105 · Billing System & Support	\$ (196.75)	1 General Fund
					<u>\$ (196.75)</u>	
Bill Pmt -Check	10/02/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01QRSVDSJCW46qjgr 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Monthly Billing - 290-HPR - August 2019	17105 · Billing System & Support	\$ (2,391.05)	1 General Fund
					<u>\$ (2,391.05)</u>	
Bill Pmt -Check	10/16/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01DAFULBFWW49v10 11002 · Bill.com Money Out Clearing			
Bill	09/30/2019		Monthly Billing - Bee Cave - September 2019	17105 · Billing System & Support	\$ (2,700.92)	1 General Fund
					<u>\$ (2,700.92)</u>	
Bill Pmt -Check	10/31/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01AXNTLLYXX4c1g9r 11002 · Bill.com Money Out Clearing			
Bill	10/19/2019		Monthly Billing - Homestead Meadow - September 2019	17105 · Billing System & Support	\$ (196.75)	1 General Fund
					<u>\$ (196.75)</u>	
Bill Pmt -Check	10/31/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01IZFNRAZCR4c1g9s 11002 · Bill.com Money Out Clearing			
Bill	10/19/2019		Monthly Billing - 290-HPR - September 2019	17105 · Billing System & Support	\$ (2,408.29)	1 General Fund
					<u>\$ (2,408.29)</u>	
Bill Pmt -Check	10/31/2019	AVR Inc.	https://app.bill.com/BillPay?id=blp01ITZCUXKBA4c1g9t 11002 · Bill.com Money Out Clearing			
Bill	10/19/2019		Monthly Billing - Bee Cave South - September 2019	17105 · Billing System & Support	\$ (1,691.51)	1 General Fund

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					\$	(1,691.51)	
Bill Pmt -Check	10/24/2019	BB&T - Gonzales	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(510.10)	1 General Fund
					\$	(510.10)	
Bill Pmt -Check	10/24/2019	BB&T - Harkrider	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(1,277.84)	1 General Fund
					\$	(1,277.84)	
Bill Pmt -Check	10/24/2019	BB&T - Jeffrey	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(2,120.32)	1 General Fund
					\$	(2,120.32)	
Bill Pmt -Check	10/24/2019	BB&T - Main Office 4972	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(2,537.20)	1 General Fund
					\$	(2,537.20)	
Bill Pmt -Check	10/24/2019	BB&T - Rendon	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(1,201.54)	1 General Fund
					\$	(1,201.54)	
Bill Pmt -Check	10/24/2019	BB&T - Riechers.	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(529.52)	1 General Fund
					\$	(529.52)	
Bill Pmt -Check	10/24/2019	BB&T - Sarot	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(286.40)	1 General Fund
					\$	(286.40)	
Bill Pmt -Check	10/24/2019	BB&T - Schwabe	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(4.79)	1 General Fund
					\$	(4.79)	
Bill Pmt -Check	10/24/2019	BB&T - Sifuentes	ACH	11118 - Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(2,868.52)	1 General Fund

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					\$	(2,868.52)	
Bill Pmt -Check	10/24/2019	BB&T - Smith	ACH	11118 · Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(2,880.87)	1 General Fund
					\$	(2,880.87)	
Bill Pmt -Check	10/24/2019	BB&T - Strickland	ACH	11118 · Manager Ckg 8314			
Bill	10/04/2019		Credit Card Purchases		\$	(245.00)	1 General Fund
					\$	(245.00)	
Bill Pmt -Check	10/01/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01AESREJUYC47yta3	11002 · Bill.com Money Out Clearing			
Bill	09/13/2019		Chemicals - WTP	16130 · Chemicals-W	\$	(3,798.50)	1 General Fund
					\$	(3,798.50)	
Bill Pmt -Check	10/16/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01GZJRTGDOZ49v0yt	11002 · Bill.com Money Out Clearing			
Bill	09/25/2019		Chemicals - WTP	16130 · Chemicals-W	\$	(4,790.50)	1 General Fund
					\$	(4,790.50)	
Bill Pmt -Check	10/16/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01DDUYRTGXM49v0y	11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		Chemicals - WTP	16130 · Chemicals-W	\$	(11,218.82)	1 General Fund
					\$	(11,218.82)	
Bill Pmt -Check	10/17/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01LITSFIEJJ49v0yr	11002 · Bill.com Money Out Clearing			
Bill	10/01/2019		Chemicals - WTP	16130 · Chemicals-W	\$	(13,663.28)	1 General Fund
					\$	(13,663.28)	
Bill Pmt -Check	10/17/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01ZNSQLQDHL49v0yt	11002 · Bill.com Money Out Clearing			
Bill	10/01/2019		Chemicals - WTP	16130 · Chemicals-W	\$	(4,554.10)	1 General Fund
					\$	(4,554.10)	
Bill Pmt -Check	10/31/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01EVYTUXROJ4c1g7t	11002 · Bill.com Money Out Clearing			
Bill	10/15/2019		Chemicals - Bohls WWTP	16201 · Maintenance & Repairs-WW	\$	(600.94)	1 General Fund
					\$	(600.94)	
Bill Pmt -Check	10/31/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01LYRUBVFII4c1g7w	11002 · Bill.com Money Out Clearing			
Bill	10/09/2019		Chemicals - WTP	16101 · Maintenance & Repairs-W	\$	(4,863.94)	1 General Fund

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					\$	(4,863.94)	
Bill Pmt -Check	10/31/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01MLFZCFUOR4c1g7v11002	Bill.com Money Out Clearing			
Bill	10/15/2019	Chemicals - Lakepointe WWTP	16201 · Maintenance & Repairs-WW	\$	(600.94)	1 General Fund	
				\$	(600.94)		
Bill Pmt -Check	10/31/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01HDSHIGAYR4c1g7v11002	Bill.com Money Out Clearing			
Bill	10/10/2019	Chemicals - WTP	16101 · Maintenance & Repairs-W	\$	(4,048.50)	1 General Fund	
				\$	(4,048.50)		
Bill Pmt -Check	10/31/2019	Brenntag Southwest Inc.	https://app.bill.com/BillPay?id=blp01VKJPBAZGA4c1g7v11002	Bill.com Money Out Clearing			
Bill	10/02/2019	Chemicals - Bohls WWTP	16230 · Chemicals-WW	\$	(446.28)	1 General Fund	
				\$	(446.28)		
Bill Pmt -Check	10/17/2019	Capitol City Janitorial, Inc	https://app.bill.com/BillPay?id=blp01ICENQQSDB49v10911002	Bill.com Money Out Clearing			
Bill	10/01/2019	Monthly Janitorial Services - October 2019	17815 · Janitorial	\$	(311.76)	1 General Fund	
				\$	(311.76)		
Bill Pmt -Check	10/31/2019	CFG Industries, LLC	https://app.bill.com/BillPay?id=blp01AHJYWOFFI4c1gc511002	Bill.com Money Out Clearing			
Bill	10/11/2019	Pay App #14 - Tank and Pump Station Coating Imp.	45040 · Tank & PS Repainting-C	\$	(19,576.75)	2 Facilities Fund	
				\$	(19,576.75)		
Bill Pmt -Check	10/31/2019	Champion Power Products, Inc	https://app.bill.com/BillPay?id=blp01WOIYAYSTB4c1g7c11002	Bill.com Money Out Clearing			
Bill	10/09/2019	#2 Tube, ACH Pumps	16101 · Maintenance & Repairs-W	\$	(148.86)	1 General Fund	
				\$	(148.86)		
Bill Pmt -Check	10/31/2019	Champion Power Products, Inc	https://app.bill.com/BillPay?id=blp01ODRFUHCCC4c1g711002	Bill.com Money Out Clearing			
Bill	10/16/2019	Repair kits for our Walchem LAS pumps	16101 · Maintenance & Repairs-W	\$	(317.86)	1 General Fund	
				\$	(317.86)		
Bill Pmt -Check	10/01/2019	Chem Equip	https://app.bill.com/BillPay?id=blp01TRHQWFPX47yt9:11002	Bill.com Money Out Clearing			
Bill	09/11/2019	Bohls WWTP - Services Performed on Chlorination Equipme	16201 · Maintenance & Repairs-WW	\$	(1,081.25)	1 General Fund	
				\$	(1,081.25)		
Bill Pmt -Check	10/01/2019	Chem Equip	https://app.bill.com/BillPay?id=blp01SOFQNWETO47yt9:11002	Bill.com Money Out Clearing			
Bill	09/11/2019	Lakepointe WWTP-Services Performed on Chlorination Equi	16201 · Maintenance & Repairs-WW	\$	(5,876.00)	1 General Fund	

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					\$ (5,876.00)	
Bill Pmt -Check	10/16/2019	City of Austin 04065 16047	ACH	11118 · Manager Ckg 8314		
Bill	09/27/2019		Utility Expense	16261 · Electric-WW	\$ (215.50)	1 General Fund
					\$ (215.50)	
Bill Pmt -Check	10/16/2019	City of Austin 07107 11753	https://app.bill.com/BillPay?id=blp01QWPEUVSKC49v10	11002 · Bill.com Money Out Clearing		
Bill	10/09/2019		Utility Expense	16261 · Electric-WW	\$ (10,591.95)	1 General Fund
			Utility Expense	16161 · Electric-W	\$ (90,678.97)	1 General Fund
			Utility Expense	17891 · Electric	\$ (227.45)	1 General Fund
					\$ (101,498.37)	
Bill Pmt -Check	10/01/2019	City of Austin 22455 82422	ACH	11118 · Manager Ckg 8314		
Bill	09/16/2019		Utility Expense	16261 · Electric-WW	\$ (48.10)	1 General Fund
					\$ (48.10)	
Bill Pmt -Check	10/31/2019	City of Austin 22455 82422	ACH	11118 · Manager Ckg 8314		
Bill	10/15/2019		Utility Expense	16261 · Electric-WW	\$ (49.41)	1 General Fund
					\$ (49.41)	
Bill Pmt -Check	10/01/2019	City of Austin 39852 19450	ACH	11118 · Manager Ckg 8314		
Bill	09/17/2019		Utility Expense	16261 · Electric-WW	\$ (178.05)	1 General Fund
					\$ (178.05)	
Bill Pmt -Check	10/31/2019	City of Austin 39852 19450	ACH	11118 · Manager Ckg 8314		
Bill	10/16/2019		Utility Expense	16261 · Electric-WW	\$ (192.57)	1 General Fund
					\$ (192.57)	
Bill Pmt -Check	10/16/2019	City of Austin 39975 21324	https://app.bill.com/BillPay?id=blp01TSJTVGIHP49v10v	11002 · Bill.com Money Out Clearing		
Bill	10/11/2019		Utility Expense	16161 · Electric-W	\$ (120.41)	1 General Fund
					\$ (120.41)	
Bill Pmt -Check	10/16/2019	City of Austin 44118 09855	https://app.bill.com/BillPay?id=blp01HPYFPQJJN49v11q	11002 · Bill.com Money Out Clearing		
Bill	10/03/2019		Utility Expense - WW	16261 · Electric-WW	\$ (10,803.91)	1 General Fund
			Utility Expense - W	16161 · Electric-W	\$ (14,645.62)	1 General Fund
					\$ (25,449.53)	

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Bill Pmt -Check	10/01/2019	City of Austin 54002 73163	https://app.bill.com/BillPay?id=blp01MFTRZLVLG47yunt11002 · Bill.com Money Out Clearing			
Bill	09/18/2019		Utility Expense	16261 · Electric-WW	\$ (170.31)	1 General Fund
					\$ (170.31)	
Bill Pmt -Check	10/31/2019	City of Austin 54002 73163	ACH	11118 · Manager Ckg 8314		
Bill	10/17/2019		Utility Expense	16261 · Electric-WW	\$ (165.31)	1 General Fund
					\$ (165.31)	
Bill Pmt -Check	10/31/2019	City of Austin 71822 19829	ACH	11118 · Manager Ckg 8314		
Bill	10/14/2019		Utility Expense	16161 · Electric-W	\$ (17,420.75)	1 General Fund
			Utility Expense	16261 · Electric-WW	\$ (284.32)	1 General Fund
					\$ (17,705.07)	
Bill Pmt -Check	10/16/2019	Comdata Universal Mastercard	ACH	11118 · Manager Ckg 8314		
Bill	10/01/2019		Fuel 9/2/2019 - 10/1/2019	17701 · Vehicle Fuel	\$ (7,278.24)	1 General Fund
					\$ (7,278.24)	
Bill Pmt -Check	10/03/2019	Core & Main LP	https://app.bill.com/BillPay?id=blp01QNPSBNXTV47yuo11002 · Bill.com Money Out Clearing			
Bill	09/18/2019		Bee Cave Pkwy - Supplies for Repair	16101 · Maintenance & Repairs-W	\$ (99.57)	1 General Fund
					\$ (99.57)	
Bill Pmt -Check	10/31/2019	Core & Main LP	https://app.bill.com/BillPay?id=blp01RUYJQGTCM4c1g811002 · Bill.com Money Out Clearing			
Bill	10/03/2019		Stock - Hydraulic Repair Kit	16101 · Maintenance & Repairs-W	\$ (1,330.14)	1 General Fund
					\$ (1,330.14)	
Bill Pmt -Check	10/31/2019	Core & Main LP	https://app.bill.com/BillPay?id=blp01CJLLFQBYP4c1g8911002 · Bill.com Money Out Clearing			
Bill	10/14/2019		Stock - Collar Leak	16101 · Maintenance & Repairs-W	\$ (306.56)	1 General Fund
					\$ (306.56)	
Bill Pmt -Check	10/31/2019	Core & Main LP	https://app.bill.com/BillPay?id=blp01MOIVBNUSV4c1g8z11002 · Bill.com Money Out Clearing			
Bill	10/08/2019		Sawyer Ranch - 2" Air Release Valve	16101 · Maintenance & Repairs-W	\$ (396.29)	1 General Fund
					\$ (396.29)	
Bill Pmt -Check	10/01/2019	Cornerstone Plant Maintenance, LLC	https://app.bill.com/BillPay?id=blp01SGZQMAHVB47yt911002 · Bill.com Money Out Clearing			
Bill	09/05/2019		PS #1 - Misc. Repairs on Site	16101 · Maintenance & Repairs-W	\$ (440.00)	1 General Fund
					\$ (440.00)	

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Bill Pmt -Check	10/31/2019	CP&Y	https://app.bill.com/BillPay?id=blp01PFWHMTXYN4c1gc11002 · Bill.com Money Out Clearing			
Bill	10/03/2019		Uplands WTP Trident / Office Building and High Svc Pump	45025 · Uplands WTP Off/Trident Bld-D&A	\$ (7,247.50)	2 Facilities Fund
					<u>\$ (7,247.50)</u>	
Bill Pmt -Check	10/16/2019	Crocker Crane Rentals	https://app.bill.com/BillPay?id=blp01ISBLRTPSH49v6k811002 · Bill.com Money Out Clearing			
Bill	09/18/2019		Boom Truck With Operator for Effluent Pump #4	16201 · Maintenance & Repairs-WW	\$ (742.50)	1 General Fund
					<u>\$ (742.50)</u>	
Bill Pmt -Check	10/31/2019	Crocker Crane Rentals	https://app.bill.com/BillPay?id=blp01YAFJMOSRN4c1ga11002 · Bill.com Money Out Clearing			
Bill	10/08/2019		Lakepointe WWTP - 28 Ton Boom Truck with Operator	16201 · Maintenance & Repairs-WW	\$ (825.00)	1 General Fund
					<u>\$ (825.00)</u>	
Bill Pmt -Check	10/04/2019	D.A.D.'s Lawn Services, LLC	https://app.bill.com/BillPay?id=blp01DWCSRDCPE46qfj411002 · Bill.com Money Out Clearing			
Bill	09/04/2019		Monthly Ground Maintenance	16110 · Grounds Maintenance-W	\$ (2,550.00)	1 General Fund
			Monthly Ground Maintenance	16210 · Grounds Maintenance-WW	\$ (3,250.00)	1 General Fund
					<u>\$ (5,800.00)</u>	
Bill Pmt -Check	10/01/2019	Diligent Delivery Systems	https://app.bill.com/BillPay?id=blp01JUSYJYMTF47yt9h11002 · Bill.com Money Out Clearing			
Bill	08/31/2019		Courier Service - 8/1/2019 - 8/31/2019	17855 · Postage & Delivery	\$ (33.88)	1 General Fund
					<u>\$ (33.88)</u>	
Bill Pmt -Check	10/16/2019	Diligent Delivery Systems	https://app.bill.com/BillPay?id=blp01IZQANMIOS49v10h11002 · Bill.com Money Out Clearing			
Bill	09/30/2019		Courier Service - 9/1/2019 - 9/30/2019	17855 · Postage & Delivery	\$ (194.64)	1 General Fund
					<u>\$ (194.64)</u>	
Bill Pmt -Check	10/16/2019	Diligent Delivery Systems	https://app.bill.com/BillPay?id=blp01ZRHHWJTSI49v6I411002 · Bill.com Money Out Clearing			
Bill	08/31/2019		Courier Service - 8/1/2019 - 8/31/2019	17855 · Postage & Delivery	\$ (207.50)	1 General Fund
					<u>\$ (207.50)</u>	
Bill Pmt -Check	10/31/2019	Discount Tire	https://app.bill.com/BillPay?id=blp01NJCGUHBUI4c1gb111002 · Bill.com Money Out Clearing			
Bill	10/07/2019		Truck # 504 - Changed out Flat Tire	17702 · Vehicle Maint & Repair	\$ (28.25)	1 General Fund
					<u>\$ (28.25)</u>	
Bill Pmt -Check	10/31/2019	DN Tanks, Inc	https://app.bill.com/BillPay?id=blp01MZSELXYFH4c1gc311002 · Bill.com Money Out Clearing			

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Bill	09/25/2019		WBCPS GST - Pay App 1	26220 · WBCPS GST 2 Upgrade Ph 2&3-C	\$ (189,157.35)	5 Capital Projects Fund
					\$ (189,157.35)	
Bill Pmt -Check	10/31/2019	DSHS Central Lab	https://app.bill.com/BillPay?id=blp01VVBSHOTSL4c1gbr11002 · Bill.com Money Out Clearing			
Bill	10/02/2019		Lab Fees	16172 · Laboratory Fees-W	\$ (470.52)	1 General Fund
					\$ (470.52)	
Bill Pmt -Check	10/31/2019	Elliott Electric Supply, Inc	https://app.bill.com/BillPay?id=blp01PNDKKMLOX4c1g811002 · Bill.com Money Out Clearing			
Bill	10/11/2019		Eater Chem Pump - Supplies	16101 · Maintenance & Repairs-W	\$ (379.52)	1 General Fund
					\$ (379.52)	
Bill Pmt -Check	10/31/2019	Elliott Electric Supply, Inc	https://app.bill.com/BillPay?id=blp01CYYUKJRFZ4c1g8e11002 · Bill.com Money Out Clearing			
Bill	10/11/2019		Eater Chem Pump - Supplies	16101 · Maintenance & Repairs-W	\$ (444.69)	1 General Fund
					\$ (444.69)	
Bill Pmt -Check	10/31/2019	Elliott Electric Supply, Inc	https://app.bill.com/BillPay?id=blp01MIGYIOKCB4c1g8f11002 · Bill.com Money Out Clearing			
Bill	10/01/2019		Chem Building/Building 8 - Emergency LED Lamp	16101 · Maintenance & Repairs-W	\$ (358.98)	1 General Fund
					\$ (358.98)	
Bill Pmt -Check	10/16/2019	Evergreen Southwest	https://app.bill.com/BillPay?id=blp01FWPUTFCYS49v11r11002 · Bill.com Money Out Clearing			
Bill	09/22/2019		10 Micro-Solve 5 Gal Buckets	16230 · Chemicals-WWW	\$ (2,500.00)	1 General Fund
					\$ (2,500.00)	
Bill Pmt -Check	10/16/2019	Fastest Labs of Central Austin	https://app.bill.com/BillPay?id=blp01RCHTXRUST49v11v11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		Urine Analysis & DMV Reports - 2 New Hires	17825 · Medical & Testing	\$ (95.00)	1 General Fund
					\$ (95.00)	
Bill Pmt -Check	10/16/2019	Ferguson Enterprises, Inc.	https://app.bill.com/BillPay?id=blp01DNIVPEGLZ49v11z11002 · Bill.com Money Out Clearing			
Bill	10/10/2019		Bohls WWTP - Ring Gaskets	16101 · Maintenance & Repairs-W	\$ (28.27)	1 General Fund
					\$ (28.27)	
Bill Pmt -Check	10/16/2019	Ferguson Enterprises, Inc.	https://app.bill.com/BillPay?id=blp01DYSTCVWPN49v6k11002 · Bill.com Money Out Clearing			
Bill	09/25/2019		Home Depot - PRV	16101 · Maintenance & Repairs-W	\$ (497.22)	1 General Fund
					\$ (497.22)	
Bill Pmt -Check	10/31/2019	Fluid Meter Service, Corp	https://app.bill.com/BillPay?id=blp01ABFTIISXD4c1gal11002 · Bill.com Money Out Clearing			

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Bill	10/15/2019		6" Cla-Val - Pressure Reducing & Sustaining	16101 · Maintenance & Repairs-W	\$ (4,500.00)	1 General Fund
					\$ (4,500.00)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01WGBNGZDVI49v6m 11002 · Bill.com Money Out Clearing			
Bill	05/15/2019		Oil & Filter Service - Truck #008	17702 · Vehicle Maint & Repair	\$ (105.73)	1 General Fund
					\$ (105.73)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01TYANMHLFF49v6m 11002 · Bill.com Money Out Clearing			
Bill	05/16/2019		Oil & Filter Service - Truck #801	17702 · Vehicle Maint & Repair	\$ (71.94)	1 General Fund
					\$ (71.94)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01UOVWXLVZD49v6lt 11002 · Bill.com Money Out Clearing			
Bill	06/20/2019		Safety Inspection - Truck #501	17702 · Vehicle Maint & Repair	\$ (81.32)	1 General Fund
					\$ (81.32)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01YLHJQDHWJ49v6k 11002 · Bill.com Money Out Clearing			
Bill	09/05/2019		4 Wheel Alignment & Oil/Filter Service - Truck #704	17702 · Vehicle Maint & Repair	\$ (182.14)	1 General Fund
					\$ (182.14)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01UEOOXGZU49v6k 11002 · Bill.com Money Out Clearing			
Bill	06/25/2019		State Safety Inspection - Truck #802	17702 · Vehicle Maint & Repair	\$ (7.00)	1 General Fund
					\$ (7.00)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01JLXCJDCNU49v6lq 11002 · Bill.com Money Out Clearing			
Bill	06/25/2019		Oil & Filter Service - Truck #508	17702 · Vehicle Maint & Repair	\$ (159.80)	1 General Fund
					\$ (159.80)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01VNDXAUVBV49v6kj 11002 · Bill.com Money Out Clearing			
Bill	09/10/2019		Emissions & Safety Inspection - Truck #702	17702 · Vehicle Maint & Repair	\$ (18.50)	1 General Fund
					\$ (18.50)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01MBFFKQHYX49v6m 11002 · Bill.com Money Out Clearing			
Bill	05/21/2019		Oil & Filter Service - Truck #007	17702 · Vehicle Maint & Repair	\$ (55.14)	1 General Fund
					\$ (55.14)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01HIVZUIPPD49v6iy 11002 · Bill.com Money Out Clearing			

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Bill	05/31/2019		Tire Repair - Truck #901	17702 · Vehicle Maint & Repair	\$ (53.47)	1 General Fund
					\$ (53.47)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01NHEHNCBSX49v6lv11002 · Bill.com Money Out Clearing			
Bill	06/07/2019		A/C Evac & Recharge - Truck #504	17702 · Vehicle Maint & Repair	\$ (326.73)	1 General Fund
					\$ (326.73)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01RLLCLCFMD49v6kr11002 · Bill.com Money Out Clearing			
Bill	09/05/2019		Fixed Right Rear Tire Leak - Truck #703	17702 · Vehicle Maint & Repair	\$ (41.94)	1 General Fund
					\$ (41.94)	
Bill Pmt -Check	10/16/2019	GB Auto Service, Inc	https://app.bill.com/BillPay?id=blp01XENQYPCMC49v6lr11002 · Bill.com Money Out Clearing			
Bill	08/14/2019		Oil & Filter Service - Truck #702	17702 · Vehicle Maint & Repair	\$ (69.40)	1 General Fund
					\$ (69.40)	
Bill Pmt -Check	10/16/2019	Grainger	https://app.bill.com/BillPay?id=blp01ZQMMVIFVD49v0yz11002 · Bill.com Money Out Clearing			
Bill	09/23/2019		1515 Resaca Unit #5 - Warning Lamp	16201 · Maintenance & Repairs-WW	\$ (51.78)	1 General Fund
					\$ (51.78)	
Bill Pmt -Check	10/17/2019	Grainger	https://app.bill.com/BillPay?id=blp01OKBYFFMSO49v1011002 · Bill.com Money Out Clearing			
Bill	10/01/2019		Vapex - Capacitor & Relay for Compressor	16201 · Maintenance & Repairs-WW	\$ (64.80)	1 General Fund
					\$ (64.80)	
Bill Pmt -Check	10/16/2019	Grainger	https://app.bill.com/BillPay?id=blp01HOEHQPGOH49v0y11002 · Bill.com Money Out Clearing			
Bill	09/26/2019		Shop Supplies - Material to Make Pressure Test Tool	16201 · Maintenance & Repairs-WW	\$ (44.84)	1 General Fund
					\$ (44.84)	
Bill Pmt -Check	10/16/2019	Grainger	https://app.bill.com/BillPay?id=blp01DDARFNYP49v0y11002 · Bill.com Money Out Clearing			
Bill	09/30/2019		HSP Building - Belts for Exhaust Fans	16101 · Maintenance & Repairs-W	\$ (20.48)	1 General Fund
					\$ (20.48)	
Bill Pmt -Check	10/31/2019	Grainger	https://app.bill.com/BillPay?id=blp01VHAFFOQBM4c1gb11002 · Bill.com Money Out Clearing			
Bill	10/07/2019		Stock - Oil Dispenser	16101 · Maintenance & Repairs-W	\$ (73.19)	1 General Fund
			Stock - Oil Dispenser	16201 · Maintenance & Repairs-WW	\$ (73.19)	1 General Fund
					\$ (146.38)	
Bill Pmt -Check	10/01/2019	Guardian Industrial Supply LLC	https://app.bill.com/BillPay?id=blp01EMYLYSDCV47yt9l11002 · Bill.com Money Out Clearing			

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Bill	09/03/2019	Lift Station #5	16201 · Maintenance & Repairs-WW	\$ (890.69)	1 General Fund
				\$ (890.69)	
Bill Pmt -Check	10/31/2019	Guardian Industrial Supply LLC	https://app.bill.com/BillPay?id=blp01RABDPGRUT4c1g711002 · Bill.com Money Out Clearing		
Bill	10/16/2019	Raw Chemical Pump - Supplies for Repair	16101 · Maintenance & Repairs-W	\$ (206.55)	1 General Fund
				\$ (206.55)	
Bill Pmt -Check	10/31/2019	Guardian Industrial Supply LLC	https://app.bill.com/BillPay?id=blp01DDQPHQMKs4c1g711002 · Bill.com Money Out Clearing		
Bill	10/07/2019	Pump Station #7 - Bulb Removal Tool	16101 · Maintenance & Repairs-W	\$ (215.10)	1 General Fund
				\$ (215.10)	
Bill Pmt -Check	10/31/2019	Hach Company	https://app.bill.com/BillPay?id=blp01JCEYDCPQB4c1ga11002 · Bill.com Money Out Clearing		
Bill	10/11/2019	Desiccant Cartridge, Membrane Replacement Kit & Total Electrolyte for CLT	16101 · Maintenance & Repairs-W	\$ (237.27)	1 General Fund
				\$ (237.27)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01IOSLQGWVZ49v0zt11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Ledgestone Commercial - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,400.00)	1 General Fund
				\$ (1,400.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01CXIAHYJRX49v0zc11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Extra Space Storage Facility - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (700.00)	1 General Fund
				\$ (700.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01EHTLDSWIH49v0zd11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	McGuire Event Center - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,050.00)	1 General Fund
				\$ (1,050.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01LECAKNXXD49v0zc11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Cobra Stone-Engineering Fees	16175 · SER Legal & Engineer Fees-W	\$ (1,400.00)	1 General Fund
				\$ (1,400.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01ZGRHXIIGH49v0zf11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Parten Ranch Amenity Center - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,050.00)	1 General Fund
				\$ (1,050.00)	

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Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01RKCYCUNVH49v0zj 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	The Piazza Center - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,050.00)	1 General Fund
				\$ (1,050.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01KGWHUDTKS49v0z 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Bee Cave Office - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,050.00)	1 General Fund
				\$ (1,050.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01IAWNCHTFB49v0zi 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Forbes Tract - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,050.00)	1 General Fund
				\$ (1,050.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01TDQKUZCND49v0zj 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Provence PH3A - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (350.00)	1 General Fund
				\$ (350.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01LRLIYNQBX49v0zk 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Mantra Medical - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (2,275.00)	1 General Fund
				\$ (2,275.00)	
Bill Pmt -Check	10/16/2019	Halff Associates, Inc.	https://app.bill.com/BillPay?id=blp01GHMMDAYTJ49v0z 11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Fitzhugh 10 - Engineering Review	16175 · SER Legal & Engineer Fees-W	\$ (1,575.00)	1 General Fund
				\$ (1,575.00)	
Bill Pmt -Check	10/31/2019	Hamilton Electric Works, Inc.	https://app.bill.com/BillPay?id=blp01UDZOJFAXS4c1gbf 11002 · Bill.com Money Out Clearing		
Bill	10/03/2019	Lift Station #11 - Transformer Oil	16201 · Maintenance & Repairs-WW	\$ (40.80)	1 General Fund
				\$ (40.80)	
Bill Pmt -Check	10/31/2019	Harrington Industrial Plastics, LLC	https://app.bill.com/BillPay?id=blp01MAHYLNFQL4c1ga 11002 · Bill.com Money Out Clearing		
Bill	10/08/2019	Clarifier Pump #2	16101 · Maintenance & Repairs-W	\$ (155.32)	1 General Fund
				\$ (155.32)	
Bill Pmt -Check	10/16/2019	Hill Country Electric Supply LP	https://app.bill.com/BillPay?id=blp01ZWXLNNKLE49v6is 11002 · Bill.com Money Out Clearing		
Bill	10/02/2019	Lift Station #16	16201 · Maintenance & Repairs-WW	\$ (331.65)	1 General Fund
				\$ (331.65)	

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Bill Pmt -Check	10/16/2019	Hill Country Electric Supply LP	https://app.bill.com/BillPay?id=blp01VKRUYFFAC49v6iu 11002 · Bill.com Money Out Clearing			
Bill	09/18/2019	Lift Station #10	16201 · Maintenance & Repairs-WW	\$ (331.65)	1 General Fund	
				<u>\$ (331.65)</u>		
Bill Pmt -Check	10/16/2019	Hill Country Office Systems	https://app.bill.com/BillPay?id=blp01XZIPZOZJH49v6li 11002 · Bill.com Money Out Clearing			
Bill	09/24/2019	Quarterly Copy Machine Maintenance - 6/25/19 - 9/24/19	17840 · Office Equipment	\$ (723.18)	1 General Fund	
				<u>\$ (723.18)</u>		
Bill Pmt -Check	10/08/2019	Hill Country Texas Galleria, LLC	https://app.bill.com/BillPay?id=blp01CBCNYNXPI48zfkz 11002 · Bill.com Money Out Clearing			
Bill	10/01/2019	Lease Expense	17125 · Occupancy	\$ (10,492.20)	1 General Fund	
		Operating Costs	17125 · Occupancy	\$ (4,954.10)	1 General Fund	
		August Meter Read #1	17125 · Occupancy	\$ (14.81)	1 General Fund	
		August Meter Read #2	17125 · Occupancy	\$ (3.36)	1 General Fund	
				<u>\$ (15,464.47)</u>		
Bill Pmt -Check	10/31/2019	Hill Country Texas Galleria, LLC	https://app.bill.com/BillPay?id=blp01KZWZATHWF4c1gb 11002 · Bill.com Money Out Clearing			
Bill	11/01/2019	Lease Expense	17125 · Occupancy	\$ (10,492.20)	1 General Fund	
		Operating Costs	17125 · Occupancy	\$ (4,954.10)	1 General Fund	
		October Meter Read #1	17125 · Occupancy	\$ (24.09)	1 General Fund	
		October Meter Read #2	17125 · Occupancy	\$ (6.36)	1 General Fund	
				<u>\$ (15,476.75)</u>		
Bill Pmt -Check	10/16/2019	HydroPro Solutions, LLC	https://app.bill.com/BillPay?id=blp01BLTITKRVQ49v11d 11002 · Bill.com Money Out Clearing			
Bill	09/25/2019	Octave ENC MOD W/25' Nicor	16101 · Maintenance & Repairs-W	\$ (128.57)	1 General Fund	
				<u>\$ (128.57)</u>		
Bill Pmt -Check	10/16/2019	Impact Fire Services, LLC	https://app.bill.com/BillPay?id=blp01XSFKJPKHD49v6lc 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019	Building B/Chem Building - Annual Fire Alarm Inspec..	16180 · Contracted Services-W	\$ (1,475.00)	1 General Fund	
				<u>\$ (1,475.00)</u>		
Bill Pmt -Check	10/16/2019	Impact Fire Services, LLC	https://app.bill.com/BillPay?id=blp01NSAKWQCVP49v6k 11002 · Bill.com Money Out Clearing			
Bill	09/23/2019	Bohls WWTP - Annual Fire Alarm Inspections	16280 · Contracted Services-WW	\$ (750.00)	1 General Fund	
				<u>\$ (750.00)</u>		
Bill Pmt -Check	10/31/2019	Impact Fire Services, LLC	https://app.bill.com/BillPay?id=blp01WCISZGNSH4c1gbz 11002 · Bill.com Money Out Clearing			
Bill	10/18/2019	WTP Chem Building - Repair to Main System Valve	16180 · Contracted Services-W	\$ (1,775.00)	1 General Fund	
				<u>\$ (1,775.00)</u>		

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Bill Pmt -Check	10/16/2019	J & K Utility Services	https://app.bill.com/BillPay?id=blp01GRYKQCKBA49v6l:11002 · Bill.com Money Out Clearing		
Bill	08/30/2019	Lift Station #9 - Replaced Discharge Piping	16201 · Maintenance & Repairs-WWW	\$ (8,402.00)	1 General Fund
				\$ (8,402.00)	
Bill Pmt -Check	10/01/2019	Landmark Structures I, LP	https://app.bill.com/BillPay?id=blp01TSVLQEZBZ47yuns:11002 · Bill.com Money Out Clearing		
Bill	09/18/2019	1340 Elevated Storage Tank - Pay App #17	26130 · 1340 EST-C	\$ (12,530.50)	5 Capital Projects Fund
				\$ (12,530.50)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01BEWCOHAER49v0z:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	2019 Series Bond Issuance	17501 · General Counsel	\$ (215.00)	1 General Fund
				\$ (215.00)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01TTKIBGQNC49v0zs:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	TLAP Major Amendment	26310 · TLAP Major Amend Application	\$ (400.00)	5 Capital Projects Fund
				\$ (400.00)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01OPXYLJJHD49v0zu:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	Spanish Oaks	17501 · General Counsel	\$ (16.00)	1 General Fund
				\$ (16.00)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01XPBQYGXA49v0z:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	Bush Ranch SER Review-Ledgestone Commercial SER/NS:	16175 · SER Legal & Engineer Fees-W	\$ (132.50)	1 General Fund
				\$ (132.50)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01EJPXAMIDU49v0zw:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	Headwaters/Barton Creek Dev SER Review	17501 · General Counsel	\$ (601.80)	1 General Fund
				\$ (601.80)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01UYRFCZMDU49v0z:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	Spillman Ranch SER Review	16175 · SER Legal & Engineer Fees-W	\$ (396.10)	1 General Fund
				\$ (396.10)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01DCXFVFUXF49v0zy:11002 · Bill.com Money Out Clearing		
Bill	09/20/2019	Texas Compound SER Review	16175 · SER Legal & Engineer Fees-W	\$ (237.00)	1 General Fund
				\$ (237.00)	

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Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01UPRNWENJA49v0z 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	City of Dripping Springs	17501 · General Counsel	\$ (423.10)	1 General Fund	
				\$ (423.10)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01IEOKNUWLX49v100 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	Creeks Edge SER	16175 · SER Legal & Engineer Fees-W	\$ (238.00)	1 General Fund	
				\$ (238.00)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01LVXUBNZLX49v101 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	2018 LUA/CIP/IF Update	17501 · General Counsel	\$ (82.50)	1 General Fund	
				\$ (82.50)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01GQAXTYJLN49v102 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	Water Conservation & Drought Contingency	17501 · General Counsel	\$ (1,287.50)	1 General Fund	
				\$ (1,287.50)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01CRSZKPIRX49v103 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	General Counsel	17501 · General Counsel	\$ (7,500.00)	1 General Fund	
		Photocopying	17501 · General Counsel	\$ (320.40)	1 General Fund	
				\$ (7,820.40)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01IDJMXITU49v104 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	General Operations	17501 · General Counsel	\$ (749.90)	1 General Fund	
				\$ (749.90)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01JJIYPOIQD49v105 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	County Line Pump Station Southwest Parkway Pump Station	17501 · General Counsel	\$ (290.00)	1 General Fund	
				\$ (290.00)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01OTEPRVRGO49v106 11002 · Bill.com Money Out Clearing				
Bill	08/28/2019	2019 Series Bond Issuance	17501 · General Counsel	\$ (2,546.00)	1 General Fund	
				\$ (2,546.00)		
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend, https://app.bill.com/BillPay?id=blp01ISBRQPFLU49v106 11002 · Bill.com Money Out Clearing				
Bill	09/20/2019	Hatchett Tract	16175 · SER Legal & Engineer Fees-W	\$ (371.00)	1 General Fund	

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					\$	(371.00)	
Bill Pmt -Check	10/16/2019	Lloyd Gosselink Rochelle & Townsend,	https://app.bill.com/BillPay?id=blp01EJLPTORWF49v10111002 · Bill.com Money Out Clearing				
Bill	09/20/2019	2019 Rate Amendments	17501 · General Counsel	\$	(4,236.00)	1 General Fund	
				\$	(4,236.00)		
Bill Pmt -Check	10/16/2019	Lower Colorado River Authority	https://app.bill.com/BillPay?id=blp01WRORGBPP49v10111002 · Bill.com Money Out Clearing				
Bill	09/30/2019	Municipal - Reservation Fee	16120 · Raw Water-W	\$	(54,375.00)	1 General Fund	
		Municipal-Raw Water	16120 · Raw Water-W	\$	(58,206.47)	1 General Fund	
				\$	(112,581.47)		
Bill Pmt -Check	10/16/2019	Lower Colorado River Authority	https://app.bill.com/BillPay?id=blp01MPFDOYSCK49v10111002 · Bill.com Money Out Clearing				
Bill	09/30/2019	Municipal - Reservation Fee	16120 · Raw Water-W	\$	(2,718.75)	1 General Fund	
		Municipal-Raw Water	16120 · Raw Water-W	\$	(5,297.20)	1 General Fund	
				\$	(8,015.95)		
Bill Pmt -Check	10/16/2019	Marcelo's Sand & Loam	https://app.bill.com/BillPay?id=blp01VGNWWKLUV49v6j111002 · Bill.com Money Out Clearing				
Bill	09/30/2019	Sandy Loam & Level Dump Fee	16101 · Maintenance & Repairs-W	\$	(54.00)	1 General Fund	
				\$	(54.00)		
Bill Pmt -Check	10/16/2019	Marcelo's Sand & Loam	https://app.bill.com/BillPay?id=blp01HBHRBJWUX49v6j111002 · Bill.com Money Out Clearing				
Bill	09/30/2019	Standard Base	16101 · Maintenance & Repairs-W	\$	(206.64)	1 General Fund	
				\$	(206.64)		
Bill Pmt -Check	10/16/2019	Marcelo's Sand & Loam	https://app.bill.com/BillPay?id=blp01MWEBJDCJC49v6j111002 · Bill.com Money Out Clearing				
Bill	09/20/2019	Washed Concrete	16101 · Maintenance & Repairs-W	\$	(301.40)	1 General Fund	
				\$	(301.40)		
Bill Pmt -Check	10/16/2019	Marcelo's Sand & Loam	https://app.bill.com/BillPay?id=blp01GTGDFBCXV49v6j5111002 · Bill.com Money Out Clearing				
Bill	09/20/2019	Leveling Dump Fee	16101 · Maintenance & Repairs-W	\$	(12.00)	1 General Fund	
				\$	(12.00)		
Bill Pmt -Check	10/01/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01WZKRNXWKW47yt111002 · Bill.com Money Out Clearing				
Bill	09/10/2019	Utility Hose, Hose Washers, Gloves & 2X4-8'	16101 · Maintenance & Repairs-W	\$	(48.92)	1 General Fund	
				\$	(48.92)		
Bill Pmt -Check	10/01/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01YQZEKFKMO47yt9111002 · Bill.com Money Out Clearing				

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Bill	08/29/2019		Reunion Ranch - Flat Washer & Threaded Rods	16101 · Maintenance & Repairs-W	\$ (64.72)	1 General Fund
					\$ (64.72)	
Bill Pmt -Check	10/16/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01YKYYIGKTM49v6ix 11002 · Bill.com Money Out Clearing			
Bill	09/23/2019		10" Drill Bit, Viper Flat Chisel & Star PT Chisel	16101 · Maintenance & Repairs-W	\$ (53.97)	1 General Fund
					\$ (53.97)	
Bill Pmt -Check	10/16/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01TFKUXTQUM49v6iv 11002 · Bill.com Money Out Clearing			
Bill	10/01/2019		LED Trailer Light Kit, Door Knob & Combination Padlock	16101 · Maintenance & Repairs-W	\$ (145.93)	1 General Fund
					\$ (145.93)	
Bill Pmt -Check	10/16/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01QSLGZMMVE49v6iz 11002 · Bill.com Money Out Clearing			
Bill	09/19/2019		Stock Supplies	16101 · Maintenance & Repairs-W	\$ (45.91)	1 General Fund
					\$ (45.91)	
Bill Pmt -Check	10/16/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01OVRTHXWHN49v6j 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Stock Supplies	16101 · Maintenance & Repairs-W	\$ (51.57)	1 General Fund
					\$ (51.57)	
Bill Pmt -Check	10/16/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01SSDMHVRXN49v6iy 11002 · Bill.com Money Out Clearing			
Bill	09/20/2019		Concrete Pad	16101 · Maintenance & Repairs-W	\$ (28.14)	1 General Fund
					\$ (28.14)	
Bill Pmt -Check	10/31/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01FMGWEGZVT4c1g9 11002 · Bill.com Money Out Clearing			
Bill	10/14/2019		Bit Tip Holder, Screws, Pliers, Hose Washers & a Pinch Point Bar	16101 · Maintenance & Repairs-W	\$ (74.14)	1 General Fund
					\$ (74.14)	
Bill Pmt -Check	10/31/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01XDNSKCHI4c1g9j 11002 · Bill.com Money Out Clearing			
Bill	10/18/2019		Treated Pine (2x4)	16101 · Maintenance & Repairs-W	\$ (23.95)	1 General Fund
					\$ (23.95)	
Bill Pmt -Check	10/31/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01YANXVDWOO4c1g5 11002 · Bill.com Money Out Clearing			
Bill	10/16/2019		Plywood (3/4" x 4' x 8')	16101 · Maintenance & Repairs-W	\$ (84.76)	1 General Fund
					\$ (84.76)	

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Bill Pmt -Check	10/31/2019	McCoy's Building Supply	https://app.bill.com/BillPay?id=blp01EQADAISAS4c1g9n 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019		Batteries	16101 · Maintenance & Repairs-W	\$ (14.97)	1 General Fund
					\$ (14.97)	
Bill Pmt -Check	10/07/2019	Michael Sarot.	Check 15415	11118 · Manager Ckg 8314		
Bill	09/30/2019		Reimbursement - Tools Needed for Repairs	16101 · Maintenance & Repairs-W	\$ (12.38)	1 General Fund
			Reimbursement - Tools Needed for Repairs	16201 · Maintenance & Repairs-WW	\$ (173.32)	1 General Fund
					\$ (185.70)	
Bill Pmt -Check	10/16/2019	Mission Communications, LLC	https://app.bill.com/BillPay?id=blp01KDZTFTASE49v6kf 11002 · Bill.com Money Out Clearing			
Bill	09/11/2019		Annual Service- SP M110 County Line PS (1/20 - 9/20)	16280 · Contracted Services-WW	\$ (467.55)	1 General Fund
			Annual Service- SP M110 LS #14 (10/1/2019 - 9/30/2020)	16280 · Contracted Services-WW	\$ (623.40)	1 General Fund
			Annual Service- SP M110 LS #8 (11/1/2019 - 9/30/2020)	16280 · Contracted Services-WW	\$ (516.47)	1 General Fund
					\$ (1,607.42)	
Bill Pmt -Check	10/31/2019	Mission Controls and Automation	https://app.bill.com/BillPay?id=blp01AIPNBTSIY4c1gb7 11002 · Bill.com Money Out Clearing			
Bill	10/04/2019		PS #7 - Installed WW Level Pro Submersible Transmitter	16101 · Maintenance & Repairs-W	\$ (834.74)	1 General Fund
					\$ (834.74)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PCRCYVIZN49v6j9 11002 · Bill.com Money Out Clearing			
Bill	09/09/2019		9712 Shallowford Dr. SER Application Cobra Stone FP Hacienda	16175 · SER Legal & Engineer Fees-W	\$ (1,212.12)	1 General Fund
					\$ (1,212.12)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01WTTPRXYDY49v6ja 11002 · Bill.com Money Out Clearing			
Bill	09/09/2019		Hatchett's Lawsuit	17502 · Litigation	\$ (41,086.48)	1 General Fund
					\$ (41,086.48)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01XKASOBLFJ49v6jb 11002 · Bill.com Money Out Clearing			
Bill	09/09/2019		Parten Ranch Amenity Center SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,575.00)	1 General Fund
					\$ (1,575.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01RCRHMVLOS49v6j 11002 · Bill.com Money Out Clearing			
Bill	09/10/2019		RWL #2 Design, Permitting & Const Admin	26025 · RW TM #2-D&A	\$ (13,242.50)	5 Capital Projects Fund
					\$ (13,242.50)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MNPKWRHCZ49v6j 11002 · Bill.com Money Out Clearing			

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Bill	09/09/2019		Beneficial Water Recycling Facility Design and TCEQ Permit 26326 · Beneficial Recycling Fac-D&A	\$ (9,178.75)	5 Capital Projects Fund
				\$ (9,178.75)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PKUJDZNRZ49v6jd 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		1340 Elevated Storage Tank Design, Approval & Constructio 26125 · 1340 EST-D&A	\$ (12,987.06)	5 Capital Projects Fund
				\$ (12,987.06)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01OHEOTSJZA49v6je 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Extra Space Storage SER Application 16175 · SER Legal & Engineer Fees-W	\$ (518.75)	1 General Fund
				\$ (518.75)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01WNEKDLSNV49v6jf 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		HRPS Ground Storage Tank #2 Design, Approval & CA 26205 · HPR Conv & Upgrade to 1500-D&A	\$ (6,435.00)	5 Capital Projects Fund
				\$ (6,435.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01VZESJTFBW49v6jg 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Wastewater Solids Management Master Plan 45140 · WW Solids Mgmt Master Plan	\$ (4,145.00)	2 Facilities Fund
				\$ (4,145.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01AALFHCKSG49v6jh 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Bohls WWTP Exp Design, Approval, & Const Admin 26315 · Bohls WWTP Expansion-D&A	\$ (2,187.50)	5 Capital Projects Fund
				\$ (2,187.50)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01CAQYHJHNF49v6ji 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Piazza Center SER Application 16175 · SER Legal & Engineer Fees-W	\$ (1,120.00)	1 General Fund
				\$ (1,120.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01JXYFJZJRB49v6jj 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		General Eng Services FYE 9/30/2019 17503 · Engineering	\$ (25,347.54)	1 General Fund
				\$ (25,347.54)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01OOFLEYDEL49v6jk 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Mapping Services FYE 9/30/2019 17503 · Engineering	\$ (2,855.00)	1 General Fund
				\$ (2,855.00)	

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Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01HRNPHPJNN49v6j8 11002 · Bill.com Money Out Clearing		
Bill	09/10/2019	RWL #2 Reimbursables, Easement Negotiation	26025 · RW TM #2-D&A	\$ (913.60)	5 Capital Projects Fund
				\$ (913.60)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01GQKNULMNO49v6j 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	TCWCID 18 Interconnect SER Application	16175 · SER Legal & Engineer Fees-W	\$ (247.50)	1 General Fund
				\$ (247.50)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01FPFBTPDEG49v6jr 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	TLAP Major Amendment Application	26310 · TLAP Major Amend Application	\$ (118.75)	5 Capital Projects Fund
				\$ (118.75)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01ZZXFUFZHI49v6jn 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	Spillman Towns/Ridge SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,605.00)	1 General Fund
				\$ (1,605.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01GDRPGBRGG49v6j 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	Bee Cave Office SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,947.50)	1 General Fund
				\$ (1,947.50)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01EPNPGYQIO49v6jp 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	Mantra Medical SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,360.00)	1 General Fund
				\$ (1,360.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01SLEHZVQAX49v6jq 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	1080 Transmission Main Esmts Design, Approval, Const Adr 26225 · 1080 Bee Cave TM-D&A		\$ (750.00)	5 Capital Projects Fund
				\$ (750.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MMWPIGSUQ49v6jr 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	Ledgestone Commercial SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,930.00)	1 General Fund
				\$ (1,930.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01FDTNFLOCS49v6js 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	WBCPS Ground Storage Tank #2 Design, Approval & CA	26215 · WBCPS GST 2 Upgrade Ph 2&3-D	\$ (1,672.67)	5 Capital Projects Fund
				\$ (1,672.67)	

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Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01AIQJIMWPN49v6jt	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		1240 Conversion at the County Line Pump Station	26115 · 1240 Conversion/WL-D&A	\$ (200.00)	5 Capital Projects Fund
					\$ (200.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MSOTWGGXI49v6ju	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Hamilton Pool Road Pump Station Conversion and Upgrade	26205 · HPR Conv & Upgrade to 1500-D&A	\$ (5,590.00)	5 Capital Projects Fund
					\$ (5,590.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01IUQOSUKPX49v6jv	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Sawyer Ranch Phase 1 SER Application	16175 · SER Legal & Engineer Fees-W	\$ (2,095.00)	1 General Fund
					\$ (2,095.00)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01CSHGBYZAZ49v6jw	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Provence Phase 1 Section 3A SER Application	16175 · SER Legal & Engineer Fees-W	\$ (1,140.87)	1 General Fund
					\$ (1,140.87)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01LJQGIIIPA49v6jx	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		SW Pkwy Exp Ground Storage Tank Design, Apprv, Const Admin	26105 · SWPPS Upgrade Ph 1-D&A	\$ (1,368.75)	5 Capital Projects Fund
					\$ (1,368.75)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01WICZOSVLB49v6jy	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		County Line 1340 Pump Station Design, Approval and Const Admin	26135 · 1340 PS Upgrade-D&A	\$ (11,828.75)	5 Capital Projects Fund
					\$ (11,828.75)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01EKXOQOKYC49v6jz	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Sawyer Ranch 1340 Conversion Water Line	26135 · 1340 PS Upgrade-D&A	\$ (3,742.50)	5 Capital Projects Fund
					\$ (3,742.50)	
Bill Pmt -Check	10/16/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PYUMHPVWO49v6k	11002 · Bill.com Money Out Clearing		
Bill	09/09/2019		Zebra Mussels Control System	17503 · Engineering	\$ (772.50)	1 General Fund
					\$ (772.50)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PIJVRWRNK4c1g8t	11002 · Bill.com Money Out Clearing		
Bill	10/09/2019		Forbes Tract SER Plan Review	16175 · SER Legal & Engineer Fees-W	\$ (1,472.50)	1 General Fund

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						\$	(1,472.50)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01HCIACFOSY4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		Mapping Services FYE 9/30/2019	17503 · Engineering		\$	(620.00)	1 General Fund
						\$	(620.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MHZRZRGJM4c1g8	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		Sawyer Ranch 1340 Conversion Water Line	26135 · 1340 PS Upgrade-D&A		\$	(2,600.00)	5 Capital Projects Fund
						\$	(2,600.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01XITWZFWGN4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		Hamilton Pool Road Pump Station Conversion and Upgrade	26205 · HPR Conv & Upgrade to 1500-D&A		\$	(5,858.75)	5 Capital Projects Fund
						\$	(5,858.75)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01RORTHIGZE4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		Parten Ranch Amenity Center SER Application	16175 · SER Legal & Engineer Fees-W		\$	(880.00)	1 General Fund
						\$	(880.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01EJTUWYIBJ4c1g8m	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		County Line 1340 Pump Station Design, Approval and Const Admin	26135 · 1340 PS Upgrade-D&A		\$	(7,590.00)	5 Capital Projects Fund
						\$	(7,590.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01RWPUPGSCD4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		TLAP Major Amendment Application	26310 · TLAP Major Amend Application		\$	(4,595.61)	5 Capital Projects Fund
						\$	(4,595.61)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01EMJNTMTHP4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		1 Yr Warranty Inspection - 1280 Elevated Storage Tank	17503 · Engineering		\$	(100.00)	1 General Fund
						\$	(100.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01YFYOYZKUW4c1g8i	11002 · Bill.com Money Out Clearing				
Bill	10/09/2019		Zebra Mussels Control System	17503 · Engineering		\$	(1,653.75)	1 General Fund
						\$	(1,653.75)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01FRTPRYBKZ4c1g8c	11002 · Bill.com Money Out Clearing				

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Bill	10/09/2019	Mantra Medical SER Application	16175 · SER Legal & Engineer Fees-W	\$ (240.00)	1 General Fund
				\$ (240.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01HSQWGVYER4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	Hatchett's Lawsuit	17502 · Litigation	\$ (1,625.00)	1 General Fund
				\$ (1,625.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01UJTMKQYXZ4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	SW Pkwy Exp Ground Storage Tank Design, Apprv, Const Admin	26105 · SWPPS Upgrade Ph 1-D&A	\$ (150.00)	5 Capital Projects Fund
				\$ (150.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01BXSFIGQFZ4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	1080 Transmission Main Esmts Design, Approval, Const Admin	26225 · 1080 Bee Cave TM-D&A	\$ (1,000.00)	5 Capital Projects Fund
				\$ (1,000.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01VPZCAOMJO4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	WBCPS Ground Storage Tank #2 Design, Approval & CA	26215 · WBCPS GST 2 Upgrade Ph 2&3-D	\$ (4,193.16)	5 Capital Projects Fund
				\$ (4,193.16)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01YHYSWORDK4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	RWL #2 Design, Permitting & Const Admin	26025 · RW TM #2-D&A	\$ (8,105.00)	5 Capital Projects Fund
				\$ (8,105.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01GVUMMPAKI4c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	Sawyer Ranch Phase 1 SER Application	16175 · SER Legal & Engineer Fees-W	\$ (815.00)	1 General Fund
				\$ (815.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01RWAJJZOV4c1g9 11002 · Bill.com Money Out Clearing		
Bill	09/09/2019	Hatchett's Lawsuit	11540 · Due from Others	\$ (41,086.48)	1 General Fund
				\$ (41,086.48)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01TDHYDOBR54c1g8 11002 · Bill.com Money Out Clearing		
Bill	10/09/2019	Provence Phase 1 Section 3A SER Application	16175 · SER Legal & Engineer Fees-W	\$ (815.00)	1 General Fund
				\$ (815.00)	

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Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01LZNYVTPDR4c1g8y11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Cobra Stone - 9712 Shallowford Dr SER Application	16175 · SER Legal & Engineer Fees-W	\$	(80.00)	1 General Fund
				\$	(80.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01RXWVWPKSK4c1g911002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Ledgestone Commercial SER Application	16175 · SER Legal & Engineer Fees-W	\$	(160.00)	1 General Fund
				\$	(160.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MWWYIFTWZ4c1g911002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Wastewater Solids Management Master Plan	45140 · WW Solids Mgmt Master Plan	\$	(1,527.50)	2 Facilities Fund
				\$	(1,527.50)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01DUBAHXYHP4c1g911002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Extra Space Storage SER Application	16175 · SER Legal & Engineer Fees-W	\$	(1,591.25)	1 General Fund
				\$	(1,591.25)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01ZECQIDICB4c1g9211002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Bohls WWTP Exp Design, Approval, & Const Admin	26315 · Bohls WWTP Expansion-D&A	\$	(5,480.00)	5 Capital Projects Fund
				\$	(5,480.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PAHVVGKWF4c1g911002 · Bill.com Money Out Clearing			
Bill	10/09/2019	General Eng Services FYE 9/30/2019	17503 · Engineering	\$	(9,674.12)	1 General Fund
				\$	(9,674.12)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01JNMKVPWPM4c1g911002 · Bill.com Money Out Clearing			
Bill	10/09/2019	HRPS Ground Storage Tank #2 Design, Approval & CA	26205 · HPR Conv & Upgrade to 1500-D&A	\$	(1,150.00)	5 Capital Projects Fund
				\$	(1,150.00)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01TLFJRASF4c1g9711002 · Bill.com Money Out Clearing			
Bill	10/09/2019	TCWCID 18 Interconnect SER Application	16175 · SER Legal & Engineer Fees-W	\$	(652.50)	1 General Fund
				\$	(652.50)	
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01ZLIMASFBK4c1g9811002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Beneficial Water Recycling Facility Design and TCEQ Permitting	26326 · Beneficial Recycling Fac-D&A	\$	(5,052.50)	5 Capital Projects Fund
				\$	(5,052.50)	

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Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01MUEJKOVEC4c1g9 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	1340 Elevated Storage Tank Design, Approval & Construction Admin	26125 · 1340 EST-D&A	\$ (4,317.01)	5 Capital Projects Fund	
				\$ (4,317.01)		
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01PQKMFBQAW4c1g 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	1240 Conversion at the County Line Pump Station	26115 · 1240 Conversion/WL-D&A	\$ (275.00)	5 Capital Projects Fund	
				\$ (275.00)		
Bill Pmt -Check	10/31/2019	Murfee Engineering Company Inc.	https://app.bill.com/BillPay?id=blp01VLVSARLVW4c1g9 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Spillman Towns/Ridge SER Application	16175 · SER Legal & Engineer Fees-W	\$ (3,480.00)	1 General Fund	
				\$ (3,480.00)		
Bill Pmt -Check	10/31/2019	Neopost	https://app.bill.com/BillPay?id=blp01ZTZIQWXYC4c1gbu 11002 · Bill.com Money Out Clearing			
Bill	10/01/2019	Postage - September 2019	17855 · Postage & Delivery	\$ (300.00)	1 General Fund	
				\$ (300.00)		
Bill Pmt -Check	10/31/2019	Office Depot	https://app.bill.com/BillPay?id=blp01PAFYNNMCO4c1gk 11002 · Bill.com Money Out Clearing			
Bill	10/04/2019	Black Pens - 12 Pack	17845 · Office Supplies	\$ (18.29)	1 General Fund	
		Red Pens - 12 Pack	17845 · Office Supplies	\$ (26.29)	1 General Fund	
		6 Oil-Based Sharpies	17845 · Office Supplies	\$ (16.74)	1 General Fund	
		Cleaning Wipes - Phones	17845 · Office Supplies	\$ (29.79)	1 General Fund	
		Post-it Note Pad	17845 · Office Supplies	\$ (10.00)	1 General Fund	
		Clipboard	17845 · Office Supplies	\$ (7.29)	1 General Fund	
				\$ (108.40)		
Bill Pmt -Check	10/16/2019	Pedernales 036972	https://app.bill.com/BillPay?id=blp01QKEBSALUX49v10 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Utility Expense- Pump Station 6 - 9/3/2019 - 10/8/2019	16161 · Electric-W	\$ (66.32)	1 General Fund	
				\$ (66.32)		
Bill Pmt -Check	10/16/2019	Pedernales 140950	https://app.bill.com/BillPay?id=blp01XFSZZQOJG49v112 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Utility Expense - County Line Pump Station	16161 · Electric-W	\$ (37.50)	1 General Fund	
				\$ (37.50)		
Bill Pmt -Check	10/16/2019	Pedernales 196270	https://app.bill.com/BillPay?id=blp01QUHNMGYK49v111 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019	Utility Expense - Pump Station 5	16161 · Electric-W	\$ (3,280.34)	1 General Fund	

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					\$	(3,280.34)	
Bill Pmt -Check	10/16/2019	Pedernales 222795	https://app.bill.com/BillPay?id=blp01EMLBSWOMQ49v111002	Bill.com Money Out Clearing			
Bill	10/09/2019	Utility Expense - County Line Pump Station	16161 · Electric-W		\$	(13,734.49)	1 General Fund
					\$	(13,734.49)	
Bill Pmt -Check	10/16/2019	Pedernales 265199	https://app.bill.com/BillPay?id=blp01RPVZAGVRF49v111002	Bill.com Money Out Clearing			
Bill	10/09/2019	Utility Expense-Elevated Storage #2	16161 · Electric-W		\$	(47.75)	1 General Fund
					\$	(47.75)	
Bill Pmt -Check	10/01/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01JRCCWXVHN47yt911002	Bill.com Money Out Clearing			
Bill	09/09/2019	Postage - MER's to TCEQ - August 2019	17855 · Postage & Delivery		\$	(14.90)	1 General Fund
					\$	(14.90)	
Bill Pmt -Check	10/01/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01OIMLNBTK47yt9511002	Bill.com Money Out Clearing			
Bill	09/06/2019	Postage - Soil Samples for TCEQ	17855 · Postage & Delivery		\$	(31.00)	1 General Fund
					\$	(31.00)	
Bill Pmt -Check	10/01/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01ZITCQFQKA47yt9411002	Bill.com Money Out Clearing			
Bill	08/19/2019	Postage - Ship Battery for Repair	17855 · Postage & Delivery		\$	(15.00)	1 General Fund
					\$	(15.00)	
Bill Pmt -Check	10/16/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01TUDCLBMUG49v611002	Bill.com Money Out Clearing			
Bill	09/26/2019	Postage - Sludge Reports & Lab Results to TCEQ	17855 · Postage & Delivery		\$	(58.18)	1 General Fund
					\$	(58.18)	
Bill Pmt -Check	10/31/2019	PostNet TX144	https://app.bill.com/BillPay?id=blp01PNXQSPOBE4c1gc11002	Bill.com Money Out Clearing			
Bill	10/07/2019	Postage - MOR's to TCEQ - September 2019	17855 · Postage & Delivery		\$	(14.90)	1 General Fund
					\$	(14.90)	
Bill Pmt -Check	10/16/2019	Precision Calibrate Meter Services	https://app.bill.com/BillPay?id=blp01NCMNKHMTJ49v0z11002	Bill.com Money Out Clearing			
Bill	09/22/2019	Meter Rental - Installed Portable Meter	16101 · Maintenance & Repairs-W		\$	(1,200.00)	1 General Fund
					\$	(1,200.00)	
Bill Pmt -Check	10/16/2019	Precision Calibrate Meter Services	https://app.bill.com/BillPay?id=blp01CKFFRKISZ49v0zo11002	Bill.com Money Out Clearing			

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Bill	09/22/2019		Meter Repair - Flow Tube Sensor Testing & Cleaned WTP Unit #3	16101 · Maintenance & Repairs-W	\$ (650.00)	1 General Fund
					\$ (650.00)	
Bill Pmt -Check	10/31/2019	Precision Calibrate Meter Services	https://app.bill.com/BillPay?id=blp01JINWQJPAD4c1gaa11002 · Bill.com Money Out Clearing			
Bill	10/16/2019		RPZ - Wilkins XL 975	16101 · Maintenance & Repairs-W	\$ (1,385.06)	1 General Fund
					\$ (1,385.06)	
Bill Pmt -Check	10/01/2019	QualTech Automotive	https://app.bill.com/BillPay?id=blp01KDPHXZOSW47yta11002 · Bill.com Money Out Clearing			
Bill	09/11/2019		Oil Change, Tire Rotation and 40 Point Inspection on #506	17702 · Vehicle Maint & Repair	\$ (43.65)	1 General Fund
			Replaced Battery #502	17702 · Vehicle Maint & Repair	\$ (224.91)	1 General Fund
					\$ (268.56)	
Bill Pmt -Check	10/01/2019	Ready Refresh	https://app.bill.com/BillPay?id=blp01UBLBTILIW47yunw11002 · Bill.com Money Out Clearing			
Bill	09/18/2019		Water Delivery & Rental Fees	17845 · Office Supplies	\$ (42.70)	1 General Fund
					\$ (42.70)	
Bill Pmt -Check	10/31/2019	Ready Refresh	https://app.bill.com/BillPay?id=blp01VJESDKFBI4c1gaz11002 · Bill.com Money Out Clearing			
Bill	10/18/2019		Water Delivery & Rental Fees	17845 · Office Supplies	\$ (78.45)	1 General Fund
					\$ (78.45)	
Bill Pmt -Check	10/01/2019	Rent Equip, LLC	https://app.bill.com/BillPay?id=blp01ZCGOIPAX47yt9211002 · Bill.com Money Out Clearing			
Bill	08/23/2019		Rock Drill & Air Hose	16101 · Maintenance & Repairs-W	\$ (47.74)	1 General Fund
					\$ (47.74)	
Bill Pmt -Check	10/01/2019	Rent Equip, LLC	https://app.bill.com/BillPay?id=blp01OMECYFEVB47yt9c11002 · Bill.com Money Out Clearing			
Bill	08/16/2019		Rocksaw Trencher & 16' Equipment Trailer	16101 · Maintenance & Repairs-W	\$ (375.41)	1 General Fund
					\$ (375.41)	
Bill Pmt -Check	10/01/2019	Rent Equip, LLC	https://app.bill.com/BillPay?id=blp01ZWJKIIEKX47yt8z11002 · Bill.com Money Out Clearing			
Bill	08/09/2019		John Deere Excavator	16101 · Maintenance & Repairs-W	\$ (1,122.98)	1 General Fund
					\$ (1,122.98)	
Bill Pmt -Check	10/01/2019	Rent Equip, LLC	https://app.bill.com/BillPay?id=blp01VZYYSGCOT47yt9111002 · Bill.com Money Out Clearing			
Bill	08/22/2019		Pneumatic Compressor, Rock Drill & Air Hose	16101 · Maintenance & Repairs-W	\$ (155.16)	1 General Fund
					\$ (155.16)	

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Bill Pmt -Check	10/03/2019	Reuben Ramirez.	Check 15412	11118 · Manager Ckg 8314		
Bill	10/03/2019		Reimbursement - Industrial Pre-Treatment Course - R. Ramirez & B. Harkrider	17875 · Training and Continuing Ed	\$ (820.00)	1 General Fund
					\$ (820.00)	
Bill Pmt -Check	10/17/2019	Reuben Ramirez.	Check 15416	11118 · Manager Ckg 8314		
Bill	10/04/2019		Reimbursement - Monthly Breakfast	17872 · Staff Appreciation	\$ (63.72)	1 General Fund
					\$ (63.72)	
Bill Pmt -Check	10/18/2019	Reuben Ramirez.	Check 15417	11118 · Manager Ckg 8314		
Bill	10/14/2019		Reimbursement - Hotel for Pre-Treatment Class - B. Harkrider & R. Ramirez	17880 · Travel Expense	\$ (559.90)	1 General Fund
					\$ (559.90)	
Bill Pmt -Check	10/01/2019	Robert Pugh.	Check 15411	11118 · Manager Ckg 8314		
Bill	09/30/2019		Mileage Reimbursement for Deposition	17502 · Litigation	\$ (266.80)	1 General Fund
					\$ (266.80)	
Bill Pmt -Check	10/01/2019	RPM Services, Inc	https://app.bill.com/BillPay?id=blp01CKFOUSXWQ47yta	11002 · Bill.com Money Out Clearing		
Bill	09/16/2019		Repair at Bohls WWTP BLRS	16201 · Maintenance & Repairs-WW	\$ (582.56)	1 General Fund
					\$ (582.56)	
Bill Pmt -Check	10/01/2019	RTS Water Solution	https://app.bill.com/BillPay?id=blp01FCVSMBNWK47yt9	11002 · Bill.com Money Out Clearing		
Bill	06/11/2019		WTC Meter Replacement	45130 · Automated Metering Proj-Install	\$ (13,411.81)	2 Facilities Fund
					\$ (13,411.81)	
Bill Pmt -Check	10/31/2019	Shows Utilities, Inc.	https://app.bill.com/BillPay?id=blp01XOWUBFZJD4c1ga	11002 · Bill.com Money Out Clearing		
Bill	10/10/2019		8408 Bear Creek Dr - 3" Slick Bore	16101 · Maintenance & Repairs-W	\$ (3,000.00)	1 General Fund
					\$ (3,000.00)	
Bill Pmt -Check	10/01/2019	Smith Pump Company, Inc.	https://app.bill.com/BillPay?id=blp01JCHJBZLRS47yt9d	11002 · Bill.com Money Out Clearing		
Bill	07/29/2019		Pump Station #5 Repairs	16101 · Maintenance & Repairs-W	\$ (4,662.00)	1 General Fund
					\$ (4,662.00)	
Bill Pmt -Check	10/31/2019	Smith Pump Company, Inc.	https://app.bill.com/BillPay?id=blp01MWEAJBWUM4c1g	11002 · Bill.com Money Out Clearing		
Bill	09/19/2019		Lakepointe Effluent Pump #4 Repairs	16201 · Maintenance & Repairs-WW	\$ (11,700.00)	1 General Fund
					\$ (11,700.00)	

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Bill Pmt -Check	10/31/2019	Smith Pump Company, Inc.	https://app.bill.com/BillPay?id=blp01JDCUNTVIR4c1g7l	11002 · Bill.com Money Out Clearing		
Bill	09/19/2019	Lakepointe Effluent Pump #4 Repairs	16201 · Maintenance & Repairs-WW	\$ (2,480.00)	1 General Fund	
				\$ (2,480.00)		
Bill Pmt -Check	10/31/2019	Smith Pump Company, Inc.	https://app.bill.com/BillPay?id=blp01CAXCHLIZD4c1g7j	11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Flowserve PSS 4 Seal Repair Kit	16101 · Maintenance & Repairs-W	\$ (2,000.00)	1 General Fund	
				\$ (2,000.00)		
Bill Pmt -Check	10/08/2019	Texas Community Propane, Ltd	https://app.bill.com/BillPay?id=blp01GHZRNYWMY46qjh	11002 · Bill.com Money Out Clearing		
Bill	09/16/2019	Gas Expense 3925 Sugarloaf Dr	16264 · Other-WW	\$ (16.41)	1 General Fund	
				\$ (16.41)		
Bill Pmt -Check	10/16/2019	Texas Excavation Safety System, Inc.	https://app.bill.com/BillPay?id=blp01FOOWROFIH49v10r	11002 · Bill.com Money Out Clearing		
Bill	09/30/2019	Message Fees - September 2019	16180 · Contracted Services-W	\$ (621.30)	1 General Fund	
				\$ (621.30)		
Bill Pmt -Check	10/31/2019	Texas Municipal League	https://app.bill.com/BillPay?id=blp01WRBFUFHBX4c1gc	11002 · Bill.com Money Out Clearing		
Bill	10/05/2019	Liability Insurance Premium FY 19/20	17110 · Insurance	\$ (121,373.50)	1 General Fund	
		Workers Comp Insurance Premium FY 19/20	17419 · Workers Comp	\$ (47,260.00)	1 General Fund	
				\$ (168,633.50)		
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01CUZBZOYDL49v6i5	11002 · Bill.com Money Out Clearing		
Bill	09/17/2019	Construction Inspection Fees - Anthem at Ledgestone	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund	
				\$ (140.00)		
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01JQLYVGGTR49v6i6	11002 · Bill.com Money Out Clearing		
Bill	09/17/2019	Construction Inspection Fees - Highpointe Phase 2, Section 2B	16178 · Construction Inspection Fees-W	\$ (1,820.00)	1 General Fund	
				\$ (1,820.00)		
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01DWXBJTPTA49v6i7	11002 · Bill.com Money Out Clearing		
Bill	09/17/2019	Construction Inspection Fees - Seven Oaks Office Park	16178 · Construction Inspection Fees-W	\$ (420.00)	1 General Fund	
				\$ (420.00)		
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01KIYQDBDIN49v6i8	11002 · Bill.com Money Out Clearing		

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Bill	09/17/2019		Construction Inspection Fees - Highpointe Phase 1, Section 3A	16178 · Construction Inspection Fees-W	\$ (70.00)	1 General Fund
					\$ (70.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01BLWGGXFMP49v6i 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - General Administration	16178 · Construction Inspection Fees-W	\$ (280.00)	1 General Fund
					\$ (280.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01ZWQEANUQT49v6i 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Bee Cave Self Storage	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01YFNMVZNAA49v6ib 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Lake Travis Fire ESD No. 606	16178 · Construction Inspection Fees-W	\$ (420.00)	1 General Fund
					\$ (420.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01ABXVHYKIG49v6ic 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Signal Hill Estates	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01DXKNXRBCG49v6ic 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Provence Phase 1, Section 2	16178 · Construction Inspection Fees-W	\$ (910.00)	1 General Fund
					\$ (910.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01ENTLUEKUX49v6if 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Parten Ranch Phase 2	16178 · Construction Inspection Fees-W	\$ (910.00)	1 General Fund
					\$ (910.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01PKBIOFUIN49v6ih 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Hillside at Spanish Oaks	16178 · Construction Inspection Fees-W	\$ (1,750.00)	1 General Fund
					\$ (1,750.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01GNPJVGBSS49v6ii 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Driftwood Golf & Ranch Club	16178 · Construction Inspection Fees-W	\$ (1,750.00)	1 General Fund
					\$ (1,750.00)	

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Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01LNNDWKDVX49v6ij 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Bee Cave Professional Office Park	16178 · Construction Inspection Fees-W	\$ (280.00)	1 General Fund
					\$ (280.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01EHNQWDDUK49v6i 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Break Water Subdivision	16178 · Construction Inspection Fees-W	\$ (420.00)	1 General Fund
					\$ (420.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01QHFAJYPID49v6il 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Lake Travis Middle School	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01NAZVYSXQD49v6in 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Premier Dance Studio	16178 · Construction Inspection Fees-W	\$ (700.00)	1 General Fund
					\$ (700.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01RJQTZJHGS49v6in 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Provence EST & 16" Waterlir	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
Bill Pmt -Check	10/16/2019	The Bridge Group	https://app.bill.com/BillPay?id=blp01QCMRANHVE49v6in 11002 · Bill.com Money Out Clearing			
Bill	09/17/2019		Construction Inspection Fees - Rutherford West Section 5	16178 · Construction Inspection Fees-W	\$ (1,120.00)	1 General Fund
					\$ (1,120.00)	
Bill Pmt -Check	10/31/2019	The Nature Conservancy	https://app.bill.com/BillPay?id=blp01LOTSCCBYS4c1g9k 11002 · Bill.com Money Out Clearing			
Bill	10/24/2019		Land Use Restriction Easement	26105 · SWPPS Upgrade Ph 1-D&A	\$ (25,000.00)	5 Capital Projects Fund
					\$ (25,000.00)	
Bill Pmt -Check	10/31/2019	The Nature Conservancy	https://app.bill.com/BillPay?id=blp01BSYEXMJFH4c1g9k 11002 · Bill.com Money Out Clearing			
Bill	10/24/2019		Temporary Construction Easement	26105 · SWPPS Upgrade Ph 1-D&A	\$ (7,500.00)	5 Capital Projects Fund
					\$ (7,500.00)	
Bill Pmt -Check	10/31/2019	The Wallace Group Inc	https://app.bill.com/BillPay?id=blp01ZFVIOZTJQ4c1gbb 11002 · Bill.com Money Out Clearing			
Bill	10/03/2019		TO #15 Construction Admin	45035 · Tank & PS Repainting-D&A	\$ (1,657.50)	2 Facilities Fund

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						\$	(1,657.50)	
Bill Pmt -Check	10/01/2019	Time Warner 27088	https://app.bill.com/BillPay?id=blp01LWIYMNDSB47yuo	11002 · Bill.com Money Out Clearing				
Bill	09/20/2019		Internet Service - LakePointe WWTP	16263 · Internet-WW		\$	(145.74)	1 General Fund
						\$	(145.74)	
Bill Pmt -Check	10/31/2019	Time Warner 27088	https://app.bill.com/BillPay?id=blp01SSWQTQPHE4c1gb	11002 · Bill.com Money Out Clearing				
Bill	10/20/2019		Internet Service - LakePointe WWTP	16263 · Internet-WW		\$	(145.74)	1 General Fund
						\$	(145.74)	
Bill Pmt -Check	10/16/2019	Time Warner 39409	https://app.bill.com/BillPay?id=blp01RXCFJJSLJ49v11t	11002 · Bill.com Money Out Clearing				
Bill	10/04/2019		Phone Service- LS #20	16262 · Telephone-WW		\$	(120.77)	1 General Fund
						\$	(120.77)	
Bill Pmt -Check	10/31/2019	Time Warner 70172	https://app.bill.com/BillPay?id=blp01URSIBMEZS4c1gbp	11002 · Bill.com Money Out Clearing				
Bill	10/13/2019		Internet - Water Plant	16163 · Internet-W		\$	(239.99)	1 General Fund
						\$	(239.99)	
Bill Pmt -Check	10/04/2019	Tino's Tex-Mex	Check 15414	11118 · Manager Ckg 8314				
Bill	10/01/2019		Quarterly Luncheon - Food Truck Tip for services	17872 · Staff Appreciation		\$	(60.00)	1 General Fund
						\$	(60.00)	
Bill Pmt -Check	10/16/2019	TML MultiState Intergovernmental EBP	https://app.bill.com/BillPay?id=blp01OXBVLQSI49v6I2	11002 · Bill.com Money Out Clearing				
Bill	09/20/2019		Employee Medical Benefits - October 2019	12307-1 · Medical		\$	(21,887.25)	1 General Fund
			Employee Dental Benefits - October 2019	12307-3 · Dental		\$	(1,355.15)	1 General Fund
			Employee Vision Benefits - October 2019	12307-2 · Vision		\$	(514.97)	1 General Fund
			Group Life Benefit-Life/AD&D - October 2019	12308 · Group Life/ADD		\$	(938.06)	1 General Fund
			Group Life Benefit- LTD/STD - October 2019	12309 · LTD/STD		\$	(1,642.97)	1 General Fund
						\$	(26,338.40)	
Bill Pmt -Check	10/16/2019	TRP Construction Group, LLC	https://app.bill.com/BillPay?id=blp01KNCAUVKFF49v12	11002 · Bill.com Money Out Clearing				
Bill	09/18/2019		Arrow Board Trailer	16101 · Maintenance & Repairs-W		\$	(100.00)	1 General Fund
						\$	(100.00)	
Bill Pmt -Check	10/31/2019	Tuff Machinery LLC	https://app.bill.com/BillPay?id=blp01AUYNHYZPE4c1gcl	11002 · Bill.com Money Out Clearing				
Bill	09/04/2019		WTP - Repair to Forklift	16101 · Maintenance & Repairs-W		\$	(1,170.00)	1 General Fund
						\$	(1,170.00)	

West Travis County Public Utility Agency
Check Detail
October 2019

Bill Pmt -Check	10/16/2019	Tyler Technologies, Inc	https://app.bill.com/BillPay?id=blp01RYTJJZZCG49v6lk	11002 · Bill.com Money Out Clearing		
Bill	07/31/2019		Project Management - Financials	17105 · Billing System & Support	\$ (5,000.00)	1 General Fund
					\$ (5,000.00)	
Bill Pmt -Check	10/31/2019	Tyler Technologies, Inc	https://app.bill.com/BillPay?id=blp01NXNTMBFLB4c1ga1	11002 · Bill.com Money Out Clearing		
Bill	09/25/2019		Billing Software	17105 · Billing System & Support	\$ (4,153.18)	1 General Fund
					\$ (4,153.18)	
Bill Pmt -Check	10/31/2019	Tyler Technologies, Inc	https://app.bill.com/BillPay?id=blp01LQORREWRU4c1ga1	11002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Incode Annual SaaS Fees 7/1/2019 - 6/30/2020	17105 · Billing System & Support	\$ (75,158.00)	1 General Fund
					\$ (75,158.00)	
Bill Pmt -Check	10/31/2019	Tyler Technologies, Inc	https://app.bill.com/BillPay?id=blp01LKAGYTQWT4c1gc1	11002 · Bill.com Money Out Clearing		
Bill	09/11/2019		Incode Financial Management	17105 · Billing System & Support	\$ (531.25)	1 General Fund
					\$ (531.25)	
Bill Pmt -Check	10/16/2019	United Rentals, Inc.	https://app.bill.com/BillPay?id=blp01PVSOUAPED49v6l6	11002 · Bill.com Money Out Clearing		
Bill	09/30/2019		Shops Supplies - 12" Blower & 12" x 25' Duct	16101 · Maintenance & Repairs-W	\$ (635.00)	1 General Fund
					\$ (635.00)	
Bill Pmt -Check	10/01/2019	United Site Services of Texas, Inc.	https://app.bill.com/BillPay?id=blp01BLHATNKOC47yta5	11002 · Bill.com Money Out Clearing		
Bill	09/16/2019		County Line Pump Station	16190 · Other Expenses-W	\$ (114.33)	1 General Fund
					\$ (114.33)	
Bill Pmt -Check	10/31/2019	United Site Services of Texas, Inc.	https://app.bill.com/BillPay?id=blp01DLITBFNYG4c1gcf	11002 · Bill.com Money Out Clearing		
Bill	10/14/2019		County Line Pump Station	16190 · Other Expenses-W	\$ (114.33)	1 General Fund
					\$ (114.33)	
Bill Pmt -Check	10/16/2019	Universal Background Screening	https://app.bill.com/BillPay?id=blp01OXHGFXYKC49v6l8	11002 · Bill.com Money Out Clearing		
Bill	08/31/2019		MVR/Driving Record - C. Chapel	17865 · Recruiting	\$ (44.00)	1 General Fund
					\$ (44.00)	
Bill Pmt -Check	10/16/2019	Universal Background Screening	https://app.bill.com/BillPay?id=blp01PNIHRKZXF49v10p	11002 · Bill.com Money Out Clearing		
Bill	09/30/2019		MVR/Driving Record - K. Adkins & U. Hernandez	17865 · Recruiting	\$ (113.00)	1 General Fund
					\$ (113.00)	

West Travis County Public Utility Agency
Check Detail
October 2019

Bill Pmt -Check	10/01/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01AKATPCSSM47ytac11002 · Bill.com Money Out Clearing		
Bill	09/16/2019		Lab Supplies	16101 · Maintenance & Repairs-W	\$ (1,137.02) 1 General Fund
			Lab Supplies	16201 · Maintenance & Repairs-WW	\$ (1,137.02) 1 General Fund
					<u>\$ (2,274.04)</u>
Bill Pmt -Check	10/17/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01FNXEERRZN49v0z111002 · Bill.com Money Out Clearing		
Bill	10/01/2019		1" x 2 1/4" Inspection Label	16101 · Maintenance & Repairs-W	\$ (46.24) 1 General Fund
					<u>\$ (46.24)</u>
Bill Pmt -Check	10/17/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01XWMUAPUYX49v0z11002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Inspection Label & Plastic Service Cart	16101 · Maintenance & Repairs-W	\$ (309.01) 1 General Fund
					<u>\$ (309.01)</u>
Bill Pmt -Check	10/17/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01ELDKLINYF49v0z311002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Brushes	16201 · Maintenance & Repairs-WW	\$ (47.81) 1 General Fund
					<u>\$ (47.81)</u>
Bill Pmt -Check	10/17/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01AJTJOKZTO49v0z411002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Repaired Chlorine Line at Wastewater Plant	16201 · Maintenance & Repairs-WW	\$ (606.51) 1 General Fund
					<u>\$ (606.51)</u>
Bill Pmt -Check	10/16/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01OVBNJSAKJ49v10r11002 · Bill.com Money Out Clearing		
Bill	09/30/2019		Wastewater Supplies	16201 · Maintenance & Repairs-WW	\$ (496.35) 1 General Fund
					<u>\$ (496.35)</u>
Bill Pmt -Check	10/31/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01SSFLCYYYR4c1g8011002 · Bill.com Money Out Clearing		
Bill	10/14/2019		Stock Supplies	16101 · Maintenance & Repairs-W	\$ (155.94) 1 General Fund
			Stock Supplies	16201 · Maintenance & Repairs-WW	\$ (155.94) 1 General Fund
					<u>\$ (311.88)</u>
Bill Pmt -Check	10/31/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01TFJAINVST4c1g8311002 · Bill.com Money Out Clearing		
Bill	10/14/2019		Angle Grinder, Stringer Bead Wheel & Metering Pump Repair Kit	16201 · Maintenance & Repairs-WW	\$ (95.67) 1 General Fund
					<u>\$ (95.67)</u>
Bill Pmt -Check	10/31/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01VKCRAHJTG4c1g8111002 · Bill.com Money Out Clearing		

West Travis County Public Utility Agency
Check Detail
October 2019

Bill	10/14/2019		Stock Supplies	16101 · Maintenance & Repairs-W	\$ (450.63)	1 General Fund
			Stock Supplies	16201 · Maintenance & Repairs-WW	\$ (450.62)	1 General Fund
					<u>\$ (901.25)</u>	
Bill Pmt -Check	10/31/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01TZSXURIYG4c1g7z 11002 · Bill.com Money Out Clearing			
Bill	10/15/2019		Stringer Bead Wheel & Metering Pump Repair Kit	16101 · Maintenance & Repairs-W	\$ (238.58)	1 General Fund
					<u>\$ (238.58)</u>	
Bill Pmt -Check	10/31/2019	USA BlueBook	https://app.bill.com/BillPay?id=blp01CMDAJTYJZ4c1g87 11002 · Bill.com Money Out Clearing			
Bill	10/09/2019		Maintenance Kit for CL17 & Chemtrol True Union Ball	16101 · Maintenance & Repairs-W	\$ (681.93)	1 General Fund
					<u>\$ (681.93)</u>	
Bill Pmt -Check	10/01/2019	USIC Locating Services, LLC	https://app.bill.com/BillPay?id=blp01FFHLZGKHS47yt9j 11002 · Bill.com Money Out Clearing			
Bill	08/31/2019		Locating Services - 8/1/2019 - 8/31/2019	16180 · Contracted Services-W	\$ (5,828.41)	1 General Fund
					<u>\$ (5,828.41)</u>	
Bill Pmt -Check	10/31/2019	USIC Locating Services, LLC	https://app.bill.com/BillPay?id=blp01FHYAONEZL4c1gbr 11002 · Bill.com Money Out Clearing			
Bill	09/30/2019		Locating Services - 9/1/2019 - 9/30/2019	16180 · Contracted Services-W	\$ (5,169.74)	1 General Fund
					<u>\$ (5,169.74)</u>	
Bill Pmt -Check	10/16/2019	Waste Management of Texas	https://app.bill.com/BillPay?id=blp01PPQLJGIRM49v11j 11002 · Bill.com Money Out Clearing			
Bill	09/24/2019		Garbage Expense	16164 · Other-W	\$ (558.60)	1 General Fund
			Garbage Expense	16264 · Other-WW	\$ (558.59)	1 General Fund
					<u>\$ (1,117.19)</u>	
Bill Pmt -Check	10/17/2019	Waste Management of Texas	https://app.bill.com/BillPay?id=blp01GBTSSZBRV49v10c 11002 · Bill.com Money Out Clearing			
Bill	10/01/2019		Garbage Expense	16164 · Other-W	\$ (151.34)	1 General Fund
			Garbage Expense	16264 · Other-WW	\$ (151.33)	1 General Fund
					<u>\$ (302.67)</u>	
Bill Pmt -Check	10/31/2019	Waste Management of Texas	https://app.bill.com/BillPay?id=blp01OSFVFUBGP4c1gaj 11002 · Bill.com Money Out Clearing			
Bill	10/16/2019		Garbage Expense	16164 · Other-W	\$ (158.03)	1 General Fund
			Garbage Expense	16264 · Other-WW	\$ (158.03)	1 General Fund
					<u>\$ (316.06)</u>	
Bill Pmt -Check	10/17/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01MIVIEWCWB49v0z6 11002 · Bill.com Money Out Clearing			

West Travis County Public Utility Agency
Check Detail
October 2019

Bill	10/01/2019		Lift Station Cleaning - Bohls WWTP	16240 · Sludge Disposal-WW	\$ (1,920.00)	1 General Fund
					\$ (1,920.00)	
Bill Pmt -Check	10/16/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01ILPNFWFTS49v6k2	11002 · Bill.com Money Out Clearing		
Bill	09/01/2019		Sludge Load - Lakepointe WWTP	16240 · Sludge Disposal-WW	\$ (35,815.00)	1 General Fund
					\$ (35,815.00)	
Bill Pmt -Check	10/17/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01SZRCHLOFP49v0z7	11002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Lift Station Cleaning - Lakepointe WWTP	16240 · Sludge Disposal-WW	\$ (1,560.00)	1 General Fund
					\$ (1,560.00)	
Bill Pmt -Check	10/17/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01JZKLFNROC49v0z8	11002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Lift Station Cleaning - Lift Station #16	16240 · Sludge Disposal-WW	\$ (1,080.00)	1 General Fund
					\$ (1,080.00)	
Bill Pmt -Check	10/16/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01YWXOVOUNA49v6k	11002 · Bill.com Money Out Clearing		
Bill	09/01/2019		Sludge Load - WTP	16140 · Sludge Disposal-W	\$ (20,125.00)	1 General Fund
					\$ (20,125.00)	
Bill Pmt -Check	10/16/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01XDMMCLUA49v6k	11002 · Bill.com Money Out Clearing		
Bill	09/01/2019		Sludge Load - Bohls WWTP	16240 · Sludge Disposal-WW	\$ (17,825.00)	1 General Fund
					\$ (17,825.00)	
Bill Pmt -Check	10/17/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01YISSBWFLX49v0z9	11002 · Bill.com Money Out Clearing		
Bill	10/01/2019		Lift Station Cleaning - Lift Station #6	16240 · Sludge Disposal-WW	\$ (1,080.00)	1 General Fund
					\$ (1,080.00)	
Bill Pmt -Check	10/31/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01GXKOUVCUQ4c1g9	11002 · Bill.com Money Out Clearing		
Bill	10/08/2019		Lift Station Cleaning - Lift Station #11	16240 · Sludge Disposal-WW	\$ (1,440.00)	1 General Fund
					\$ (1,440.00)	
Bill Pmt -Check	10/31/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01ZEIVWXYDM4c1g9f	11002 · Bill.com Money Out Clearing		
Bill	10/04/2019		Lift Station Cleaning - Lift Station #11	16240 · Sludge Disposal-WW	\$ (1,680.00)	1 General Fund
					\$ (1,680.00)	
Bill Pmt -Check	10/01/2019	William Freelon Pitmon II	https://app.bill.com/BillPay?id=blp01GWZCXTLFP47yuo	11002 · Bill.com Money Out Clearing		

West Travis County Public Utility Agency

Check Detail

October 2019

Bill	09/19/2019		Security for Board Meeting 9/19/2019	17810 · Board Meeting Expense	\$ (180.00)	1 General Fund
					<u>\$ (180.00)</u>	
Bill Pmt -Check	10/31/2019	William Freelon Pitmon II	https://app.bill.com/BillPay?id=blp01GCCVZDQCE4c1gc11002 · Bill.com Money Out Clearing			
Bill	10/17/2019		Security for Board Meeting 10/17/2019	17810 · Board Meeting Expense	\$ (180.00)	1 General Fund
					<u>\$ (180.00)</u>	
Total					<u>\$ (1,477,329.33)</u>	

ITEM C



Murfee Engineering Company

October 28, 2019

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 WBCPS GST No. 2
Contractor's Application for Payment No. 2**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 2 from DN Tanks, Inc. for the period ending October 25th, 2019. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred sixty-one thousand, one hundred sixty-six dollars and eight cents (\$161,166.08). This application for payment is broken down as follows:

Original Contract Price:	\$1,274,452.00
Total Completed and Stored to Date:	\$368,761.50
Retainage (5%):	\$18,438.08
Amount Due this Application:	\$161,166.08
Balance to Finish, Plus Retainage:	\$924,128.58

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

Sincerely,

A blue ink signature of Edhard Meneses, P.E., written over a light blue circular stamp.

Edhard Meneses, P.E.
Project Manager

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

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

TO OWNER: WEST TRAVIS COUNTY PUA 13215 Bee Cave Pkwy Bldg. B, Suite 110 Bee Cave, TX 78738 FROM CONTRACTOR: DN Tanks, Inc PO BOX 670690 DALLAS, TX 75267-0690 Phone: 781-246-1133	PROJECT: AUSTIN, TX (BEE CAVE) 394 Avispa Bonita Bee Cave, TX 78738 Contractor Job Number: 20T30006 VIA ENGINEER: Murfee Engineering Co., Inc.	APPLICATION NO: 2 DATE: 10/18/2019 PERIOD TO: 10/23/2019 Engineer's Project No. 11051.123 CONTRACT DATE: 06-20-19
CONTRACT FOR: WTCPUA West Bee Cave Pump Station GST #2		

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT SUM	\$	1,274,452.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,274,452.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$368,761.50
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	\$18,438.08
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ \$	18,438.08
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$350,323.42
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	189,157.35
8. CURRENT PAYMENT DUE	\$	161,166.07
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	924,128.58

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

CONTRACTOR'S CERTIFICATION

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

By: [Signature] Date: 10-18-19
 (Project Manager)
 State of: Texas
 Subscribed and sworn to before me this 18th day of October 2019
 Notary Public [Signature]
 My Commission expires Dec-30-22

[Signature]
 CAROLINA VERGARA
 Notary Public, State of Texas
 Comm. Expires 06-30-2022
 Notary ID: 129870282

Payment is recommended by: [Signature] 10/28/19
 (Construction Inspector [if applicable]) (Date)

Payment is recommended by: [Signature] 10/28/19
 (Engineer) (Date)

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

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: AUSTIN, TX (BEE CAVE)

Application No: 2

Contractor's Job Number: 20T30006

Engineer's Project No: 11051.123

Date: 10/18/2019

Period To: 10/25/2019

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
AL												
0.1	In-Tank Hydrodynamic Mixer, complete and in place, per EA	98,900.0000	1.000 EA	98,900.00	0.00%	0.00	0%	0.00	0.00%	0.00	0%	0.00
Total				98,900.00		0.00		0.00		0.00	0%	0.00
E.												
1	LOC Restoration, complete and in place per yard	10.0000	3,820.000 SY	38,200.00	0.000	0.00	0.000	0.00	0.000	0.00	0%	0.00
2	Silt Fence, complete and in place, per Linear foot	8.0000	502.000 LF	4,016.00	481.000	3,848.00	0.000	0.00	481.000	3,848.00	80%	192.40
3	Stabilized Construction Entrance, complete and in place, per each	3,000.0000	1.000 LS	3,000.00	80%	2,400.00	0%	0.00	80%	2,400.00	80%	120.00
Total				47,016.00		6,248.00		0.00		6,248.00	13%	312.40
EL												
0.1	Electrical Work, complete and in place, per LS	68,000.0000	1.000 LS	68,000.00	0.00 %	0.00	0%	0.00	0%	0.00	0%	0.00
Total				68,000.00		0.00		0.00		0.00	0%	0.00
S.												
1	Concrete Entrance Pad, complete and in place, per LS	5,000.0000	1.000 LS	5,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0%	0.00
2	Grading for Quality Control, complete and in place, per LS	1,500.0000	1.000 LS	1,500.00	0.00 %	0.00	1	1,500.00	100%	1,500.00	100%	75.00
Total				7,500.00		0.00		1,500.00		1,500.00	20%	75.00
TS												
0.1	Trench Safety, complete and in place, per LF	3.0000	354.000 LF	1,062.00	0.000	0.00	0.000	0.00	0%	0.00	0%	0.00
Total				1,062.00		0.00		0.00		0.00	0%	0.00

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: AUSTIN, TX (BEE CAVE)

Application No: 2

Contractor's Job Number: 20T30006

Engineer's Project No: 11051.123

Date: 10/18/2019

Period To: 10/25/2019

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
W.												
1a	SW - Mobilization and Demobilization	22,485.0000	1.000 LS	22,485.00	50%	11,242.50	0%	0.00	50%	11,242.50	50%	562.13
1b	SW - Layout and Survey	3,710.0000	1.000 LS	3,710.00	75%	2,782.50	25%	927.50	100%	3,710.00	100%	185.50
1c	SW - Temporary Access Road	11,970.0000	1.000 LS	11,970.00	80%	9,576.00	0%	0.00	80%	9,576.00	80%	478.80
1d	SW - Tank Excavation	192,730.0000	1.000 LS	192,730.00	80%	154,184.00	20%	38,546.00	100%	192,730.00	100%	9,836.50
1e	SW - Leveling Base Material	30,515.0000	1.000 LS	30,515.00	0.00 %	0.00	100%	30,515.00	100%	30,515.00	100%	1,525.75
1f	SW - Soils Testing	2,500.0000	1.000 LS	2,500.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1g	SW - Stabilize Work Areas	21,100.0000	1.000 LS	21,100.00	0.00 %	0.00	100%	21,100.00	100%	21,100.00	100%	1,055.00
1h	Engineering Design Drawings, Calculation, and Insurance	13,400.0000	1.000 LS	13,400.00	80%	10,720.00	0%	0.00	80%	10,720.00	80%	536.00
1i	Footing and Floor complete	77,080.0000	1.000 LS	77,080.00	0.00 %	0.00	100%	77,080.00	100%	77,080.00	100%	3,853.00
1j	16" Inlet, 20" Outlet, 12" in Drain & 16" Overflow	26,805.0000	1.000 LS	26,805.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1k	Casting Wall Panels	73,710.0000	1.000 LS	73,710.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1l	Casting Dome Panels	70,360.0000	1.000 LS	70,360.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1m	Erect Dome Shoring and Forms	50,260.0000	1.000 LS	50,260.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1n	Erect Wall Panels	53,610.0000	1.000 LS	53,610.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1o	Erect Dome Panels	43,555.0000	1.000 LS	43,555.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1p	Form and Pour Wall Slots	33,505.0000	1.000 LS	33,505.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1q	Form Reinforce and Pour Dome Ring and Slots	26,805.0000	1.000 LS	26,805.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1r	Cone Wall Shotcrete	43,560.0000	1.000 LS	43,560.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1s	Prestressing	47,575.0000	1.000 LS	47,575.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1t	Covercoat	30,155.0000	1.000 LS	30,155.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1u	Coating system	13,405.0000	1.000 LS	13,405.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1v	Strip and Remove Dome Shoring and Forms	26,130.0000	1.000 LS	26,130.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
1w	Tank Appurtenances	40,205.0000	1.000 LS	40,205.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00

To Owner: WEST TRAVIS COUNTY PUA

From (Contractor): DN Tanks, Inc.

Project: AUSTIN, TX (BEE CAVE)

Application No: 2

Contractor's Job Number: 20T30006

Engineer's Project No: 11051.123

Date: 10/18/2019

Period To: 10/25/2019

Item Number	Description	Unit Price	Contract Quantity / UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention
					Quantity	Amount	Quantity	Amount	Quantity	Amount	%	
2	16" Water Line, complete and in place, per LF	1,127.0000	16.000 LF	18,032.00	0%	0.00	0.000	0.00	0%	0.00	0%	0.00
3	20" Water Line, complete and in place, per LF	726.0000	32.000 LF	23,232.00	0%	0.00	0.000	0.00	0%	0.00	0%	0.00
4	20" Tie-In Infrastructure, complete and in place, per LS	47,200.0000	1.000 LS	47,200.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
5	16" Tie-In Infrastructure, complete and in place, per LS	3,800.0000	1.000 LS	3,800.00	0.00 %	0.00	0.00 %	0.00	0%	0.00	0%	0.00
6	Tree Removal, complete and in place, per LS	3,400.0000	1.000 LS	3,400.00	100%	3,400.00	0%	0.00	100%	3,400.00	100%	170.00
7	Tree Protection, complete and in place, per LS	1,200.0000	1.000 LS	1,200.00	80%	960.00	0%	0.00	80%	960.00	80%	48.00
Total				1,081,974.00		182,865.00		168,148.50		361,013.50		18,950.88
Application Total				1,274,452.00		199,113.00		169,548.50		368,761.50		18,438.08

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 §

BEFORE ME, the undersigned authority, on this day personally came and appeared Matt Nedella, known to me to be a credible person, and a Project Manager of DN Tanks (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA WBCPS Ground Storage Tank #2 (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and DN Tanks (the "Contractor") dated June 20, 2019.

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

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

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

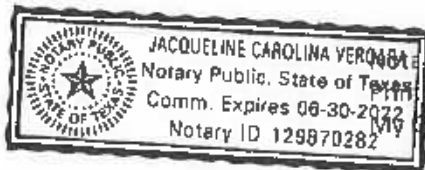
Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions - Section 00810

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 18th day of October, 2019.

CONTRACTOR DN Tanks
11 Teal Rd, Wakefield, MA 01880
By: [Signature]
Print Name: Matt Nedella
Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 18th day of October, 2019



[Signature]
Notary Public in and for the State of Texas
Printed Name: Jacqueline Vergara
My Commission Expires: 6-30-22

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____ of _____ a _____ on behalf of said _____

Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

ATTACH:
Exhibit A - List of Subcontractors

WTCPUA
WBCPS GST #2

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$1,274,452
Net Change by Change Orders:		\$0 00
Current Contract Price:		\$1,274,452
Total Completed and Stored to Date:		\$199,113.00
Retainage:		
5% Work Completed (D+E):	\$199,113	\$9,955.65
5% Stored Material (F):	\$0	\$0
Total Retainage:		\$9,955.65
Amount Eligible to Date:		\$189,157.35
Less Previous Payments:		\$0 00
Amount Due this Application:		\$189,157.35
Balance to Finish, Plus Retainage:		\$1,085,294.65

Application for Payment No. 2

Original Contract Price:		\$1,274,452.00
Net Change by Change Orders:		\$0 00
Current Contract Price:		\$1,274,452.00
Total Completed and Stored to Date:		\$368,761.50
Retainage:		
5% Work Completed (D+E):	\$368,761.50	\$18,438.08
5% Stored Material (F):	\$0 00	\$0 00
Total Retainage:		\$18,438.08
Amount Eligible to Date:		\$350,323.43
Less Previous Payments:		\$189,157.35
Amount Due this Application:		\$161,166.08
Balance to Finish, Plus Retainage:		\$924,128.58

MEC Records



Murfee Engineering Company

November 6, 2019

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 1340 Elevated Storage Tank
Contractor's Application for Payment No. 18**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 18 and Final from Landmark Structures I, L.P. in the amount of eighty-six thousand, four hundred fifty dollars and zero cents (\$86,450.00) for the above-referenced project. Also attached are all close-out documents required by the Contract. The Works is complete and Application for Payment No. 18 and Final represents the release of the contractual retainage of 5% and all remaining WTCPUA obligations under the Contract. We have reviewed the attached documentation for compliance with the Contract Document, conducted site inspections, and concur with the items and quantities. We therefore recommend payment of Application for Payment No. 18 and Final in the amount of \$86,450.00 and final acceptance of the facilities for the purposes of the warranty period.

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

Sincerely,



Eelhard Meneses, P.E.
Project Manager

cc: Jennifer Riechers – WTCPUA
George Murfee, P.E. – MEC
Dennis Lozano, P.E. – MEC
MEC File No. 11051.101



1685 Harmon Road
Fort Worth, Texas
U.S.A. 76177

Tel: (817) 439-8888
Fax: (817) 439-9001

TRANSMITTAL LETTER

TO:

Murfee Engineering Company, Inc.

1101 Capital of TX Hwy South - Bldg D, Ste 110

Austin, Texas 78746

Date	09/25/19	Job. No.	1596
Attn:	Eelhard Meneses, P.E.		
Re:	1340 Elevated Storage Tank		
	Austin, Texas		

WE ARE SENDING YOU THE ATTACHED ITEMS:

Copies	Date	No.	Description
1	09/25/19		Contractor's Application for Payment and Progress Billing Billing No. 18 For the Period Ending 09/25/19 Email to: emeneses@murfee.com

THESE ARE BEING TRANSMITTED:

☒ For approval ☐ Approved as submitted ☐ Resubmit ☐ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ☐ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return ☐ corrected prints
☐ For review and comment _____

REMARKS:

If you have any questions or comments regarding this Application for Payment, please contact
Tami Harrison at 817/439-8888, extension 1008.

Signed

Kyle Coldeway

Contractor's Application for Payment No. 18

To (Owner): West Travis County Public Utility Agency 1340 Elevated Storage Tank	Application Period: From 08/26/19 To 09/25/19	Application Date: 09/25/19
	From (Contractor): Landmark Structures I, L.P.	Via (Engineer) Murfee Engineering Company, Inc.
Owner's Contract No.: 1596	Contractor's Project No.: 11051.101	Engineer's Project No.: 11051.101

APPLICATION FOR PAYMENT

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



CONTRACTOR'S CERTIFICATION

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

By: 	Date: 09/25/19
Project Manager	

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

a. 0% x 1,729,000.00	Work Completed	\$ 0.00
b. 5% x 0.00	Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)		\$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 1,729,000.00
7. LESS PREVIOUS PAY REQUEST (Line 6 from prior Application) \$ 1,642,550.00
8. AMOUNT DUE THIS APPLICATION \$ 86,450.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 Less Line 6) \$ 0.00

Payment is recommended by: 	(Date) 11/5/19
Payment is recommended by: 	(Date) 11/6/19
Payment is approved by: _____	(Owner) _____ (Date) _____

18 PROGRESS BILLING

Owner: West Travis County Public Utility Agency
 Engineer: Murfee Engineering Company, Inc.
 Project: 1340 Elevated Storage Tank

Period From: 08/26/19

Period To: 09/25/19

Landmark #: 1596

Item	Qty	UM	Unit Price	Total	Complete To Date		Complete Previous	Complete This Period
					Percent/Units	Amount		
E-1	LOC Restoration	1887	SY	2.00	3,774.00	1887	3,774.00	3,774.00
E-2	Silt Fence	640	LF	2.00	1,280.00	640	1,280.00	1,280.00
E-3	Stabilized Construction Entrance	1	EA	2,000.00	2,000.00	1	2,000.00	2,000.00
W-1	750,000 Gallon EST	1	LS	1,437,000.00	1,437,000.00	100.00%	1,437,000.00	1,437,000.00
W-2	16" Waterline	34	LF	200.00	6,800.00	34	6,800.00	6,800.00
W-3	20" Waterline	84	LF	250.00	21,000.00	84	21,000.00	21,000.00
W-4	2-Way Master Meter	1	EA	14,000.00	14,000.00	1	14,000.00	14,000.00
W-5	Drain Valve Assembly/ Fire Hydrant	1	EA	4,000.00	4,000.00	1	4,000.00	4,000.00
W-6	16" Tie-In Infrastructure	1	LS	2,000.00	2,000.00	100%	2,000.00	2,000.00
W-7	20" Tie-In Infrastructure	1	LS	2,000.00	2,000.00	100%	2,000.00	2,000.00
W-8	Demolition & Removal of Existing Stand Pipe	1	LS	30,000.00	30,000.00	100%	30,000.00	30,000.00
W-9	Demolition & Removal of Existing Chlorine Buildings	1	LS	5,000.00	5,000.00	100%	5,000.00	5,000.00
W-10	Concrete Valley and Sidewalk	1	LS	2,360.00	2,360.00	100%	2,360.00	2,360.00
W-11	Demolition & Removal of Existing Pneumatic Tank & Assoc. Piping	1	LS	10,000.00	10,000.00	100%	10,000.00	10,000.00
S-1	Gravel Driveway	109	SY	30.00	3,270.00	109	3,270.00	3,270.00
S-2	Grading	32	LF	40.00	1,280.00	32	1,280.00	1,280.00
EL-1	Electrical Work	1	LS	113,000.00	113,000.00	100%	113,000.00	113,000.00
TS-1	Trench Safety System	118	LF	2.00	236.00	118	236.00	236.00
AL-1	16" Westfall Static Mixer	1	EA	20,000.00	20,000.00	1	20,000.00	20,000.00
AL-2	Hydrodynamic Mixer	1	LS	50,000.00	50,000.00	100%	50,000.00	50,000.00
Current Contract Amount				\$1,729,000.00	\$1,729,000.00		\$1,729,000.00	
Change Orders								
Total Change Orders								
Revised Contract Amount				\$1,729,000.00	\$1,729,000.00		\$1,729,000.00	
Gross Amount Due					1,729,000.00		1,729,000.00	0.00
Less Retainage					0.00		0.00	0.00
Retainage Billed This Period								86,450.00
Net Amount					1,729,000.00		1,729,000.00	\$86,450.00
Less Previous Unpaid Billings					12,530.50			
Less Previous Paid Billings					1,630,018.50			
					\$86,450.00			
Weather Days Requested This Period					Current Billing		\$86,450.00	

CONSENT OF SURETY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:

West Travis County Public Utility Ag
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, TX 78738

CONTRACT FOR:

West Travis Country PUA 1340
Elevated Storage Tank

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Fidelity and Deposit Company of Maryland
3910 Keswick Road
Baltimore, MD 21211

, SURETY,

on bond of

Landmark Structures I, L.P.
1665 Harmon Road
Fort Worth, TX 76177

, CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Bee Cave, TX 78738

OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date _____ day of _____, 20____.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Karla Luongo

Attest


Signature of authorized representative

(Seal)

Robyn Rost, Attorney-In-Fact

Printed name and title

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Robyn ROST and Raymond GIL, both of Matawan, New Jersey, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 26th day of September, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way Schaumburg, IL
60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2018

ASSETS

Bonds	\$ 245,255,635
Stocks	22,855,569
Cash and Short Term Investments	3,092,872
Reinsurance Recoverable	73,242,781
Federal Income Tax Recoverable	42,258
Other Accounts Receivable	4,801,363
TOTAL ADMITTED ASSETS	\$ 349,290,278

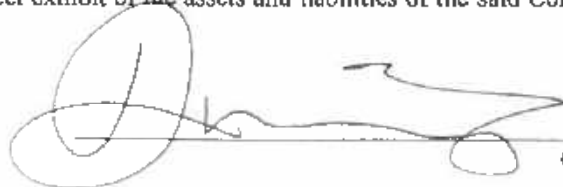
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 106,785
Ceded Reinsurance Premiums Payable	46,727,605
Remittances and Items Unallocated	125,000
Payable to parents, subs and affiliates	28,621,373
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 75,580,762
Capital Stock, Paid Up	\$ 5,000,000
Surplus	268,709,716
Surplus as regards Policyholders	273,709,716
TOTAL	\$ 349,290,478

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

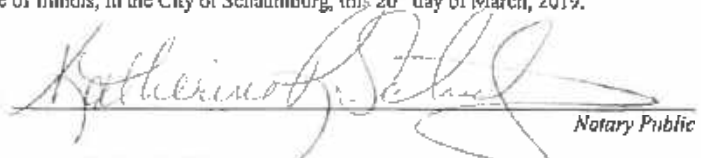
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.



Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.



Notary Public

KATHERINE R SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019



Fidelity and Deposit Company of Maryland

Home Office: P.O. Box 1227, Baltimore, MD 21203-1227

Bond No. 6354162

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, **Landmark Structures I, L.P.**, 1665 Harmon Road, Fort Worth, TX 76177, hereinafter called Principal, as Principal, and **Fidelity and Deposit Company of Maryland**, a corporation of the State of Maryland, Baltimore, Maryland, HEREINAFTER CALLED Surety, as Surety, are held and firmly bound unto **West Travis County Public Authority, 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738**, hereinafter called Obligee in the sum of **One million seven hundred twenty-nine thousand Dollars, (\$1,729,000.00)**, lawful money of the United States of America, to be paid to the said Obligee, or its successors and assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this **14th** day of **June, 2019**.

WHEREAS, the Principal entered into a contract with the said Obligee, dated **December 11, 2017**, for **\$1,729,000.00**, and,

WHEREAS, the Obligee requires that the presents be executed on or before the final completion and acceptance of said contract and;

WHEREAS said contract was completed and accepted on the **June** day of **14, 2019**.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall remedy, without cost to the Obligee, any defects which may develop during a period of **Three Years (3)** from the date of completion and acceptance of the work performed under the contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Attest:

Linda Santiago, Estimating Administrator

Landmark Structures I, L.P

By

William O. Fields, Jr, Vice President of Landmark Principal Structures Management Inc, General Partner

Fidelity and Deposit Company of Maryland

By:

Robyn Rost, Attorney-In-Fact

Corporate Acknowledgement

STATE OF Texas

COUNTY OF Tarrant

On this 14th day of June the year 2019, before me

Esther Hernandez-Sevier, NOTARY PUBLIC personally

appeared William O. Fields, Jr., Vice President of Landmark Structures Management Inc., General Partner

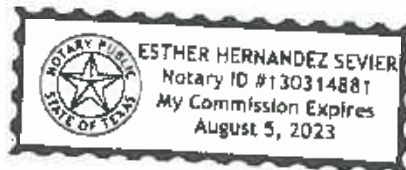
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year first above written.

My Commission expires August 5, 2023

Esther Hernandez-Sevier
Notary Public, residing at Tarrant County

(SEAL)



ACKNOWLEDGEMENT OF SURETY

State of New Jersey

County of Morris

City of Florham Park

On this 14th day of June in the year 2019 before me personally

Came Robyn Rost to me known, who, being by me duly sworn, did

depose and say that he resides in Florham Park, NJ that he is the Attorney-

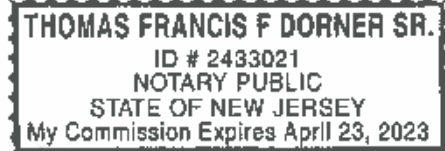
In-Fact for Fidelity and Deposit Company of Maryland the corporation described

In and which executed the attached instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal;

and that it was so affixed by Order of the Board of Directors of the said corporation,

and that he signed his name thereto by like order.


Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Robyn ROST and Raymond GIL, both of Matawan, New Jersey, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

**State of Maryland
County of Baltimore**

On this 26th day of September, 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2018

ASSETS

Bonds	\$ 245,255,635
Stocks	22,855,569
Cash and Short Term Investments	3,092,872
Reinsurance Recoverable	73,242,781
Federal Income Tax Recoverable	42,258
Other Accounts Receivable	4,801,363
TOTAL ADMITTED ASSETS	\$ 349,290,278

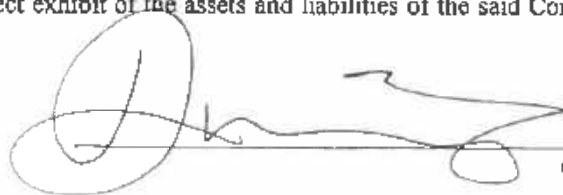
LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 106,785
Ceded Reinsurance Premiums Payable	46,727,605
Remittances and Items Unallocated	125,000
Payable to parents, subs and affiliates	28,621,373
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 75,580,762
Capital Stock, Paid Up	\$ 5,000,000
Surplus	268,709,716
Surplus as regards Policyholders	273,709,716
TOTAL	\$ 349,290,478

Securities carried at \$162,739,508 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2018 would be \$349,736,423 and surplus as regards policyholders \$274,155,661.

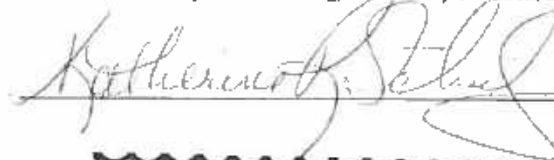
I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2018.



Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 20th day of March, 2019.



Notary Public

KATHERINE R SCHULTZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 16, 2019

Release of Liens

FROM: Contractor's Name Landmark Structures I, L.P.

Address 1665 Harmon Road, Fort Worth Texas 76177

TO: Owner's Name West Travis County Public Utility Agency

Address 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, TX 78738

DATE OF CONTRACT: December 7, 2017

Upon receipt of final payment and in consideration of that amount, the undersigned does hereby release the Owner and its agents from any and all claims arising under or by virtue of this this Contract or modification thereof occurring from the undersigned's performance in connection with the West Travis County PUA 1340 Elevated Storage Tank project.


Contractor's Signature

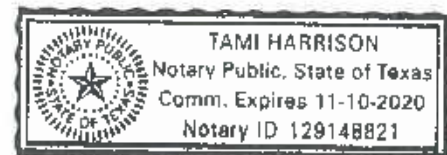
Keri Adrian-Williams / Controller
Printed Name & Title

Subscribed and sworn to before me this 1st day of October, 20 19.


Notary Public

My Commission Expires:

11-10-2020



CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF Texas

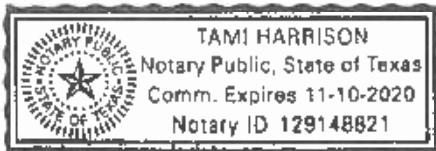
COUNTY OF Tarrant

Personally, before me the undersigned authority, on this day appeared Keri-Adrian Williams
Controller, who being duly sworn, on oath, says that he is a legal representative
of Landmark Structures I, LP of Tarrant County, TX, that the work
for the design and construction of the project designated as West Travis County PUA 1340 Elevated Storage Tank
Construction has been satisfactorily completed; and that all bills for materials, supplies, apparatus, fixtures, machinery,
and labor used in connection with the construction of this project have been fully paid.

This affidavit is made for the purpose of obtaining payment from West Travis County PUA
12014 US Hwy 290, Austin TX 78737 on above construction work.

[Signature]
(Signed)

This instrument was acknowledged before me on October 1, 2019,
by Keri-Adrian Williams.



Tami Harrison
Notary Public in and for the State of Texas

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

SUBCONTRACTOR'S LIEN WAIVER

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

BEFORE ME, the undersigned authority, personally appeared BRYAN SIMPSON, who, being by me duly sworn, states as follows:

I,
My name is BRYAN SIMPSON. I am GENERAL MANAGER of
GAC EQUIPMENT, LLC dba AUSTIN CRANE SERVICE (hereinafter referred to as
"Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of certain facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"),
_____ and _____ ("Contractor"), dated
_____.

II.

For and in consideration of the payment to Subcontractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Subcontractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property to Owner completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

SPECIFICALLY FOR THE THREE DOCUMENTED INVOICES BELOW

IN007495	\$860.00	DATED: 03/04/19	STATUS: PD 04/19/19	JOB #1598
IN007338	\$5,912.50	DATED: 02/15/19	STATUS: PD 03/11/19	JOB #1596
IN007270	\$4,887.50	DATED: 02/07/19	STATUS: PD 03/11/19	JOB #1598

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

SUBCONTRACTOR'S LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Jane O. McKenzie

BEFORE ME, the undersigned authority, personally appeared _____, who, being by me duly sworn, states as follows:

My name is Jane O. McKenzie I. President of GULF STATES PROTECTIVE COATINGS, INC. (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of certain facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and Landmark ("Contractor"), dated _____.

II.

For and in consideration of the payment to Subcontractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Subcontractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property to Owner completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 10th
day of October, 2019

GULF STATES PROTECTIVE COATINGS, INC.

(SUBCONTRACTOR)

By: Jane O. McKenzie

Jane O. McKenzie

Printed Name: _____

Title: President



SWORN TO AND SUBSCRIBED BEFORE ME this 10 day of October, 2019

M. Morris
Notary Public, State of Texas

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me this 10 day of October,
2019 by Jane O. McKenzie of
Gulf States Protective Coatings, a corporation on behalf of
said corporation.

M. Morris
Notary Public in and for the State of Texas

Printed Name: Matt Morris

My Commission Expires: 4-15-20



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

SUBCONTRACTOR'S LIEN WAIVER

Georgia
THE STATE OF ~~TEXAS~~ §

§
COUNTY OF ~~TRAVIS~~ §
Rockdale

BEFORE ME, the undersigned authority, personally appeared Miles Steele, who, being by me duly sworn, states as follows:

I.
My name is Miles Steele. I am National Waterworks of Corpro (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of certain facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures ("Contractor"), dated 4-3-18.

II.

For and in consideration of the payment to Subcontractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Subcontractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property to Owner completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

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

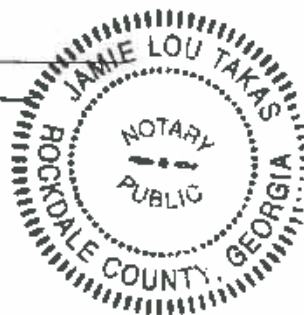
IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 11
day of October, 2019.

Compro
(SUBCONTRACTOR)
By: Miles Steele
Printed Name: Miles Steele
Title: National Waterworks Man

SWORN TO AND SUBSCRIBED BEFORE ME this 11 day of October, 2019

Jamie L. Takas
Notary Public, State of ~~Texas~~ Georgia

Georgia
THE STATE OF ~~TEXAS~~ §
§
COUNTY OF ~~TRAVIS~~ §
Rockdale



This instrument was acknowledged before me this 11 day of October, 2019
by Miles Steele National Waterworks MM of
Compro a this Corporation on behalf of
said Compro.

Jamie L. Takas
Notary Public in and for the State of ~~Texas~~ Georgia

Printed Name: Jamie L. Takas

My Commission Expires: 7/20/2022



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

SUBCONTRACTOR'S LIEN WAIVER

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Debbie Hunter, who, being by me duly sworn, states as follows:

I. My name is Debbie Hunter. I am President of Hunter Demolition & Wrecking Corporation (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of certain facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"),

WTCPUA and Landmark Structures ("Contractor"), dated _____.

II.

For and in consideration of the payment to Subcontractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Subcontractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it is the intention to relinquish, and release the Property to Owner completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 10th
day of October, 2019.

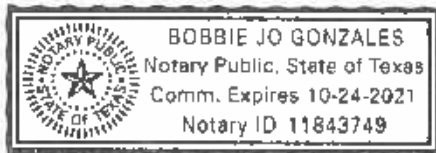
Hunter Demolition & Wrecking Corporation
(SUBCONTRACTOR)

By: [Signature]

Printed Name: Bobbie Hunter

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME this 10th day of October, 2019.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this _____ day of _____,
by _____ of
_____ a _____, on behalf of
said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

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

SUBCONTRACTOR'S LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Nathan Reed, who, being by me duly sworn, states as follows:

i.
My name is Nathan Reed, I am President of SunTech Electrical Contractors, Inc. (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of certain facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), SunTech Electric and Landmark Structures ("Contractor"), dated 8/21/2018.

ii.

For and in consideration of the payment to Subcontractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Subcontractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property to Owner completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 10th
day of October, 2019.

SunTech Electrical Contractors

(SUBCONTRACTOR)

By: [Signature]

Printed Name: Nathan Reed

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME this 10th day of October, 2019.

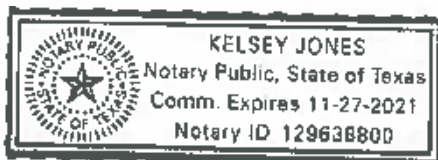
[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of October, 2019 by Nathan Reed, President of SunTech Electrical a Subcontractor on behalf of said Landmark Structures.



[Signature]
Notary Public in and for the State of Texas

Printed Name: Kelsey Jones

My Commission Expires: 11/27/2021

SUBCONTRACTOR'S LIEN WAIVER

00810-9

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 4th
day of November, 2019.

Nelson Lewis, Inc.
(SUBCONTRACTOR)

By: J. Brandon Abercrombie

Printed Name: J. Brandon Abercrombie

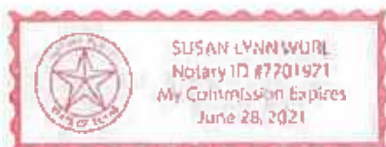
Title: Controller

SWORN TO AND SUBSCRIBED BEFORE ME this 4th day of November, 2019.

Susan Wurl
Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 4th day of November 2019,
by J. Brandon Abercrombie, Controller of
Nelson Lewis, Inc. an S-Corp, on behalf of
said Corporation.



Susan Wurl
Notary Public in and for the State of Texas
Printed Name: Susan Wurl
My Commission Expires: 6-28-21

MACI/ECON

WTCPLA
1340 ELEVATED STORAGE TANK

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 17

Original Contract Price		\$1,729,000.00
Net Change by Change Orders		\$0.00
Current Contract Price		\$1,729,000.00
Total Completed and Stored to Date		\$1,729,000.00
Retainage		
5% Work Completed (D+E)	\$1,729,000.00	\$86,450.00
5% Stored Material (F)	\$0.00	\$0.00
Total Retainage		\$86,450.00
Amount Eligible to Date		\$1,642,550.00
Less Previous Payments		\$1,530,019.50
Amount Due this Application		\$112,530.50
Balance to Finish, Plus Retainage		\$86,450.00

Application for Payment No. 18

Original Contract Price		\$1,729,000.00
Net Change by Change Orders		\$0.00
Current Contract Price		\$1,729,000.00
Total Completed and Stored to Date		\$1,729,000.00
Retainage		
0% Work Completed (D+E)	\$1,729,000.00	\$0.00
0% Stored Material (F)	\$0.00	\$0.00
Total Retainage		\$0.00
Amount Eligible to Date		\$1,729,000.00
Less Previous Payments		\$1,642,550.00
Amount Due this Application		\$86,450.00
Balance to Finish, Plus Retainage		\$0.00

ITEM D



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

November 13, 2019

Mrs. Jana Gillis
P.O. Box 1614
Dripping Springs TX, 78620

Re: DMG Holdings
(WTCPUA #290-19-026)
13701 Trautwein
Austin, TX 78737

Dear Mrs. Gillis:

The West Travis County Public Utility Agency (WTCPUA) has completed its review of requested water service for an assisted living facility. Service Availability for sixteen (16) LUEs 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 sixteen (16) LUEs 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 PUA inspects and accepts the facilities per the approved construction plans and specifications.
5. The Developer, at its sole cost and expense, grants to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities.
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 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


Mrs. Jana Gillis
Page 3
November 13, 2019

Cc: Reuben Ramirez
Jennifer Smith
Keli Kirkley
Jennifer Riechers
Stephanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.
Ronee Gilbert, Murfee Engineering Company, Inc.

DMG Holdings

Site Location

Legend

 13701 Trautwein Rd

Google Earth

© 2018 Google



5000 ft

ITEM E

**AGREEMENT FOR THE PROVISION OF NONSTANDARD
RETAIL WATER AND WASTEWATER SERVICE
(JPD BACKYARD FINANCE, LLC)**

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

WHEREAS, Developer currently owns and plans to develop approximately 19.52 acres of land and approximately 35 acres of land, both of which are within the WTCPUA’s water and wastewater service area as described on the attached **Exhibit A-1** (collectively, the “**Proposed Development**”); and

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

WHEREAS, Developer’s predecessor-in-interest, Backyard Partners, LLC entered into that certain Agreement For the Provision of Nonstandard Retail Water and Wastewater Service dated December 16, 2015 for the 35 acres of land referred above and Developer’s predecessor-in-interest, Terrace Partners, LLC entered into that certain Agreement For the Provision of Nonstandard Retail Water and Wastewater Service dated December 16, 2015 with WTCPUA for the 19.52 acres of land referenced above (collectively, as may have been amended the “**Original Service Agreements**”);

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

WHEREAS, this Agreement shall terminate, supersede, and replace the Original Service Agreements; 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 JPD Backyard Finance, LLC or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.
- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water and wastewater service from the WTCPUA System to the Proposed Development.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water and wastewater service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water and wastewater facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water and wastewater service usage per connection for its Retail Customers.
- (i) “Proposed Development” shall mean the development projects to be located on the approximately 19.52 acre tract and the approximately 35 acre tract described on **Exhibit “A-1”** as further defined by Site Development Plans issued by the City of Bee Cave, as the same may be amended from time to time, for said tract of land.
- (j) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water and/or wastewater capacity in the WTCPUA System.
- (k) “Reservation Period” shall mean the period commencing on the Effective Date of this Agreement and ending on December 16, 2024.

- (l) "Retail Customer" shall mean a person or entity applying for an individual retail water and wastewater service connection located in the Proposed Development.
- (m) "WTCPUA" shall mean the West Travis County Public Utility Agency or its Assignees.
- (n) "WTCPUA Rules and Policies" shall mean the WTCPUA's rules and policies adopted by its Board of Directors governing the provision of retail water and wastewater service to Retail Customers and related matters, 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.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 WTCPUA to Provide Service. For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 409 LUEs of retail water and wastewater service for Retail Customers located within the Proposed Development pursuant to the terms of this Agreement and the WTCPUA's Rules and Policies. In no event shall WTCPUA be obligated to provide retail water or wastewater service to Retail Customers located within the Proposed Development that collectively exceed 409 LUEs.

Developer may re-plat tracts of land within the Proposed Development, but the combined service commitment of any such re-plat within the Proposed Development shall at no time collectively exceed 409 LUEs. If such re-plat results in the Proposed Development collectively needing more than 409 LUEs of water and/or wastewater service, the Developer must submit a new

service extension request and additional water and/or wastewater impact fees may be due in accordance with the WTCPUA's Rules and Policies in effect at the time of the request for additional service.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

Section 3.1 **Construction of Facilities.** Developer shall construct, at Developer's sole cost and expense, all facilities relating to the Proposed Development, including the Developer Facilities, in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for all facilities relating to the Proposed Development, including the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Construction of all facilities relating to the Proposed Development including the Developer Facilities shall be subject to all WTCPUA Rules and Policies. Further, the Developer, at its sole cost and expense, shall grant to the PUA all on-site and off-site easements necessary for the PUA to own and operate the facilities. The provision of retail water and wastewater service to the Proposed Development does not require the construction of any Developer 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 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 or wastewater service to a

Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies,, including the payment of Impact Fees as provided in Section 4.2.

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.

Section 4.2 **Impact Fees.** Developer shall pay water and wastewater Impact Fees as provided in Chapter 395 of the Texas Local Government Code prior to the commencement of service and setting of the retail meter to the Proposed Development. Developer shall pay water and wastewater Impact Fees for a total of 409 LUEs.

Section 4.3 **Reservation Fees**

Developer shall annually pay Reservation Fees for water and wastewater service during the Reservation Period. Reservation Fees shall be calculated by multiplying the current Reservation Fee as contained in the WTCPUA Rules and Policies at the time of each anniversary of the Effective Date of this Agreement times the number of unused LUEs reserved for the Developer pursuant to this Agreement. Developer shall calculate and pay annual Reservation Fees for reserved water and wastewater LUEs. Annual payments of Reservation Fees shall be due upon each annual anniversary of the commencement of the Reservation Period. Upon each annual payment of Reservation Fees, the LUEs for which Reservation Fees have been paid will be considered to be in "reserved status" for the next contract year in the Reservation Period. Reservation Fees are non-refundable and non-reimbursable. If Reservation Fees are not paid 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.

Notwithstanding the foregoing, under the Original Service Agreements, Reservation Fees were due on or before December 15th of each calendar year. To keep the existing payment schedule in place, Reservation Fees under this Agreement for the Reservation Period shall also be due on December 15 of each calendar year commencing on December 15, 2019.

Furthermore, the Developer agrees and understands that the WTCPUA's commitment of 409 LUEs of water and wastewater service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 409 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the expiration of the Reservation Period. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

- (a) In the event that Developer defaults on or materially breaches any one or more of the provisions of this Agreement, other than for 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 and wastewater service to Retail Customers within the Proposed Development after the date of termination. If any default is not capable of being cured within thirty (30) days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

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

ARTICLE VI

GENERAL PROVISIONS

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

Section 6.2 **Assignment.** Developer may assign all or a portion of this Agreement only with the express written consent of the WTCPUA. WTCPUA may assign this agreement, including to a successor organization created for the purpose of assuming all of the WTCPUA's assets and liabilities, including a water conservation and reclamation district created pursuant to Article XVI, Section 59 of the Texas Constitution.

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

WTCPUA: Jennifer Riechers
General Manager
West Travis County PUA
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, TX 78738
Email: jriechers@wtcpua.org

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

Developer: Kyle McDaniel
JPD Backyard Finance, LLC
8911 N. Capital of Texas Highway, Suite 3210
Austin, Texas 78749
Email: kyle@backyardaustin.com

Copy to: Talley J. Williams
Metcalf Wolff Stuart & Williams, LLP
221 West 6th Street, Suite 1300
Austin, Texas 78701
Email: twilliams@mwswtexas.com

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

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

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

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

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

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

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

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

Section 6.12 Prior Agreements. This Agreement hereby replaces and supersedes the Original Service Agreements.

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

JPD Backyard Finance, LLC, a Texas limited liability company

By: _____

Name: _____

Date: _____

EXHIBIT A-1

Lot 5, Block "B" of HILL COUNTRY GALLERIA, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200600357 of the Official Public Records of Travis County, Texas;

Lot 4, Block "B" of HILL COUNTRY GALLERIA, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200600357 of the Official Public Records of Travis County, Texas; and

Lots 1 and 2, Block "B" of THE AMENDED FINAL PLAT HILL COUNTRY GALLERIA OF LOTS 1-3, 6-8 and 10-26, BLOCK A, LOTS 1-3 AND 6-8, BLOCK B AND LOT 1, BLOCK C, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 200700378 of the Official Public Records of Travis County, Texas.

Lots 1 and 2, Block A, PLANET EARTH MUSIC, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded under Document No. 201000097 of the Official Public Records of Travis County, Texas.

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

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

WHEREAS, Developer currently owns and plans to develop approximately 9.77 acres of land within the WTCPUA’s water service area as shown on the attached **Exhibit A** (the “Proposed Development”); and

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

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

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

ARTICLE I

DEFINITIONS, HEADINGS AND INTERPRETATION

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

- (a) “Agreement” shall mean this Agreement, its attachments, exhibits, and matters included by reference, and any amendment or supplement thereto.
- (b) “Assignee” shall mean any person or entity who receives an express assignment of the rights of either Party and expressly assumes such Party’s duties and responsibilities with respect to this Agreement as provided in Section 6.2 herein.
- (c) “Developer” shall mean DMG Holdings, LLC-Series Trautwein (“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 as amended from time to time.
- (o) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities and wastewater collection, treatment and disposal facilities used by the WTCPUA to provide retail potable water service and retail wastewater service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping facilities, wastewater collection lines, lift stations, treatment and disposal facilities, and related facilities.

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

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

ARTICLE II **SERVICE COMMITMENT**

Section 2.1 **WTCPUA to Provide Service.** For and in consideration of Developer's obligations, covenants and conditions set forth in this Agreement, WTCPUA agrees to provide up to 16 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 16 LUEs.

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

ARTICLE III **FACILITIES FOR THE PROPOSED DEVELOPMENT**

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

Section 3.2 **Developer 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.

Section 4.2 Impact Fees. 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 16 LUEs.

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

Should Developer transfer or assign this Agreement, neither the reservation of nor right to reserve LUEs shall be automatically assigned to any future successor in interest of the Developer

as a component of any assignment of this Agreement without express written consent of the WTCPUA.

Reservation Fees for the initial year of the Reservation Period must be paid not later than six (6) months from the date of the Written Service Commitment by the WTCPUA Board of Directors if a water meter or meters having up to 16 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 16 LUEs of water service runs with and is assigned to the Proposed Development.

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

ARTICLE V **TERM; DEFAULT**

Section 5.1 **Term; Termination.** This Agreement shall become effective upon the latest date of execution by either the Developer or the WTCPUA (the "Effective Date"). WTCPUA may terminate this agreement upon written notice to Developer for any of the 16 LUEs for which a Retail Customer has not requested service in accordance with the WTCPUA Rules and Policies by the fourth anniversary of the Effective Date. The Parties may extend the termination deadlines in this Section upon written amendment of this Agreement. Unless otherwise earlier terminated, this Agreement shall extend from the Effective Date for as long as the WTCPUA provides service to Retail Customers located in the Proposed Development.

Section 5.2 **Default.**

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

days, then WTCPUA may not terminate this Agreement or exercise any other remedies under this Agreement so long as Developer diligently and continuously pursues curative action to completion.

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

ARTICLE VI

GENERAL PROVISIONS

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

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

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

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

 Email: jriechers@wtcpua.org

Copy to: Stefanie Albright

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

Email: salbright@lglawfirm.com

Developer:

Email: _____

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

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

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

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

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

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

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

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

[Signature pages to follow]

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

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant
Secretary/Treasurer

Date: _____

DMG HOLDINGS, LLC-SERIES TRAUTWEIN

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

EXHIBIT B
DEVELOPER FACILITIES

ITEM F

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
AC LEDGESTONE OWNER, LLC
(Ledgestone Expansion Phase II)**

This Agreement is made and entered into as of the ____ day of _____, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **AC LEDGESTONE OWNER, LLC**, a Delaware limited liability company, whose address is c/o Civitas Senior Living, 777 Main Street, Suite 2300, Fort Worth, Texas 76102 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, Ledgestone Expansion Phase II located at Lot 2, Block A of Bush Ranch Phase 3 Section 1, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to Ledgestone Expansion Phase II located at Lot 2, Block A of Bush Ranch Phase 3 Section 1, Texas.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Contract between AC Ledgestone Owner, LLC and Trepex Construction, LLC for Ledgestone Expansion Phase II, 13150 Four Star Boulevard, Austin, Texas 78737, dated June 6, 2018.

- (b) **Facilities:** All water facilities constructed to serve Lot 2, Block A of Bush Ranch Phase 3 Section 1, Texas, and recorded as the map or plat recorded in Volume 18, Page 117 of the Plat Records of Hays County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements

and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

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

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

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

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

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

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

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

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

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

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

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

(Seal)

Notary Public Signature

SELLER

AC LEDGESTONE OWNER, LLC

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2019, by _____ of AC Ledgestone Owner, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A – The Facilities

Description	Quantity	Unit
6" Water Main	7	LF
8x8 Tee	1	EA
8x6 Reducer	1	EA
6" Gate Valve	1	EA
2" Tap	1	EA
2" Meter Vault	1	EA
2" Water Service	5	EA
2" Gate Valve	1	EA

AFFIDAVIT AS TO NO LIENS

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BEFORE ME, the undersigned authority, on this day personally appeared

_____, who, being by me first duly sworn, upon oath says:

"I am the _____ of AC LedgeStone Owner, LLC, a Delaware limited liability company, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water facilities and improvements constructed to serve property located within the Agency's service area.

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

AC LEDGESTONE OWNER, LLC

By: _____

Name: _____

Date: _____

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This instrument was acknowledged before me on the _____ day of _____, 2019,
by _____, _____ of AC Ledgestone Owner, LLC, on behalf of said
company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires:

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
AC LEDGESTONE OWNER, LLC
(Ledgestone Expansion Phase III)**

This Agreement is made and entered into as of the ____ day of _____, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **AC LEDGESTONE OWNER, LLC**, a Delaware limited liability company, whose address is c/o Civitas Senior Living, 777 Main Street, Suite 2300, Fort Worth, Texas 76102 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, Ledgestone Expansion Phase III located at [legal description], Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to Ledgestone Expansion Phase III located at Lot 2, Block A of Bush Ranch Phase 3, Section 1, a Subdivision in Hays County, Texas.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Contract between AC Ledgestone Owner, LLC and Trepex Construction, LLC for Ledgestone Expansion Phase III, 13150 Four Star Boulevard, Austin, Texas 78737, dated August 22, 2018.

- (b) Facilities: All water facilities constructed to serve Lot 2, Block A, of Bush Ranch Phase 3, Section 1, a subdivision in Hays County, Texas, and according to the map or plat of record in Volume 18, Pages 117-118, of the Plat Records of Hays County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way

that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

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

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

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

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

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

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

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

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

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

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

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

(Seal)

Notary Public Signature

SELLER

AC LEDGESTONE OWNER, LLC

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2019, by _____ of AC Ledgestone Owner, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A – The Facilities

Description	Quantity	Unit
6" Water Main	32	LF
Fire Hydrant Assembly	1	EA
8x8 Tee	1	EA
6" Gate Valve	2	EA
2" Tap	1	EA
2" Meter Vault	1	EA
2" Water Service	26	EA
2" Gate Valve	1	EA

AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS

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COUNTIES OF TRAVIS AND HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, being by me first duly sworn, upon oath says:

"I am the _____ of AC Ledgestone Owner, LLC, a Delaware limited liability company, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water facilities and improvements constructed to serve property located within the Agency's service area.

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

AC LEDGESTONE OWNER, LLC

By: _____

Name: _____

Date: _____

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____ of AC Ledgestone Owner, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
ANTHEM LEDGE STONE APARTMENT HOMES, LLC
(Anthem Apartment Homes)**

This Agreement is made and entered into as of the ____ day of _____, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “Agency”), and **ANTHEM LEDGE STONE APARTMENT HOMES, LLC**, a Delaware limited liability company, whose address is 383 Rocky Ridge Trail, Austin, Texas 78737 (herein the “Seller”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, Anthem Apartment Homes at Ledge Stone located at Lot 1, Block A of the Bush Ranch Subdivision, Phase 2, Section 2, in Hays County, Texas, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to Anthem Apartment Homes at Ledge Stone located at Lot 1, Block A of the Bush Ranch Subdivision, Phase 2, Section 2, in Hays County, Texas.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Subcontract Agreement between Bonner Carrington Construction and DNT Construction for Anthem Apartment Homes at Ledge Stone, 383 Rocky Ridge Trail, Austin, Texas 78737, dated June 11, 2018.

- (b) Facilities: All water facilities constructed to serve Lot 1, Block A of the Bush Ranch Subdivision, Phase 2, Section 2, located in Hays County, Texas, according to the map or plat of record in Volume 18, Pages 344-346, of the Official Public Records of Hays County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as

shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

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

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

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

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

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

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

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

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

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

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

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said Agency.

(Seal)

Notary Public Signature

SELLER

**ANTHEM LEDGE STONE APARTMENT
HOMES, LLC**

By: _____

Name: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
2019, by _____ of Anthem Ledge Stone Apartment Homes, LLC, on behalf of said
company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A – The Facilities

Description	Quantity	Unit
8" Waterline PVC DR 14, C-900	3,439	LF
6" Waterline PVC DR 14, C-900	459	LF
4" Waterline PVC DR 14, C-900	142	LF
3" Waterline PVC DR 14, C-900	60	LF
8" Gate Valve with Box	23	EA
6" Gate Valve with Box	10	EA
2" Water Meter	11	EA
Fire Hydrant Assembly	14	EA
Trench Safety	3,439	LF
Drain Valve	1	EA

AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS

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§

COUNTIES OF TRAVIS AND HAYS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, who, being by me first duly sworn, upon oath says:

"I am the _____ of Anthem Ledge Stone Apartment Homes, LLC, a Delaware limited liability company, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water facilities and improvements constructed to serve property located within the Agency's service area.

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

**ANTHEM LEDGE STONE APARTMENT HOMES,
LLC**

By: _____

Name: _____

Date: _____

STATE OF TEXAS

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COUNTY OF TRAVIS

This instrument was acknowledged before me on the ____ day of _____, 2019, by _____, _____ of Anthem Ledge Stone Apartment Homes, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

ITEM A

Delivering Professional Grade Leak Detection

SAMCO **PROPOSAL**

Prepared for: **PUA –**

Bear Creek

and

Seven Oaks

Date: November 7, 2019

Its time to call
SAMCO
LEAK DETECTION
Delivering proven results since 1985.

901 Mopac Expressway South
Barton Oaks One, Suite 300
Austin, TX 78746



(512) 263-7043



samco-leakservice.com



sgodfrey@samco-leakservice.com



LEAK DETECTION SERVICES

OVERVIEW

SAMCO is pleased to submit this proposal for services to support PUA in achieving its goals for reducing water loss and improving overall water distribution efficiency.

SAMCO provides a turnkey water distribution system evaluation and survey to determine water loss. SAMCO will inspect the water system for leaks to help reduce your water loss and focus on water conservation. You will be provided a leak detection report indicating all findings as well as a leak location map.

PROPOSAL

The line items listed below indicate in detail the services to be provided. It is a customized list of all work to be performed to ensure the project will achieve its specified goals in a timely and efficient manner.

1. **Pre-Survey Consultation:** SAMCO Leak Detection Services, Inc. ("SAMCO") will meet with the Customer's designated agents to review all system mapping data and develop a strategy for the leak detection survey.
2. **Acoustic Leak Detection Surveying:** SAMCO will perform an acoustic leak detection survey and visual inspect approximately 5 linear miles of pipe line for Seven Oaks and 32 linear miles of Bear Creek. SAMCO will survey all of the following assets:
 - accessible active and inactive service connections;
 - fire hydrants;
 - distribution valves;
 - flush valves;
 - well sites;
 - storage tanks;
 - pressure planes;
 - air release valves;
 - pressure reducing valves; and
 - check valves to identify system leaks and water loss problems.

The applicable leak detection survey area and accompanying system maps will be provided by the Customer to SAMCO.

3. **Water System Asset GPS Locations:** SAMCO will geographically collect GPS point data locations of the Customer's PWS distribution system as follows:

- accessible active and inactive service connections;
- fire Hydrants;
- distribution valves;
- pressure plane valves;
- check valves;

All GPS data points will be collected with sub-meter accuracy. GPS data points will be exported in a shapefile format with WGS 84 coordinate system.

4. **Data Dictionary Information:** SAMCO technicians will collect GPS point while selecting attributes from the data dictionary list created with the assistance of the Customer's staff for all data points collected in the field.
5. **Mapping:** SAMCO will create a variety of custom maps (PDF hard copy) as requested by the Customer, using the data collected during the survey. The water distribution system maps will include:
6. **GPS Leak Locations and Map:** SAMCO will geographically plot leak locations with a Trimble GPS sub-meter (<100 cm) accuracy unit. GPS data points will be provided to the Customer's designated agent in a Shapefile with World Geodetic System 84 (WGS84) or North American Datum 83 (NAD83) latitude/longitude coordinates for Geographic Information System (GIS) mapping updates. SAMCO will also provide the Customer with a hard copy PDF map of all their leak locations.
7. **Survey Implementation Schedule:**
- Pre – Survey Consultation – November 7, 2019
 - Start of Full Survey – Pending contract negotiations TBD
 - Bear Creek Completion of Contract Services – Approximately ten (10) days after survey commencement
 - Seven Oaks Completion of Contract Services – Approximately three (3) days after survey commencement
8. **Workmanship:** SAMCO will perform services for the Customer in a good and workmanlike manner in accordance with generally accepted standards of care in the industry. SAMCO does not guarantee it will detect any or every leak from the Customer's water system, but that it will use commercially reasonable methods and practices to perform the services.
9. **Cost Adjustments:** If the Customer alters the size or scope of its water system or facilities during the term of the agreement, the parties agree that the charges below will be adjusted accordingly on a pro rata basis. The parties agree that the current area of the water system to be surveyed is 5 linear miles of pipe line for Seven Oaks and 32 linear miles of Bear Creek.

10. **Insurance:** SAMCO will maintain insurance during its performance of the services and will present certificates of coverage upon request of the Customer.
11. **Payments:** Upon completion of the services, SAMCO will submit an invoice and Customer will remit payment within thirty (30) days of the invoice date. If Customer has a good faith dispute with the amount of the invoice, Customer will notify SAMCO in writing of the basis for the dispute and will pay all amounts not so disputed within the 30-day period. All amounts owed to SAMCO and not paid within 30 days, whether or not disputed, will accrue interest at the rate of twelve percent (12%) per annum.
12. **Dispute Resolution:** Customer will provide SAMCO with written notice of any alleged breach or default and a reasonable period of not less than thirty (30) days in which to cure the breach or default. Any controversy or claim arising out of or relating to this agreement, or any breach or default thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Execution Strategy

SAMCO will meet with the appropriate PUA staff to ensure the project is executed in a correct and timely manner. A kick off meeting will lay out the plan to begin the project. Once SAMCO completes the leak detection survey a post project meeting will be scheduled to present the leak detection report and all other related water loss issues identified.

Project Deliverables

Deliverable
Leak Detection Report
Leak Identification Map

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal:

Service Costs	Amount
Bear Creek - Leak Detection Survey (charge x \$700.00 per linear mile x 32 linear mile)	\$22,400.00
Seven Oaks - Leak Detection Survey (charge x \$700.00 per linear mile x 5 linear mile)	\$3,500.00
Data Collection (\$20.00 per point x TBD points)	\$TBD
Total Services Costs	\$TBD

CONCLUSION

SAMCO is looking forward to working with PUA and supporting your efforts to reduce your water loss and improve your Bear Creek and Seven Oaks water distribution system efficiency.

If you have questions on this proposal, feel free to contact Sam Godfrey at your convenience by email at sgodfrey@samco-leakservice.com or by phone at 512-751-5325. SAMCO will be in touch with you next week to arrange a follow-up conversation on the proposal.

Thank you for your consideration.

PRESENTED BY SAMCO LEAK DETECTION SERVICES, INC.:

By: _____

Sam Godfrey, President

Date

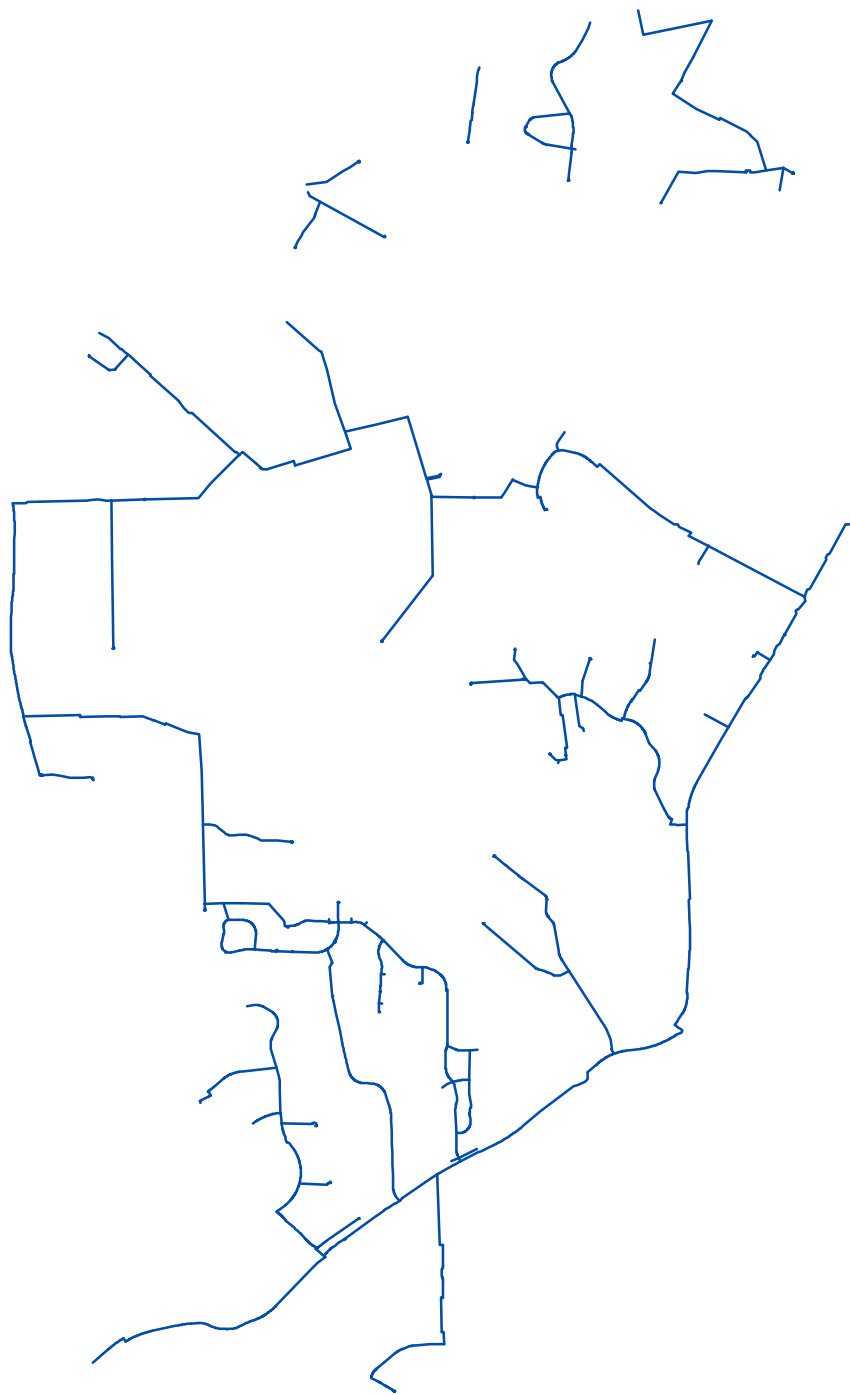
AGREED TO AND ACCEPTED BY CUSTOMER:


By: _____

Authorized Agent for Customer

Date



Printed Name and Title




— Bear Creek Water Line (32 LM)

PUA
Bear Creek
Water Distribution Systems, 2019



  Seven Oaks (5 LM)

PUA
Seven Oaks
Water Distribution System, 2019

ITEM B



Partners for a Better Quality of Life

November 11, 2019

Ms. Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Pkwy, B-110
Bee Cave, TX 78738

Re: Scope & Fee Proposal for Wastewater Collection System Smoke Testing Services
(20WTCP00029)

Dear Jennifer:

CP&Y (Consultant) is pleased to submit the following scope and fee proposal for conducting smoke testing services on the West Travis County Public Utility Agency (PUA) wastewater collection system to help identify infiltration and inflow (I/I) locations in the system. The overall project will generally consist of providing the following services:

1. Project Administration and Management
2. Smoke Testing Public Notification Services
3. Smoke Testing Field Services
4. Data Processing and Management
5. Source Defect Analysis
6. Mapping and Reporting Services

CP&Y reserves the right to hire third party(s) to assist with any of the work that is outlined herein. All references to Consultant herein refer to CP&Y and any subconsultants they may incorporate in completing the scope of work outlined herein.

Task 1: Project Administration and Management

1. Prepare a schedule of work activities and coordinate the overall work on the project to include field reconnaissance and engineering analysis.
2. Perform general consultation(s) with the PUA representative(s) on an as-needed basis depending on field circumstances encountered on the project.
3. Perform monthly project control procedures including scheduling, budgeting, quality control and progress reporting.
4. Provide up to three (3) in-person meetings with the PUA staff during smoke testing and reporting operations to discuss project issues and provide updates.

Task-1 Total Fee (Lump Sum): \$25,000.00

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124

(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com



Task 2: Smoke Testing Public Notification Services

1. Consultant will prepare and deliver notifications for the performance of smoke testing. Every reasonable effort will be made to distribute notices two (2) days prior to smoke testing; however, Owner will allow Consultant to distribute notices up to a minimum of one (1) day in advance of smoke testing.
2. Consultant may distribute notices up to a maximum of fourteen (14) days prior to smoke testing. If conditions do not allow smoke testing to be performed during this period, Consultant will redistribute notices. If redistribution of smoke notices is required, testing may be performed within one (1) day of notices being distributed.
3. Consultant and/or its subconsultant assisting with the smoke testing field work will notify designated PUA staff, local fire department(s) and local police department(s) of daily smoke testing locations via email. The PUA shall provide Consultant with the affected email addresses for these contacts.

Task-2 Total Fee (Linear Feet): \$19,530.00

Task 3: Smoke Testing Services

Engineer agrees to perform smoke testing services on approximately the following collection system pipelines.

Pipe Diameter	Linear Feet
4"	120
6"	31,025
8"	138,040
10"	8,155
12"	10,450
15"	20,640
18"	2,550
21"	3,410
24"	1,560
27"	465
TOTAL	216,415

1. Smoke testing will be conducted using axial blowers to force the smoke through the collection system pipes. Each 12-inch diameter and smaller segment shall be isolated by sandbagging. Smoke testing lengths shall be limited to two line segments between the upstream and the downstream blower locations. Smoke testing will be performed only during dry ground periods.
2. Flags shall be placed at observed smoke locations and digital images shall be captured. All defects identified by smoke testing shall be flagged and photographed. Smoke defect locations shall be recorded by obtaining GPS coordinates. All private sector smoke defect images shall be entered into the field inspection database.

3. Mainline defects shall be earmarked for further field investigations such as die testing and/or television inspections (not provided under this scope of services).

Task-3 Total Fee (Linear Feet): \$119,350.00

Task 4: Data Processing and Management Services

1. Obtain and review existing collection system information, including maps and other pertinent documents/data as provided by the PUA. PUA shall provide Consultant with electronic CAD files (maps) of the wastewater collection system. Consultant shall use the CAD maps to prepare preliminary field maps for project use.
2. Field data shall be recorded by field crews on electronic forms for each activity. All field data shall be entered into a computerized database to manage and for review.
3. All field inspection data and photos shall be provided in digital format to the PUA.

Task-4 Total Fee (Lump Sum): \$19,750.00

Task 5: Source Defect Analysis and Reporting Services

1. At the conclusion of field smoke testing operations, an engineering analysis of field survey data shall be performed to develop recommendations for prioritizing I/I source repairs, including a description of field investigations, engineering analysis, and recommended action(s) to help reduce I/I.
2. Prepare and submit two (2) bound copies and one (1) electronic copy of the technical memorandum of the source defect analysis, including smoke testing findings, recommended plan to reduce I/I, and an opinion of probable construction cost for the I/I reduction plan. A map(s) of the identified defect locations shall be submitted with the technical memorandum.

Task-5 Total Fee (Lump Sum): \$17,500.00

Task 6: Additive Alternate – GPS Locations of System Manholes

1. As an alternate service, Engineer shall use GPS technology to physically locate and record the horizontal and vertical (rim elevation) locations of manholes within the study area. A system map will be generated based on the field collected GPS data and a GIS/CAD deliverable will be provided.

Task-6 Total Fee (Lump Sum): \$44,225.00

Compensation

The PUA shall compensate Consultant for providing the services set forth herein. The fees and table contained herein reflect smoke testing up to 217,000 linear feet (LF) of gravity sanitary sewer wastewater collection system. Services for Project Administration and Management, Data Processing and Management, and Source Defect Analysis and Reporting shall be compensated on a lump sum basis. Services for Smoke Testing and Public Notification shall be compensated on a linear feet basis, not to exceed the quantity of testing and compensation listed without prior written approval by the PUA.

Task	Activity	Quantity	Unit	Unit Cost (\$)	Total Cost (\$)
1	Project Administration and Management	1	LS	\$25,000.00	\$25,000.00
2	Smoke Testing Public Notification	217,000	LF	\$0.09	\$19,530.00
3	Smoke Testing	217,000	LF	\$0.55	\$119,350.00
4	Data Processing and Management	1	LS	\$19,750.00	\$19,750.00
5	Source Defect Analysis and Reporting	1	LS	\$17,500.00	\$17,500.00
	Tasks 1-5 (Basic Services)			Total Cost	\$201,130.00
6	Additive Alternate – GPS Location/Map of MHs	1	LS	\$44,225.00	\$44,225.00
	Tasks 1-6 (All Services)			Total Cost	\$245,355.00

Project Schedule

Consultant will proceed with the services identified herein after receiving a written notice-to-proceed (NTP) from the PUA. This scope and fee proposal signed by the PUA and received by Consultant shall serve as the written NTP. PUA shall provide Consultant with electronic CAD drawings (maps) before actual work can begin on the project and smoke testing can begin. Field smoke testing work is dependent on the weather and the ground being dry. Wet and/or saturated ground will fill the soil voids with water and render the smoke testing inconclusive. Although Consultant shall strive to be proficient in completing the work identified herein in a timely manner, the actual schedule for conducting and completing the work will ultimately be dependent on the weather and ground conditions.

Services Not Provided By Engineer

The following are services not provided by the Engineer under this scope. These additional services can be provided by Engineer for additional compensation and upon written authorization by Owner.

1. Any CAD or GIS work/services to create the PUA's wastewater collection system maps.
2. Any work or testing services on pressure pipelines (e.g., force mains, water mains, etc.) and/or dry utilities (franchise utilities).
3. Any wastewater collection system testing services beyond those explicitly identified herein, such as flow monitoring, video/televising pipelines, etc.
4. Any engineering design services.
5. Any services not specifically identified as being provided herein.

Services To Be Provided by PUA

1. PUA shall provide to Consultant the electronic CAD files/drawings/maps of their sanitary sewer wastewater collection system.
2. Notification email/contact information for local emergency public service agencies, including police, fire and emergency responders.
3. Customer address information for purposes of allowing Consultant to provide notice to the customer of upcoming smoke testing.

Please review this proposal for supplemental services on this project and if satisfactory, please sign and return to me at your earliest convenience. If you have any questions you can contact me at 512-680-1539 or at swetzel@cpyi.com.

Sincerely,



Scott Wetzel, P.E.
Project Manager
CP&Y, Inc.

SCW:scw

cc: File 20WTCP00096

Accepted By:

Signature:

Printed Name:

Date:

ITEM C



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

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

MEMORANDUM

Date: November 28, 2019

To: Board of Directors – WTCPUA

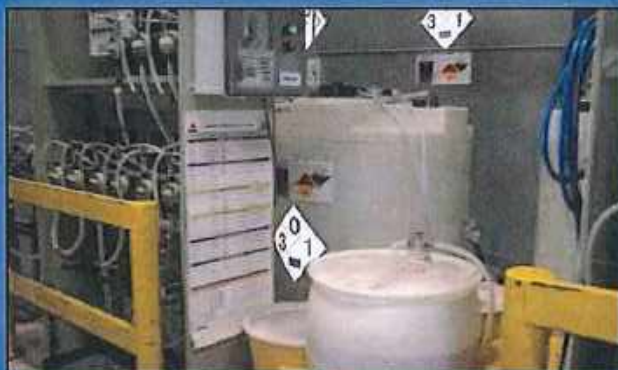
From: Reuben Ramirez, Engineering Technician

Re: Industrial Pretreatment Sampling Protocol

The purpose of the WTCPUA's Industrial Pretreatment Program is to monitor the discharge of Fats, Oils, and Grease (FOG), Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) from our Industrial Users (restaurants and commercial customers). The National Pretreatment Program, published in Title 40 Code of Federal Regulations (CFR) provides the regulatory basis to require non-domestic dischargers to comply with pretreatment standards. To obtain a representative grab sample of the effluent to be monitored, PUA Staff collects the effluent at a sample well (typically a cleanout) downstream of the pretreatment device (grease traps, oil and water separators, etc.) and before the effluent discharges into the collection system. This ensures that the sample has not only been pretreated, but also will not be comingled with any other effluent. Furthermore, by taking the sample at this location, The WTCPUA can monitor efficiency of the pretreatment devices in our service area to be able to advise our Industrial Users of any maintenance issues that need to be addressed. Lastly, the WTCPUA enforces sizing criteria, location, fixture units, and models of pretreatment devices as part of our Commercial Cross Connection Review.

The WTCPUA's highest concentration of Industrial Users (IU) reside within the Hill Country Galleria and The Shops at the Galleria developments with their wastewater transported via gravity mains of variable diameters discharging into Lift Station 14.

Industrial User Inspection and Sampling Manual For POTWs



1. INTRODUCTION

The overall objectives of the General Pretreatment Regulations are to: 1) prevent the introduction of pollutants into publicly owned treatment works (POTWs) which will interfere with the operation of the plant, including interference with the desired use or disposal of its municipal sludge; 2) prevent the introduction of pollutants into the POTW which will pass through the treatment works to receiving streams; 3) improve opportunities to reclaim and recycle municipal and industrial wastewaters and sludges; and 4) reduce the health and environmental risk of the discharge of toxic pollutants to POTWs.

Under the General Pretreatment Regulations, POTWs with approved pretreatment programs are required to inspect industrial users and sample industrial users' wastestreams to assess compliance status with pretreatment program requirements and standards (40 CFR 403.8(f)(2)(v)). This manual is intended to acquaint POTW personnel with the well-established inspection and wastewater sampling procedures that have been used in the National Pollutant Discharge Elimination System (NPDES) program for many years. The information presented will provide the POTW inspector¹ a framework for conducting inspections and wastewater sampling. The manual assumes that the POTW inspector has a basic knowledge of wastewater treatment technologies, as well as all applicable federal, state and local pretreatment requirements.

This guidance is primarily intended for use by POTW inspectors where the POTW has an approved pretreatment program; however, the procedures outlined in this guidance may be used by local POTW inspectors without an approved pretreatment program that need to characterize an industrial user.²

The information contained in this guidance will serve the experienced inspector as a reference, while new inspection personnel will find it useful for learning how to conduct inspections and sampling at significant industrial users (SIUs) and other regulated industrial users. This manual is also intended to assist the POTW's legal counsel and laboratory personnel as a reference for the legal and technical aspects of pretreatment inspections and sampling activities.

Certain elements of this industrial user inspection and sampling framework may not need to be implemented by each POTW in all cases. For example, where there are just a few, very small, industrial users in the system, the POTW may never encounter issues relating to confidential business information (CBI) or have the need to implement some of the safety precautions described in this manual. For large POTWs with many complex industrial users, it may be necessary for the POTW to follow each of the procedures outlined in this manual. When a POTW identifies a new industrial user in its jurisdiction, each of these procedures should be considered in establishing appropriate inspection and monitoring requirements for that industrial user. For additional assistance, POTW staff can contact their U.S. Environmental Protection Agency (EPA) or state pretreatment coordinator.

¹As used in the text and throughout this manual, the term "inspector" includes all field personnel who collect information that may lead to or support an enforcement action.

²For industrial user inspection and sampling activities that are conducted by state or EPA inspectors, the inspector should follow applicable state or EPA inspector requirements and guidelines. Applicable guidelines for EPA inspectors include the most current version of EPA Order 3500.1, *Training Requirements for EPA Personnel Who Are Authorized to Conduct Civil Compliance Inspections/Field Investigations and EPA Inspector Supervisors*, and EPA Order 3510, *EPA Federal Credentials for Inspections and Enforcement of Federal Environmental Statutes and Other Compliance Responsibilities*, and the *Policy Affirming the EPA Authority to Access Facilities and Conduct Inspections without Providing Personally Identifiable Information* (January 2015).

before the sample is taken.²⁴ However, some sample containers, such as those used for bacteriological sampling, require special cleaning procedures. Bacteriological sample containers must be sterilized prior to sample collection. The inspector should refer to *Standard Methods for the Examination of Water and Wastewater* and 40 CFR part 136 for proper procedures on sample container preparation.

3.6.4 Preparing Field Instruments

The most common parameters tested in the field are: pH, residual chlorine, temperature, and dissolved oxygen. For these four parameters, 40 CFR part 136 states that they must be analyzed immediately. The term “analyze immediately” means that a sample taken for the parameter should be analyzed within 15 minutes of sampling. Samples collected for measurement of these analytical parameters cannot be preserved and therefore, must be analyzed in the field. The electronic and photometric instruments used to monitor these different parameters should be checked for proper operation prior to leaving the office. The instruments should be in good condition, have charged batteries, and be calibrated. Best management practices indicate that recalibrating the instrument at the sampling location is optimal. Inspectors must use 40 CFR part 136-approved methods and should follow manufacturer’s specifications for calibration.

3.7 On-Site Activities

Once a sampling plan has been established and pre-inspection activities have been completed, the focus of the inspection turns to the on-site activities performed by the inspector. This section outlines the procedures that POTW inspectors should follow when conducting on-site sampling at industrial users. The first thing POTW inspectors should do is conduct an opening conference with the industrial user representatives. However, when there are suspected violations, the sampling personnel may want to proceed immediately with sampling and then conduct a closing conference after sampling is completed.

3.7.1 Sampling Location

The first step in preparing to sample is to verify that the sample location is appropriate. The industrial user permit must specify the sampling location for compliance sampling (40 CFR 403.8(f)(1)(iii)(B)(4)). Sampling points should be located where there is no discharge other than the discharge from the industrial user process effluent being monitored. This sampling location must be representative of the actual discharge from the facility. A representative sampling location is where a sample can be obtained that is as close as possible to the same composition as that in the larger volume of wastewater being discharged and is typical of the discharge from the facility on a normal operating day. Convenience, accessibility and safety are important considerations, but are secondary to the representativeness of the sample. The most representative samples will be drawn from a wastewater depth where the flow is turbulent and well mixed and the chance of solids settling is minimal. The depth of sample collection should be 40 to 60 percent of the wastestreams depth. To avoid contamination, the inspector should take care to collect samples from the center of the flow with the opening of the sampling device or container facing upstream. Wide channels or paths of flow may require dye testing to determine the most representative sampling site. If dye testing is inconclusive, multiple samples may need to be collected by cross sectional sampling.

The inspector should use the sampling location specified in the industrial user’s permit. If the sample location specified in the permit is not adequate to collect a representative sample, the inspector should determine an alternative location. This determination should be based on the inspector’s knowledge of the plant itself, the production processes, and the outfalls. If there is a conflict between the sample location described in the permit and the location the inspector believes is most representative, samples should be collected at both sites. The reason for the conflict should be thoroughly documented for later resolution

²⁴ Except when sampling for oil and grease, volatile organic compounds, and coliform bacteria. In these situations, the sample container should not be rinsed with the wastewater prior to sampling.

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
(512) 435-2300

FACSIMILE (512) 435-2360

Jeff Hobbs
(512) 435-2371
jhobbs@abaustin.com

October 1, 2019

Via e-mail at bgoodwin@wtcpua.org

Bill Goodwin
Director, West Travis County Public Utility Agency
13215 Bee Cave Parkway, B-110
Bee Cave, Texas 78738

Re: Hill Country Galleria – Wastewater Pretreatment Testing

Dear Mr. Goodwin:

This law firm represents CSHV HCG Retail, LLC, the owner of the project known as the Hill County Galleria located in Bee Cave, Texas, and a customer of West Travis County Public Utility Agency (“WTCPUA”). Per the request of the WTCPUA’s Interim General Manager Jennifer Riechers, I am writing you to convey my client’s complaints about the WTCPUA’s method of wastewater pretreatment testing at the Galleria, and to request reconsideration of the General Manager’s decision as reflected her August 15, 2019 email to Mariana Michel of CBRE Property Management, the property manager for the Galleria.

As you know, wastewater pretreatment testing is governed by the West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (“Rate Tariff”). Section 2.11(a) of the Rate Tariff requires that “Significant Industrial Users (‘SIU’), shall comply with the pre-treatment requirements established herein. A SIU is an industrial and/or commercial property/facility wastewater service customer of the WTCPUA who discharges sewage *into the WTCPUA wastewater collection and treatment system . . .*” (emphasis added). The pretreatment testing standards in Section 2.11(d) through (g) speak in terms of testing of wastewater “*delivered to the WTCPUA wastewater system.*” (emphasis added). Similarly, Section 2.11(h) provides that “[t]o determine the quality of *wastewater discharged into the WTCPUA wastewater system* by an SIU, the WTCPUA may collect samples of wastewater from such SIU and cause the same to be analyzed in accordance with the most recent edition of Standard Methods for the Examination of Water and Wastewater.” (emphasis added).

Contrary to those testing requirements, the WTCPUA has not been testing at the three points on the Hill Country Galleria where its system discharges wastewater into the WTCPUA wastewater system. Instead, it has been testing at the ports next to the grease traps, which are the most concentrated and dirtiest points for testing, and are not at the point where “wastewater is discharged into the WTCPUA wastewater system.” Despite my client’s requests, the WTCPUA

has been unable to point to any language within the four corners of the Rate Tariff that indicates its selected point for testing is proper.

CSHV HCG Retail, LLC believes that the required locations for wastewater pretreatment testing according to the Rate Tariff is at the three points where the Hill Country Galleria's system discharges wastewater into the WTCPA wastewater system, and it requests that the WTCPA change its pretreatment testing and associated charges accordingly.

I appreciate your consideration of my client's position, as well as its request for a hearing before the WTCPA's Board of Directors.

Very truly yours,

/s/ Jeff Hobbs

Jeff Hobbs

c. Jennifer Riechers *via e-mail*
 Mariana Michel *via e-mail*

ARMBRUST & BROWN, PLLC

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Jeff Hobbs
(512) 435-2371
jhobbs@ablaw.com

August 23, 2019

***Via certified mail, return receipt requested
and e-mail at jriechers@wtcpua.org***

Jennifer Riechers
Interim General Manager
West Travis County Public Utility Agency
13215 Bee Cave Parkway, B-110
Bee Cave, Texas 78738

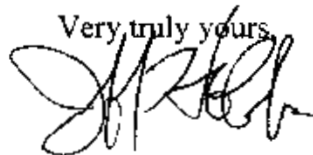
Re: Hill Country Galleria – Wastewater Pretreatment Testing

This law firm represents CSHV HCG Retail, LLC, the owner of the project known as the Hill County Galleria located in Bee Cave, Texas, and a customer of West Travis County Public Utility Agency ("WTCPUA").

Pursuant to Section 2.16(b) of the West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services, CSHV HCG Retail, LLC is requesting a hearing before the WTCPUA's Board of Directors to urge its complaint over the method of WTCPUA's wastewater pretreatment testing at the Galleria, and to request reconsideration of the General Manager's decision as reflected her August 15, 2019 email to Mariana Michel of CBRE Property Management, the property manager for the Galleria, a copy of which is attached.

Please let me and Ms. Michel know when the Board of Directors can accommodate CSHV HCG Retail, LLC's request for a hearing.

Very truly yours,



Jeff Hobbs

c. Mariana Michel *via e-mail*

Jeff Hobbs

From: Reuben Ramirez <rramirez@wtcpua.org>
Sent: Thursday, August 15, 2019 9:01 AM
To: Michel, Mariana @ Bee Cave; Jennifer Riechers
Subject: RE: Hill Country Galleria - Wastewater pretreatment testing

Mariana,

There is nothing in our Tariff that states what I mentioned. Our practice is SOP for any Industrial User/Pretreatment program outlined by the United States Environmental Protection Agency.

Thanks,

Reuben Ramirez
Engineering Technician
West Travis County Public Utility Agency
13215 Bee Cave Parkway
Bldg. B, Suite 110
Bee Cave, Texas 78738
(512) 501-8083 (Office)
(512) 913-7683 (Mobile)
rramirez@wtcpua.org



From: Michel, Mariana @ Bee Cave <Mariana.Michel@cbre.com>
Sent: Thursday, August 15, 2019 8:55 AM
To: Reuben Ramirez <rramirez@wtcpua.org>; Jennifer Riechers <jriechers@wtcpua.org>
Subject: RE: Hill Country Galleria - Wastewater pretreatment testing

Thank you.

Would you please let me know the page and section of the tariff that explicitly states the sampling point is where there is no discharge other than the discharge from the SIU being monitored? I appreciate the help.

Thank you,

Mariana Michel | Sr Real Estate Manager
CBRE Property Management | Hill Country Galleria
12700 Hill Country Blvd., Suite T-100 | Bee Cave, TX 78738
T +1 512 904 7702 | F +1 512 402 1671
Mariana.Michel@cbre.com | www.hillcountrygalleria.com

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From: Reuben Ramirez <rramirez@wtcpua.org>

Sent: Thursday, August 15, 2019 8:40 AM

To: Jennifer Riechers <jriechers@wtcpua.org>; Michel, Mariana @ Bee Cave <Mariana.Michel@cbre.com>

Subject: RE: Hill Country Galleria - Wastewater pretreatment testing

Mariana,

I would like to add that proper Industrial Pretreatment practice is to collect from sampling points where there is no discharge other than the discharge from the SIU being monitored. The sampling location must be representative of the actual discharge from the facility. Since the purpose of Industrial Pretreatment is to monitor the discharge of fats, oils, and grease, (FOG), taking a sample from the locations you mentioned in our April 4th meeting would not be an accurate representation of this discharge as it would be comingled with other effluent as mentioned by Jennifer below.

Kind Regards,

Reuben Ramirez

Engineering Technician

West Travis County Public Utility Agency

13215 Bee Cave Parkway

Bldg. B, Suite 110

Bee Cave, Texas 78738

(512) 501-8083 (Office)

(512) 913-7683 (Mobile)

rramirez@wtcpua.org



From: Jennifer Riechers <jriechers@wtcpua.org>

Sent: Thursday, August 15, 2019 8:16 AM

To: Michel, Mariana @ Bee Cave <Mariana.Michel@cbre.com>

Cc: Reuben Ramirez <rramirez@wtcpua.org>

Subject: RE: Hill Country Galleria - Wastewater pretreatment testing

Mariana,

Thank you for your email regarding wastewater pretreatment testing. Since our meeting on April 4, 2019, the PUA continues to stand by our interpretation of the Tariff that testing should occur closest to the SIU's (Significant Industrial User, as defined in the Tariff) discharge source to provide a representative sample of discharge from that entity. If the testing was performed at the point of entry into the WTCPUA system (from the Galleria), it would be comingled from all entities within the Galleria and it would be impossible to hold the individual tenants accountable for their discharge. The Galleria is tested the same as other entities within our system and we believe that it is the most accurate and equitable way to handle wastewater discharge into our system.

Thank you,

Jennifer Riechers

Interim General Manager

West Travis County Public Utility Agency

13215 Bee Cave Parkway, B-110

Bee Cave, TX 78738



From: Michel, Mariana @ Bee Cave <Mariana.Michel@cbre.com>
Sent: Wednesday, August 14, 2019 4:01 PM
To: Jennifer Riechers <jriechers@wtcpua.org>
Subject: Hill Country Galleria - Wastewater pretreatment testing

Good Afternoon Jennifer,

I wanted to follow up with our meeting on April 4, 2019 regarding the areas where the grease traps are being tested. If you recall, per the tariff, the samples were to be taken at the point of delivery to the WTCPUA system. Current WTPUA practice has samples taken at the grease traps. As General Manager, we are asking for you to interpret this tariff as written and have the testing done at the appropriate sites.

Thank you,

Mariana Michel | Sr Real Estate Manager
CBRE Property Management | Hill Country Galleria
12700 Hill Country Blvd., Suite T-100 | Bee Cave, TX 78738
T +1 512 904 7702 | F +1 512 402 1671
Mariana.Michel@cbre.com | www.hillcountrygalleria.com

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UTILITY FACILITIES CONSTRUCTION AND CONVEYANCE AGREEMENT

AGREEMENT made this ____ day of _____, 2006, between the Lower Colorado River Authority ("LCRA") and Hill Country Galleria, L.P. ("Developer"),
Witnesseth:

SECTION 1.0 GENERAL PROVISIONS OF THE AGREEMENT

Sec. 1.01. Developer is in the process of developing the property more particularly described in **Exhibit A**, attached hereto (hereinafter referred to as the "Development").

Sec. 1.02. Developer agrees to construct and install facilities necessary to provide water and wastewater services to the Development. These water and wastewater facilities, referred to as the "Facilities," include certain facilities that Developer shall convey to LCRA, in accordance with the terms and conditions of this Agreement, upon completion of their construction. The Facilities to be conveyed to LCRA shall be referred to as the "LCRA Facilities." The LCRA Facilities are defined as the water and wastewater lines and associated equipment described in the attached **Exhibit B**. The description of LCRA Facilities may be modified by written agreement of the parties. The description of LCRA Facilities may also be modified by the LCRA to correct errors or omissions necessary to make the facilities conform to LCRA Design Criteria and/or Standard Specifications.

Sec. 1.03. Developer agrees to construct and install the LCRA Facilities in accordance with the specifications as described on **Exhibit B**, unless otherwise provided in writing executed by both Developer and LCRA.

Sec. 1.04. When Developer has complied with all provisions within this Agreement, LCRA agrees to sell and deliver potable treated water meeting the minimum standards of the Texas Commission on Environmental Quality ("TCEQ"), and also to provide wastewater treatment services, to Developer and its purchasers or lessees of properties within such Development under service agreements in accordance with: 1) the LCRA's Schedule for Rates, Fees, Charges, and Terms and Conditions of Retail Treated Water and Wastewater Service ("Schedule"), as may be amended by the LCRA Board of Directors from time to time; 2) the applicable policies, rules and regulations of the LCRA ("Policies"), as amended from time to time by LCRA's Board; and, 3) any service agreement ("Service Agreement") to be signed by Developer or its purchasers or lessees at the time water or wastewater service is required. LCRA reserves the right to refuse service to Developer and its purchasers or lessees within such Development if Developer fails to comply with the terms of this Agreement.

SECTION 2.0. CONSTRUCTION OF FACILITIES

Sec. 2.01. Developer Payment for Construction and Installation of the Facilities.

- (a) Developer agrees to pay for the construction of the LCRA Facilities. Developer also agrees to pay for its costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as part of the LCRA Facilities as those costs are due.
- (b) LCRA will not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Developer in connection with the construction of the LCRA Facilities. Developer agrees that all construction contracts and other agreements entered into by Developer pertaining to the acquisition or construction of the LCRA Facilities shall contain the following provision: "Contractor shall look solely to Hill Country Galleria, L.P. (Developer) for payment of all sums due under this agreement. Nothing in this agreement shall create any relationship between Contractor and the Lower Colorado River Authority, and the Lower Colorado River Authority shall have no obligation to Contractor for any sums due under this agreement."
- (c) Developer agrees to construct a 12-inch fire flow line along the proposed Boulevard as described in **Exhibit B**. In consideration, LCRA agrees to maintain the amount of the water and wastewater impact fee to be paid per LUE, for all Initial LUEs only, at \$2,850 per LUE for water and \$2,850 per LUE for wastewater. These stated impact fees being the fees for the Bee Cave District that were in effect before those fees were amended on June 21, 2006. For purposes of this agreement, "Initial LUEs" means those LUEs that Developer has requested service and paid LCRA by June 30, 2008. Any additional meters that Developer requests or pays for after that date will be assessed impact fees as set out in the LCRA Schedule of Rates, Fees, Charges and Conditions of Service in effect at the time.

Sec. 2.02. Plats. Developer agrees to provide LCRA with all plats of the Development approved by appropriate governmental authorities and any amendments thereto. Developer must include a note on all plats that no structure in the Development shall be occupied until it is connected to a state-approved water system and to a properly permitted sewage treatment facility.

Sec. 2.03. Design and Engineering of Facilities.

- (a) All Facilities, including the LCRA Facilities, must be designed by a Registered Professional Engineer in order to provide continuous and adequate water or wastewater services to the Development in accordance with the LCRA Schedule, LCRA Policies and the specifications set out herein or in **Exhibit B**.

- (b) Developer shall submit all final plans and specifications for construction of the Facilities to LCRA for review and approval prior to commencement of construction of the Facilities.
- (c) Developer further agrees to install a flow indicator for fire lines, if any.
- (c) Any variance to the specifications or requirements within this Agreement must be submitted in writing to LCRA and is subject to LCRA's approval. Approval shall not be unreasonably withheld with respect to any variance which otherwise meets the LCRA's standard design criteria. Approval of any variance which does not meet the LCRA's standard design criteria is subject to the LCRA's sole discretion. If the LCRA Facilities as constructed by Developer are not in compliance with the agreed Specifications as set out herein or any specifications as approved by LCRA in response to Developer's variance request, then LCRA may pursue a remedy as provided in this Agreement.
- (d) Developer agrees to provide 24 hour written notice to LCRA of the date on which construction of the LCRA Facilities is scheduled to begin.
- (e) Upon completion of the LCRA Facilities, Developer will provide LCRA with a certificate of completion from Developer's engineers certifying that the LCRA Facilities have been completed in accordance with the agreed specifications as set out herein or otherwise approved by LCRA in response to Developer's variance request. The date upon which the certificate of completion is provided to LCRA shall be the "Completion Date."

Sec. 2.04. Inspection of Facilities. LCRA will have access to the Development for and the right to inspect all phases of the construction of the LCRA Facilities until Closing. Developer shall not have any portion of the LCRA Facilities covered until LCRA has been given a reasonable opportunity to inspect the LCRA Facilities. The obligation to provide the LCRA with a reasonable opportunity to inspect the facilities shall be deemed satisfied if the anticipated covering of work is disclosed in the weekly construction meeting (to which the LCRA is invited) and the covering of work occurs at least 24 hours after such meeting. Developer shall pay LCRA for inspections as required according to the Schedule of rates.

SECTION 3.0 DEVELOPER'S WARRANTIES, BONDS, AND LETTERS OF CREDIT

Sec. 3.01. Duty to Repair and Warranty. Except as otherwise specified, Developer agrees to repair all defects in materials, equipment or workmanship appearing within **one (1) year** from the Completion Date to comply with the agreed specifications for the Facilities. Upon receipt of written notice from LCRA of the discovery of any defects, Developer shall promptly and at its own cost remedy the defects and replace any property damaged therefrom. In case of emergency where delay would cause serious risk of loss or damage to LCRA or its customers, or if the Developer, after notice, fails to proceed

promptly toward such remedy within 30 days or within another period of time which has been agreed to in writing, LCRA may have defects in the LCRA Facilities corrected in compliance with the terms of this warranty and guarantee, and Developer shall be liable for all expenses incurred by LCRA in so doing.

Sec. 3.02. Assignment of Warranty Obligations. In addition to Developer's duty to repair, as set forth above, Developer shall provide a nonexclusive assignment to LCRA of any assignable warranties it has received from any and all manufacturers, suppliers, or contractors that supplied materials or labor with respect to the LCRA Facilities. Where an assigned warranty is tendered and accepted by LCRA that does not fully comply with the requirements of the agreed specifications, Developer shall remain liable to LCRA on all elements of the required warranty that are not provided by the assigned warranty.

Sec. 3.03. General Requirements for Performance and Payment Bonds.

- (a) The estimated cost of the LCRA Facilities shall be the contract price for the LCRA Facilities as determined by public bid (herein "Cost of the Facilities").
- (b) When Performance Bonds and/or Payment Bonds are required, each shall be issued in the amount of the Cost of the LCRA Facilities as security for the faithful performance and/or payment of all Developer's obligations under this Agreement. Performance Bonds and Payment Bonds shall be issued by a solvent U.S. corporate surety acceptable to LCRA and authorized to do business in the State of Texas, and shall meet any other requirements established by law or by LCRA pursuant to applicable law. The bonds shall be executed or countersigned by a Texas resident agent.
- (c) All Bonds shall be in a form that complies with this Agreement and is approved by counsel for the LCRA. All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. Any surety duly authorized to do business in Texas may write Performance and Payment Bonds on a project without reinsurance to the limit of 10 percent of its capital and surplus. Such a surety must reinsure any obligations over 10 percent. LCRA shall accept bonds that are written by agents with authority to act and duly authorized to do business in Texas. The form of the bond shall comply with any applicable federal or state requirements. The LCRA's counsel shall not unreasonably withhold approval of a substitute bond form.
- (d) If the surety on any Bond furnished by Developer is declared bankrupt or becomes insolvent or its right to do business in the State of Texas is terminated or it ceases to meet the requirements of **paragraph 3.03(b)**, Developer shall within ten (10) days thereafter substitute another Bond and surety, both of which shall

comply with the requirements of paragraph 3.03(b).

Sec. 3.04. Performance Bond.

- (a) Developer shall obtain a Performance Bond from its general contractor or subcontractor that shall extend and remain in effect through the warranty period as provided in Section 3.01. The Performance Bond shall provide that Developer may assign, without notice to the Performance Bond's surety, its rights under the Performance Bond to the LCRA at Closing. Developer shall execute at Closing a written instrument in a form approved by counsel for the LCRA (such approval not to be unreasonably withheld) to assign its rights under the Performance Bond to the LCRA.

Sec. 3.05. Payment Bond.

- (a) If the Cost of Facilities exceeds \$25,000, Developer shall obtain from its general contractor or subcontractor a Payment Bond. The Payment Bond shall remain in effect until proof that all parties due payment in connection with this Agreement have been properly paid, or until the statutory time for notice of unpaid bills has expired, whichever is later.
- (b) Claims on Payment Bonds must be sent directly to the Developer and his Surety in accordance with §2253.041, Texas Government Code. LCRA is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no responsibility because of any representation by an agent or employee.

**SECTION 4.0 CONVEYANCE OF FACILITIES AND ASSOCIATED
PROPERTY**

Sec. 4.01. Interests to be Acquired. Subject to the conditions set out in this Agreement, Developer agrees to convey to LCRA the following, which are collectively referred to as the "Interests to be Acquired":

- (a) the LCRA Facilities when they are finally constructed and approved by LCRA;
- (b) all easements necessary for the operation and maintenance of the LCRA Facilities as described in **Exhibit B** or such alternate easements approved in writing by counsel for the LCRA. The easements must have a minimum width of fifteen (15) feet, unless otherwise provided by LCRA. Such easements shall be at locations approved by Developer and in the form approved by LCRA;
- (c) all maps, drawings, engineering records, and office records in the possession of Developer relating to the LCRA Facilities; and,
- (d) a nonexclusive assignment of all of the contracts, leases, warranties, bonds,

permits, franchises, and licenses in the possession of Developer connected with and arising out of the acquisition, construction and operation of the Interests to be Acquired to the extent necessary to enforce any warranty or contract right, or remedy any defect with respect to the Interests to be Acquired (the "Contracts").

Sec. 4.02. Legal Description of the Property. Prior to Closing, Developer shall provide LCRA with a survey of all easements to be transferred at the Closing to LCRA by virtue of this Agreement.

Sec. 4.03. Transfer of Personal Property. Any personal property to be transferred shall be transferred by Bill of Sale and Assignment free of liens and encumbrances other than those which do not materially impair the value of the Interests to be Acquired, or LCRA's intended use, with a covenant on the part of Developer that it is the lawful owner and has a lawful right to transfer and deliver such property. The conveyance may provide for a reverter of the facilities to LCRA's assignees or successor provider or a subsequent service provider in the event that the LCRA surrenders or otherwise loses its CCN to provide water and wastewater service to the Development. The conveyance of the facilities shall be in accordance with any applicable sale, transfer, assignment or surrender agreement or order.

Sec. 4.04 Review Items. From the effective date of this Agreement and continuing through the Closing, Developer shall make available upon reasonable request by LCRA for inspection and copying (at LCRA's expense) during normal working hours in Austin, Texas, the following (the "Review Items"):

- (a) to the extent same are reasonably available or in Developer's possession, copies of all non-attorney client privileged construction records, subcontractor and vendor records, manufacturer records, maintenance records, deeds, easements, licenses, permits, non-attorney client privileged documents submitted to and correspondence between the Developer and state or federal regulatory agencies, certificates, soil reports, and engineering reports (including, without limitation, endangered species, environmental and governmental inspection reports) of Developer related to the construction, ownership or operation of the Interests to be Acquired; and
- (b) to the extent same are reasonably available to or in Developer's possession, a list of all insurance policies covering or affecting the Interests to be Acquired, both casualty and liability, together with copies of such policies;
- (c) environmental assessments, to the extent any have been performed, pertaining to the Interests to be Acquired;
- (d) certified copies of all permits from the County, or any other governmental agency with regulatory authority over the Subdivision and/or the Interests to be Acquired, together with valid assignments from the current holders to LCRA to the extent

reasonably required; and,

- (e) copies of all Contracts.

Sec. 4.05. Representations and Warranties.

- (a) **Developer's Representations.** By the execution of this Agreement and again by execution of any instruments of conveyance, transfer or assignment at Closing, Developer, except to the extent specifically disclosed at time of Closing, represents and warrants to LCRA that:
 - (1) The execution, delivery and performance of this Agreement has been (or by Closing will have been) duly authorized by all necessary action on the part of Developer, and the person executing this Agreement on behalf of Developer has the full authority to do so;
 - (2) This Agreement does not contravene any law or any governmental rule, regulation or order applicable to Developer;
 - (3) The execution, delivery and performance of this Agreement does not contravene the provision of or constitute a default under the terms of any indenture, mortgage, contract, resolution or other instrument to which Developer is a party or by which Developer is bound; and,
 - (4) Except as previously made known to LCRA in writing prior to Closing, and to the best of Developer's knowledge after due inquiry, there are no actions, suits, inquiries, or proceedings pending or to the knowledge of officials of Developer threatened against or affecting Developer before any court or administrative body or agency that would materially adversely affect the execution, delivery, or performance by Developer of this Agreement.

SECTION 5.0 CLOSING

Sec. 5.01. Time and Place of Closing. The Closing on the conveyance of the LCRA Facilities to LCRA (the "Closing") shall be held at 10 a.m., local time on the Closing Date, at the offices of Lower Colorado River Authority, 3700 Lake Austin Blvd., Austin, Texas 78703 or at such other date, time and place as may be mutually agreed upon by the parties. The "Closing Date" shall be: a) sixty (60) days after the Completion Date; or, b) such other date as may be agreed between the parties. All matters to take place at the Closing shall take place simultaneously, and no delivery shall be considered to have been made until all such proceedings have been completed.

Sec. 5.02. Possession. Possession of the LCRA Facilities shall be delivered to LCRA by Developer at the Closing. Upon Closing, LCRA shall assume all liability associated with

the operation of the Facilities.

Sec. 5.03. Costs and Expenses. All costs and expenses in connection with the transaction contemplated by this Agreement shall be allocated as follows:

- (a) LCRA shall pay for LCRA's attorney's fees, costs of recording easements and other costs stipulated to be paid by LCRA under the other provisions of this Agreement.
- (b) Developer shall be responsible for Developer's attorney fees, costs of releasing liens, and other expenses stipulated to be paid by Developer under other provisions of this Agreement.

SECTION 6.0. SERVICE FROM THE FACILITIES

Sec. 6.01. Commitment to Provide Service. After the Completion Date and Closing of the conveyance of the LCRA Facilities, LCRA shall provide continuous and adequate treated water and wastewater service to the Development, subject to: a) the LCRA's Schedule for Rates, Fees, Charges, and Terms and Conditions of Retail Treated Water and Wastewater Service ("Schedule"), as amended from time to time by the LCRA Board of Directors; b) the applicable Policies, Rules and Regulations of the LCRA ("Policies"), as amended from time to time by the LCRA Board; and c) a Service Agreement, this Agreement, and any additional agreements between LCRA and Developer. A person or entity seeking service must execute a Service Agreement before LCRA commences service. In addition, either Developer or the party or entity seeking service must pay all connection, tap and other new service fees according to the Schedule of rates before LCRA commences service. Purchasers of properties within the Development from Developer who apply for treated water or wastewater services from LCRA may be responsible for account transfer fees in accordance with the Schedule.

Sec. 6.02. Service Subject to State and Local Approvals. LCRA will not provide water or wastewater services in the manner described in this Agreement unless all necessary permits, certificates or approvals are obtained from the TCEQ and any other applicable local government bodies.

Sec. 6.03. Minimum Term and Level of Service. Minimum term for LCRA treated water and wastewater service to the Development, shall be subject to: a) the LCRA's Schedule for Rates, Fees, Charges, and Terms and Conditions of Retail Treated Water and Wastewater Service ("Schedule"), as amended from time to time by the LCRA Board of Directors; b) the applicable Policies, Rules and Regulations of the LCRA ("Policies"), as amended from time to time by the LCRA Board; and c) a Service Agreement, this Agreement, and any additional agreements between LCRA and Developer. Treated water delivered to Development shall be treated to applicable state drinking water standards. Wastewater delivered to and treated by LCRA, pursuant to any service agreements with

the Developer, shall comply with applicable federal, state and local treatment requirements, including those requirements encompassed in the water quality permit issued to LCRA by the Texas Commission on Environmental Quality.

SECTION 7.0 REMEDIES

Sec. 7.01. LCRA's Remedies. Notwithstanding any provision of this Agreement to the contrary, in the event Developer fails or refuses prior to Closing to timely comply with Developer's obligations hereunder following written notice of default from LCRA, or if at Closing any of Developer's representations, warranties or covenants contained herein is not true or has been breached, LCRA shall have the following remedies: (a) to enforce this Agreement by specific performance, injunction, or similar remedy; (b) to terminate this Agreement by giving Developer written notice of such election prior to or at Closing and thereupon this Agreement shall terminate and Developer and LCRA shall be relieved and released of all obligations and claims and liabilities hereunder; or (c) to waive prior to or at Closing as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof. In the event Developer fails or refuses to timely comply with its obligations hereunder after Closing, LCRA may exercise any remedies available to it under law.

Sec. 7.02. Developer's Remedies. Notwithstanding any provision of this Agreement to the contrary, if LCRA fails or refuses, following written notice of default from Developer, to timely comply with LCRA's obligations hereunder or is unable to do so as a result of LCRA's acts or failure to act, Developer shall have the following remedies as its sole and exclusive remedies: (a) to enforce this Agreement by specific performance, injunction, or similar remedy; (b) prior to Closing, to terminate this Agreement by providing written notice thereof in writing to LCRA. Provided, however, that LCRA shall not be in default if Developer is in default of this Agreement or the LCRA has terminated this Agreement as otherwise expressly provided herein. Should Developer terminate this Agreement due to LCRA's default, LCRA shall be liable to reimburse Developer for, as Developer's sole remedy, all reasonable attorneys' fees incurred by Developer, directly related to the negotiation of this Agreement, up to the date of termination of this Agreement by Developer; provided, however, that the amount of such reimbursement shall not exceed five thousand dollars (\$5,000). Developer shall provide itemized invoices or other itemized documentary evidence for all attorneys' fees incurred by Developer and for which Developer requests reimbursement from LCRA.

SECTION 8.0. INDEMNIFICATION AND HOLD HARMLESS

SEC. 8.01. INDEMNITY. DEVELOPER AGREES AT ITS OWN EXPENSE TO DEFEND AND INDEMNIFY LCRA, ITS DIRECTORS, OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY LOSSES, CLAIMS, ATTORNEYS' FEES AND EXPENSES ARISING FROM:

1. THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF

- DEVELOPER OR ITS AGENTS RELATED TO THIS AGREEMENT THAT CAUSES THE DEATH OF, INJURY TO, OR DAMAGE TO THE PROPERTY OF, ANY PERSON THAT OCCURS ON OR BEFORE THE CLOSING DATE;
2. THE FAILURE OF DEVELOPER OR ITS AGENTS TO PAY WHEN DUE ANY SUBCONTRACTOR, SUPPLIER, MATERIALMAN, EMPLOYEE OR OTHER PERSON FOR WORK PERFORMED IN CONNECTION WITH THIS AGREEMENT; OR
 3. THE FAILURE OF DEVELOPER OR ITS AGENTS TO SECURE THE TIMELY RELEASE OF ANY LIEN OR ENCUMBRANCE ON THE PROPERTY TO BE CONVEYED HEREUNDER.

THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT THE LOSSES, CLAIMS, ATTORNEYS' FEES OR EXPENSES ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LCRA. IF THE PARTIES ARE CONCURRENTLY NEGLIGENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THAT PORTION OF NEGLIGENCE ATTRIBUTABLE TO IT AS DETERMINED UNDER THE APPLICABLE PROPORTIONATE RESPONSIBILITY RULES OF THE STATE OF TEXAS. THIS INDEMNITY WILL NOT MERGE WITH THE INSTRUMENTS OF CONVEYANCE, TRANSFER, OR ASSIGNMENT TO BE DELIVERED HEREUNDER, BUT WILL SURVIVE THE CLOSING OR ANY TERMINATION OF THE AGREEMENT.

SEC. 8.02. HOLD HARMLESS. THE DEVELOPER AGREES TO HOLD LCRA HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY OR DAMAGES TO THE DEVELOPER OR ITS PROPERTY OR THIRD PARTIES OR THEIR PROPERTY IN ACCORDANCE WITH THIS SECTION. THE LCRA SHALL BE HELD HARMLESS IN CONNECTION WITH CLAIMS, LIABILITY OR DAMAGES OF THE DEVELOPER ARISING FROM THE DEVELOPER'S CONSTRUCTION OF THE FACILITIES, PROVISION OF WATER SERVICES BY LCRA, OR SERVICE INTERRUPTIONS, TAMPERING BY OTHERS, OR FAILURES OF THE FACILITIES INCLUDING CLAIMS, LIABILITY, OR DAMAGES ARISING FROM THE ALLEGED NEGLIGENCE OR STRICT LIABILITY OF THE LCRA, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS. THIS HOLD HARMLESS WILL NOT MERGE WITH THE INSTRUMENTS OF CONVEYANCE, TRANSFER, OR ASSIGNMENT TO BE DELIVERED HEREUNDER, BUT WILL SURVIVE THE CLOSING OR ANY TERMINATION OF THE AGREEMENT.

SECTION 9.0. MISCELLANEOUS

Sec. 9.01. Timely Payment of Fees. Developer guarantees timely payment of all fees and charges due or payable under this Agreement by Developer or any additional agreements between Developer and LCRA.

Sec. 9.02. Amendments. Any amendments to this Agreement must be in writing and signed by both LCRA and Developer.

Sec. 9.03. Assignability. Either party may assign this Agreement to an assignee,

provided, however, that no assignment shall be effective until: a) the assignor gives written notice to the other party; and, b) the assignee agrees in writing to assume the assignor's duties and responsibilities under the Agreement and to be bound by the Agreement.

Sec. 9.04. Statutory and Regulatory Obligations. Nothing herein shall be construed as a waiver or exclusion from any obligation or duty by the LCRA to provide water and/or wastewater service as required by the TCEQ, the relevant certificate of convenience and necessity for the property served by this Agreement, or any other applicable statutory or regulatory obligations of the LCRA (collectively referred to as "Statutory and Regulatory Obligations"). To the extent that Statutory and Regulatory Obligations require the LCRA to provide on greater level or quantity of service than specified in this Agreement, the Statutory and Regulatory Obligations shall control.

Sec. 9.05. Force Majeure. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence.

The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, incidents of terrorism, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply and any other incapacities of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgment of the party having the difficulty.

Sec. 9.06. Notice. Any notice to be given thereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with

sufficient postage affixed. Any notice mailed to LCRA shall be addressed:

Lower Colorado River Authority
Attn: Scott Ahlstrom, P.E.
P.O. Box 220
Austin, TX 78767-0220
(512) 473-3200
Fax (512) 473-3551

With a copy to its counsel:

Lower Colorado River Authority
Attn: Vic Ramirez
P.O. Box 220
Austin, TX 78767-0220
Fax (512) 473-4010

Any such notice mailed to Developer shall be addressed:

Opus West Corporation
Attn: Joel DeSpain
101 E. Old Settlers Blvd. #230
Round Rock, TX 78664
Fax (512) 328-9361

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Sec. 9.07. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Travis County, Texas.

Sec. 9.08. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

Sec. 9.09. Venue. Venue for any suit arising thereunder shall be in Travis County, Texas.

Sec. 9.10. Definitions. The following definitions apply to this Agreement:

- (a) Developer: Hill Country Galleria, L.P.
- (b) Closing: the closing on the conveyance of the LCRA Facilities to LCRA as provided in section 5.0.
- (c) Closing Date: the date of Closing as provided in section 5.01.
- (d) Completion Date: the date upon which the Certificate of Completion is provided to LCRA.
- (e) Development: the property to be developed and served by the facilities necessary to provide water and wastewater services.
- (f) LCRA Facilities: those water and wastewater facilities for serving the Development to be constructed by Developer and conveyed to the LCRA, of which the water and wastewater lines and associated equipment are described in the attached **Exhibit B**.
- (g) Living Unit Equivalents (LUEs): a dwelling, a home, house, apartment unit, manufactured home, mobile home, or any unit in a multiunit residential structure connected to the LCRA Facilities to receive water services.
- (h) LCRA: Lower Colorado River Authority.
- (i) Policies: the applicable policies, rules, and regulations of the LCRA as amended from time to time by LCRA's Board of Directors.
- (j) Schedule: the LCRA's Schedule for Rates, Fees, Charges, and Terms and Conditions of Retail Treated Water Service.
- (k) Specifications: Those agreed specifications of the Facilities as described in Exhibits to this Agreement.

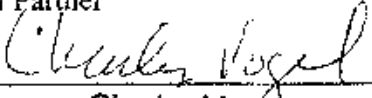
Sec. 9.11. Effective Date. This Agreement shall be effective from and after the date of due execution by the LCRA.

Sec. 9.12. Termination for Convenience by Developer. Developer may terminate this Agreement at its convenience and in its sole discretion if Developer does not construct the LCRA Facilities or abandons construction of the Hill Country Galleria project prior to substantial completion of construction.


HILL COUNTRY GALLERIA, L.P.:

A Delaware limited partnership

By: OWC Hill Country, Inc., a Delaware corporation
Its General Partner

By: 
Name: Charles Vogel
Title: Vice President

LCRA:

By: 
Scott Ahlstrom, P.E.
Executive Manager, Water and Wastewater Utility Services



10/30/06
Date Approved and Accepted

EXHIBITS

Exhibit A Development
Exhibit B Water and Wastewater Facilities

Exhibit A

Description of the Development

The "Development" refers to the property depicted as Galleria Parkway Right-of-Way and lots A1, A3, A7-A23, B5, B8 and B9 on the Final Plat Application attached hereto.

EXHIBIT B

Water and Wastewater improvements as described in the following drawings and plans from the "Hill Country Galleria Engineering Plans, Volume 4" prepared by Garret Ihnen Engineering and dated August 1, 2006

Sheet Number	Title
C10.1.0	Water Distribution Overall
C10.1.1	Water Distribution Sht 1
C10.1.2	Water Distribution Sht 2
C10.1.3	Water Distribution Sht 3
C10.1.4	Water Distribution Sht 4
C10.1.5	Water Distribution Sht 5
C10.1.6	Water Distribution Sht 6
C10.1.7	Water Distribution Sht 7
C10.1.8	Water Distribution Sht 8
C10.1.9	Water Distribution Sht 9
C10.2.1	Water Profile Water Galleria Parkway Sht 1
C10.2.2	Water Profile Water Galleria Parkway Sht 2
C10.2.3	Water Profile Water Galleria Parkway Sht 3
C10.2.4	Water Profile 16" Relocation
C10.3.1	Water Construction Details
C10.3.2	Water Construction Details
C10.3.3	Water Construction Details
C11.1.0	Wastewater Collection Plan Overall
C11.1.1	Wastewater Collection Plan TM Maddux
C11.1.2	Wastewater Collection Plan TM Maddux
C11.1.3	Wastewater Profile WW TM Maddux
C11.1.4	Wastewater Profile WW TM Maddux
C11.1.5	Wastewater Collection Plan Line 1
C11.1.6	Wastewater Collection Plan Line 2
C11.1.7	Wastewater Profile WW Line 1
C11.1.8	Wastewater Profile WW Line 1
C11.1.9	Wastewater Profile WW Line 1
C11.1.10	Wastewater Profile WW Line 1
C11.1.11	Wastewater Profile WW Line 2
C11.1.12	Wastewater Profile WW Line 2
C11.1.13	Wastewater Collection Plan Line 3
C11.1.14	Wastewater Profile WW Line 3
C11.3.1	Wastewater Construction Details
C11.3.2	Wastewater Construction Details
C11.3.3	Wastewater Construction Details

ITEM D

UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND
LAZY NINE MUNICIPAL UTILITY DISTRICT NO. 1A

This Agreement is made and entered into as of the ____ day of _____, 20__, by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the "Agency"), and Lazy Nine Municipal Utility District No. 1A ("District").

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and District contract and agree as follows:

1. Definitions.

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Construction Plans for Sweetwater Crossing - Phase I
Paving, Drainage, Water and Wastewater
December 1, 2016.

- (b) Facilities: All internal water facilities constructed to serve Sweetwater Crossing, Phase I, located in Travis County, Texas, and recorded in Document Number 201700299, of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes.

2. Sale and Purchase. Agency hereby sells, conveys, transfers, and delivers to District all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions.
3. Expenses: Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.
4. Further Assurances. Agency agrees that from time to time and upon the request of District, Agency will execute and deliver such other instruments of conveyance and transfer and take such action as may be reasonably required to more effectively convey, transfer to, and vest in District and to put District in possession of all of the Facilities conveyed, transferred, and

delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to District the rights and benefits thereof.

5. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document.
6. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.
7. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

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

[Signature pages to follow]

WEST TRAVIS COUNTY PUBLIC
UTILITY AGENCY

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Scott Roberts, President of the Board of Directors of West Travis County Public Utility
Agency, on behalf of said agency.

Notary Public, State of Texas

LAZY NINE MUNICIPAL UTILITY
DISTRICT NO. 1A

By: _____
Rick Castleberry, President
Board of Directors

Date: _____

ATTEST:

Jennifer Brown Emerson, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2019,
by Rick Castleberry, President of the Board of Directors of Lazy Nine Municipal Utility
District No. 1A, on behalf of said District.

Notary Public, State of Texas

Printed Name: _____

My Commission expires: _____

EXHIBIT A – The Facilities

<div><div>MALONE ★ WHEELER SINCE INC. 1995</div><div>CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT</div></div>			
SWEETWATER CROSSING PHASE 1			
West Travis County PUA Improvements - Material List			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
WATER IMPROVEMENTS			
W-1	20" Ductile Iron Water Main	LF	167
W-2	12" PVC C900 DR 14	LF	7
W-3	20"X12" Tapping Sleeve (incl. valve & 12" pipe to vault)	EA	1
W-4	8" Octave Ultrasonic Meter in 9'X13' Concrete Vault (incl. bypass, valves)	EA	1

WATER FACILITIES LEASE AND SERVICES AGREEMENT
(Lazy Nine MUD 1A – Sweetwater Crossing)

This Water Facilities Lease and Services Agreement (hereinafter referred to as the “Lease Agreement”) is entered into by and between Lazy Nine Municipal Utility District 1A, a political subdivision of the State of Texas (the “District”) and the West Travis County Public Utility Agency (the “WTCPUA”), together the “Parties”.

RECITALS

A. The District contracted with the Lower Colorado River Authority ("LCRA") for the construction of certain water facilities and the provision of wholesale treated water services from the West Travis County Water System (the "System") pursuant to that certain "Wholesale Water Services Agreement between LCRA and Lazy Nine MUD," dated October 13, 2005, and assigned to Lazy Nine MUD 1A on February 20, 2008, and assigned by the LCRA to the WTCPUA on March 19, 2012 (the "Wholesale Agreement").

B. The Developer is developing property within the District, including the construction of all internal water transmission and distribution mains/lines, water control valves, (e.g. shut off valves, pressure reducing valves, flush valves, etc.) to be located within the District, as contemplated by the Wholesale Agreement.

C.

Phase I

The District constructed waterlines and a water meter (the Sweetwater Crossing Phase 1 Facilities”), detailed in the attached **Exhibit A**, and associated with the following construction contract: Sweetwater Crossing Phase 1 for Lazy Nine Municipal Utility District No. 1A, Travis County, Texas, according to those particular Plans and Technical Specifications prepared by Engineer in the initial Contract Price of \$3,924,175.56 (the “Phase I Construction Contract”).

Phase II

The District constructed waterlines and a water meter (the Sweetwater Crossing Phase 2 Facilities”), detailed in the attached **Exhibit B**, and associated with the following construction contract: Sweetwater Crossing Phase 2 – Water, Wastewater, Drainage and Road Improvements, Travis County, Texas, according to those particular Plans and Technical Specifications prepared by Engineer in the initial Contract Price of \$4,098,095.78 (the “Phase 2 Construction Contract”).

D. The District now desires to lease the Sweetwater Crossing Facilities to the WTCPUA, as contemplated by the Wholesale Agreement.

E. The WTCPUA and the District desire to enter into this Lease Agreement and to set forth their respective duties and responsibilities regarding the lease of Sweetwater Crossing Phase I Facilities and the Sweetwater Crossing Phase II Facilities.

AGREEMENT

In consideration of the mutual covenants and conditions hereinafter set forth, the WTCPUA and the District agree as follows:

A. General

1. **Definitions.** The definitions contained in the Recitals are incorporated herein for all purposes.

2. **Lease of Leased Facilities.** The District hereby leases to the WTCPUA and the WTCPUA leases from District the Sweetwater Crossing Phase I Facilities and the Sweetwater Crossing Phase II Facilities provided in **Exhibit A and Exhibit B** and constructed pursuant to the Construction Contracts (the “Leased Facilities”). District will provide documentation that the WTCPUA is named on the maintenance and performance bonds for the Phase 2 Construction Contract, or any other bonds applicable to the performance or condition of the Leased Facilities, to provide the WTCPUA the opportunity to directly call on any such bonds.

The term of this Lease will commence on the date of the last signature of the Parties to this Lease Agreement (the “Commencement Date”), and continue until all Tax-Exempt Bonds, as defined in Paragraph 10, below, issued by the District to finance the acquisition or construction of the Internal Facilities (including any Tax-Exempt Bonds issued to refund or refinance Tax-Exempt Bonds originally issued for such purposes) are completely retired. At that time, ownership of the Leased Facilities will be fully conveyed to the WTCPUA by the District. The District shall, as a component of the conveyance of any Leased Facilities, transfer to the WTCPUA all bonds and warranties associated with the Leased Facilities, if any.

3. **Leased Facilities Located in Public Utility Easements.** By execution of this Lease Agreement, the District represents and warrants to the WTCPUA that the Leased Facilities are located in public rights of way or public utility easements (collectively, “**PUEs**”) as follows:

(a) Platted easements and rights of way within _____, a subdivision situated in Travis County, Texas, as shown on the plat thereof recorded under Document No. _____ of the Official Public Records of Travis County, Texas;

(b) Water Line Easement dated _____ recorded under Document No. _____, Official Public Records of Travis County, Texas.

In the event the WTCPUA determines that any portion of the Leased Facilities is not located in PUEs, the District agrees to obtain, or to require Developer to provide, easements for said Leased Facilities at no cost to the WTCPUA in accordance with the requirements of this Lease Agreement.

4. Use of Leased Facilities. The WTCPUA, beginning upon the Commencement Date, shall at its own expense, use, operate, maintain, repair and replace the Leased Facilities in order to provide wholesale treated water service to property within the District. The WTCPUA shall not be obligated to upgrade the Leased Facilities at its expense, but only to maintain them in the same condition, with the exception of normal wear and tear from typical use, as of the Commencement Date. The WTCPUA may, at its own expense, install or place in or on, or attach or affix to, the Leased Facilities such additional equipment or accessories as may be necessary or convenient to use the Leased Facilities for their intended purpose, or to provide service to other WTCPUA customers, provided that such equipment or accessories do not impair the value or utility of the Leased Facilities. The WTCPUA will own and maintain all such additional equipment installed.

5. Standards for Operation. The WTCPUA shall pay and discharge all operating expenses and shall cause the Leased Facilities to be operated by competent persons only. The WTCPUA shall not use the Leased Facilities improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Leased Facilities or the use contemplated by its manufacturer. The WTCPUA shall take no act to subject or expose the Leased Facilities to any levies, liens or encumbrances except those created under this Lease Agreement, if any.

6. Insurance. At its own expense, the WTCPUA shall, upon the Commencement Date, obtain the following coverage:

Comprehensive General Liability	\$2,000,000 (each occurrence); \$2,000,000 (annual aggregate)
Worker's Compensation	statutory

The WTCPUA shall maintain the above insurance coverages during the entire term of this Agreement.

In the event of any loss, damage, injury or accident involving the Leased Facilities, the WTCPUA will promptly provide the District with written notice thereof and make available to the District all information and documentation relating thereto. The WTCPUA and the District agree to participate and cooperate with each other with regard to any insurance claim related to the Leased Facilities made by the District or the WTCPUA.

7. Indemnification. TO THE EXTENT PERMITTED BY LAW, AND EXCEPT IN THE CASE OF NEGLIGENCE, ERRORS, OMISSIONS, MATERIAL MISREPRESENTATION OR WILLFUL MISCONDUCT OF THE DISTRICT, THE WTCPUA SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS THE DISTRICT FROM AND AGAINST ANY AND ALL LIABILITY, OBLIGATIONS, LOSSES, CLAIMS, , AND DAMAGES WHATSOEVER, RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE WTCPUA AND EXPENSES IN CONNECTION THEREWITH ARISING EXCLUSIVELY FROM THE FOLLOWING: (A) THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES, (B)

ANY ACCIDENT IN CONNECTION WITH THE ORDERING, ACQUISITION, POSSESSION, USE, OPERATION, REPAIR, PURCHASE, DELIVERY, REJECTION, STORAGE OR RETURN OF ANY ITEM OF THE LEASED FACILITIES RESULTING IN DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PERSON OR (C) THE BREACH OF ANY COVENANT HEREIN OR ANY MATERIAL MISREPRESENTATION CONTAINED HEREIN.

8. Assignments. The WTCPUA will not assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Leased Facilities or any interest in the Leased Facilities without the written permission of the District. The District may assign its rights, title and interest in and to the Leased Facilities and/or grant or assign a security interest in the Leased Facilities, in whole or in part, only following written approval by the WTCPUA. Neither the WTCPUA nor the District may assign any rights or obligations under this Lease Agreement without the written consent of the other Party.

9. Tax Compliance. It is the understanding of the WTCPUA that the District will from time to time finance certain of the Leased Facilities (the "Tax-Exempt Facilities") with the proceeds of one or more series of bonds (the "Tax-Exempt Bonds"). In connection with the issuance of the Tax-Exempt Bonds from time to time, the District will be required to give covenants (the "Bond Covenants") to the holders of the Tax-Exempt Bonds that the Tax-Exempt Facilities will be used in a manner that assures that the Tax-Exempt Bonds continue to qualify as obligations within the meaning of section 103 of the Internal Revenue Code (the "Code"). The WTCPUA agrees not to use or permit the use of the Tax-Exempt Facilities in a manner which it knows would result in a violation of the Bond Covenants or which would otherwise adversely affect the federal income tax status of the Tax-Exempt Bonds under section 103 of the Code. Moreover, in furtherance thereof, if the WTCPUA is notified by District that the Tax-Exempt Bonds have been selected for audit by the Internal Revenue Service, then the WTCPUA agrees to provide to the District such information in its possession with respect to the Tax-Exempt Facilities in order that District may timely respond to any questions posed to it by the Internal Revenue Service.

B. Provision of Service to the District

1. The WTCPUA to Provide Service. The WTCPUA shall operate the Leased Facilities in accordance with the WTCPUA's Schedule of Rates and terms (the "WTCPUA Rate Tariff"), and the Parties agree that the WTCPUA shall provide wholesale treated water service to the District pursuant to the terms of this Lease Agreement and the Wholesale Agreement. Such service shall meet, at a minimum, the applicable requirements of regulatory authorities with jurisdiction, including the Texas Department of Health, as applicable, and the Texas Commission on Environmental Quality, for residential potable water systems. The WTCPUA shall provide competent, trained personnel and licensed operators certified by the appropriate governmental authority.

2. Regulatory Matters. The WTCPUA shall be responsible for submitting all regulatory reports regarding the potable water system serving customers and its provision of wholesale water service to the District to the applicable regulatory authorities, including the Texas Commission on Environmental Quality. The WTCPUA shall perform and maintain records of

plumbing inspections (if applicable) and customer service inspections. The WTCPUA shall reimburse the District for any civil or administrative penalties assessed against the District by any regulatory authority with jurisdiction related to the potable water system operated by the WTCPUA used to provide service to the District pursuant to this Lease Agreement, provided that such enforcement action was the result of the act or omissions of the WTCPUA. Nothing in the foregoing sentence shall be construed as preventing or limiting the WTCPUA's right to defend itself against any such civil or administrative penalties. The District agrees that it shall promptly forward to the WTCPUA any correspondence that it receives from a regulatory authority regarding the potable water system if the WTCPUA has not been copied on the same correspondence.

3. Emergencies. The WTCPUA shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, and degradation of water quality occurring within the water supply system, and blockage in the system.

4. Costs. The cost of all materials and supplies used to provide wholesale treated water service under this Lease Agreement shall be borne solely by the WTCPUA.

5. Compensation to the WTCPUA. The WTCPUA's compensation for the wholesale treated water operation, maintenance and management services it provides pursuant to this Lease Agreement shall be satisfied from, and shall equal, the revenues collected by the WTCPUA from the District for wholesale treated water service.

C. General Provisions

1. Remedies, Notice of Default, Costs. The Parties shall be limited to the remedies of a suit for injunctive relief, mandamus, or specific performance to enforce the terms of this Lease Agreement in the case of default by one or more of the Parties. Prior to instituting such an action, the non-defaulting party must provide the defaulting party written notice of the action giving rise to the default and sixty (60) days after receipt of the notice to cure the default. The party in default will provide corresponding written notice to the other Party that the default has been corrected. If the default is not cured to the satisfaction of the non-defaulting Party within sixty (60) days' of notice of default, then the non-defaulting Party may initiate legal proceedings to enforce its rights or the performance of the Lease Agreement. The prevailing party will be entitled to recover from the non-prevailing party all of its reasonable and necessary costs incurred in connection with the legal proceedings, including reasonable attorney's fees and costs of court.

2. Force Majeure. In the event that any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease Agreement, it is agreed that each party shall give written notice of such force majeure to the other parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any disabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or

transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

3. Notice. Any notice to be given under this Lease Agreement must be in writing and may be effected by personal delivery, by electronic mail, by facsimile transmission, or by sending said notices by registered or certified mail, return receipt requested, to the addresses of the Parties set forth below. Notice by facsimile transmission must also be provided by first class mail. Notice will be deemed given when delivered by personal delivery or confirmed facsimile, or when deposited with the United States Postal Service with sufficient postage affixed.

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

copy to: Stefanie Albright
 Lloyd Gosselink Rochelle & Townsend, PC
 816 Congress Avenue, Suite 1900
 Austin, Texas 78701
 (512) 322-5814
 salbright@lglawfirm.com

The District: Lazy Nine Municipal Utility District No. 1A
 c/o Allen Boone Humphries Robinson
 Attn: Trey Lary
 1108 Lavaca, Suite 510
 Austin, Texas 78701
 tlary@abhr.com

4. Section Headings; Defined Terms. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement. Terms for which the first letter is capitalized are defined by this Lease Agreement.

5. Governing Law, Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas.

6. Severability, Waiver. Any provision of this Lease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the

remainder of this Lease Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

7. Amendment. This Lease Agreement may be amended by written agreement executed by duly authorized representatives of both the District and the WTCPUA.

8. Agreement Binding. Except as otherwise provided herein, this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

EXECUTED to be effective the last date appearing below:

[Signature pages to follow]

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
WTCPUA Board of Directors

Date: _____

ATTEST:

By: _____
Ray Whisenant, Secretary
WTCPUA Board of Directors

DISTRICT:

**LAZY NINE MUNICIPAL UTILITY
DISTRICT NO. 1A**

By: _____

Date: _____

ATTEST:

EXHIBIT A

SWEETWATER CROSSING PHASE 1 WATER IMPROVEMENTS

MALONE *WHEELER

SINCE INC.199S

Civil ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

SWEETWATER CROSSING PHASE 1

West Travis County PUA Improvements - Material List

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
WATER IMPROVEMENTS			
W-1	20" Ductile Iron Water Main	LF	167
W-2	12" PVC C900 DR 14	LF	7
W-3	20"X 12" Tapping Sleeve (incl. valve & 12" pipe to vault)	EA	1
W-4	8" Octave Ultrasonic Meter in 9'X13' Concrete Vault <incl. bypass. valves)	EA	1

EXHIBIT B

ITEM E

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Bldg. D
Austin, Texas 78746
(512) 327-9204

dlozano@murfee.com

Date: November 12th, 2019 Project No.: 11051.143

Client: WTC Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

WTCPUA Work Order No. _____

Project Name: West Travis County Public Utility Agency 1240 Transmission Main CIP Project Easement Identification & Acquisition, Design, Approval & Construction Administration

Scope/Intent and Extent of Services: Engineering Services for construction of the 1240 Transmission Main project shall be inclusive, as necessary, to identify and submit requests for acquisition of easements, approvals from the City of Austin (CoA), Travis County, TCEQ, and TXDOT as required, submission of a site plan to CoA, responding to staff comments, and assisting with the approval process. Preparation of design plans shall include surveying, geotechnical investigation, *etc.*, as necessary to provide a complete set of plans and specifications for construction. Construction phase services include administration of the construction contract, which consists of the bidding phase, review of submittals, construction observation & testing, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administer the construction contract through the warranty period, including engineer's certifications upon completion.

Note that easement procurement is a task with extraordinarily high uncertainty with regard to the effort required for each particular tract. Therefore, the estimated fee shown provide a not-to-exceed assurance to the Client, but it is not our representation that the estimated fee will guarantee any specific performance for this task.


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

Easement Procurement	\$ 19,920
Records Review	\$ 3,480
Preparation & Approval of Site Plan	\$ 29,440
Preparation of Design Plans & Specifications	\$108,280
Quality Control	\$ 4,280
Procurement Through Award	\$ 7,080
Construction Administration	\$ 49,760
Constructability Review	\$ 2,500
Testing	\$ 12,000
<hr/>	
	\$236,740

The estimated fees do not include review fees, direct reimbursable expenses, engineering reports, SWPPP documents, or environmental services. Additional Services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount listed above without Board approval by the WTCPUA.

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

Offered By:
Murfee Engineering Co.

By:  11.15.19
Dennis Lozano, P.E. Date

Accepted By:
WTC Public Utility Agency

Signature Date

(Printed Name/Title)

ITEM F



Murfee Engineering Company

October 30th, 2019

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

Re: WTCPUA Hamilton Pool Road Pump Station Expansion
Bid Tabulation and Recommendation of Award

President Roberts and Board:

Sealed bids for the above-referenced project were opened and publicly read aloud at 2:00 PM on August 22nd, 2019 at the offices of Murfee Engineering Company, Inc. The total amount base bids and alternate items are summarized below. A detailed bid tabulation is attached.

<u>COMPANY</u>	<u>BASE BID</u>	<u>ALTERNATE ITEM</u>
G. Creek Construction, Inc.	\$225,000.00	\$32,500.00
J&K Utility Services, LLC.	\$291,253.00	\$63,156.00

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

We have reviewed the bid packages for conformance with the Contract Documents. An alternate item was included in the Bid Form: Eaton S811 Soft Starter. Taking into consideration the similar pricing offered for the alternate, we recommend not to exercise the alternate item. We recommend award of the contract to the low bidder, G. Creek Construction, Inc., for their base bid amount of \$225,000.00. Should you have any questions or require any additional information, please contact me at your convenience.

Sincerely,



Edward Meneses, P.E.

Attachments: Bid Tabulation
Affidavit of Publication

CC: Jennifer Riechers – WTCPUA
George Murfee, P.E. – MEC
Dennis Lozano, P.E. – MEC
MEC File No. 11051.128

Owner: WTCPUA
13215 Bee Caves Parkway
Building B, Suite 110
Bee Cave, Texas 78738

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

BID TABULATION

Project: WTCPUA Hamilton Pool Road Pump Station Expansion
Project Manager: Eelhard Meneses, P.E.
Project Number: 11051.128

Bid Opening
Date: 8/22/2019
Time: 2:00 p.m.
Location: Murfee Engineering Company



				G. Creek Construction, Inc.		J&K Utility Services	
				P.O. Box 163764 Austin, TX 78716		5607 Williamson Rd. Creedmoor, TX 78610	
Item No.	Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
W-1	2	EA	750 gpm pumps @ 151' head & 60 hp	\$ 69,375.00	\$ 138,750.00	\$ 49,686.00	\$ 99,372.00
E-1	1	LS	Electrical Upgrades for replacement	\$ 5,000.00	\$ 5,000.00	\$ 47,495.00	\$ 47,495.00
E-2	1	LS	Electrical Installation for new pump	\$ 28,750.00	\$ 28,750.00	\$ 66,910.00	\$ 66,910.00
E-3	1	LS	SCADA programming	\$ 17,500.00	\$ 17,500.00	\$ 12,856.00	\$ 12,856.00
E-4	2	EA	GE E9000 Soft Starter	\$ 17,500.00	\$ 35,000.00	\$ 32,310.00	\$ 64,620.00
Total Amount Base Bid				\$ 225,000.00		\$ 291,253.00	

				G. Creek Construction, Inc.		J&K Utility Services	
				P.O. Box 163764 Austin, TX 78716		5607 Williamson Rd. Creedmoor, TX 78610	
Item No.	Quantity	Units	Description	Unit Price	Total Price	Unit Price	Total Price
AL-1	2	EA	Eaton S811 Soft Starter	\$ 16,250.00	\$ 32,500.00	\$ 31,578.00	\$ 63,156.00
Total Amount Alternates Bid				\$ 32,500.00		\$ 63,156.00	



Austin American-Statesman austin360 tahora st

PROOF OF PUBLICATION STATE OF TEXAS

PUBLIC NOTICE

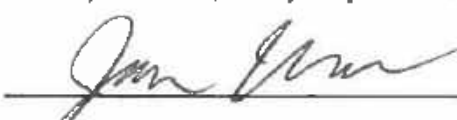
Before the undersigned authority personally appeared Daniella A Buentello, who on oath says that he/she is a Legal Advertising Agent of the Austin American-Statesman, a daily published newspaper that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington 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 07/11/2019, last date of publication 07/18/2019, published 2 time(s), and that the attached is a true copy of said advertisement.

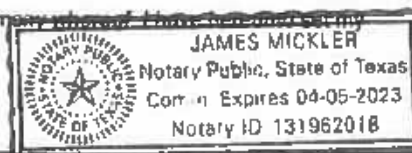
MURFEE ENGINEERING CO INC
1101 S CAP OF TX HWY
BLDG D 110
AUSTIN, TX 78746

Invoice/Order Number:	0000496195
Ad Cost:	\$1,545.96
Paid:	\$0.00
Balance Due:	\$1,545.96

Signed 
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 19th day of July, 2019 in Testimony of the undersigned authority
hand and affixed my official seal, the day and year aforesaid.

Signed 
(Notary)



Please see Ad on following page(s).

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

Invoice/Order Number	0000496195
Ad Cost	\$1,545.88
Paid	\$0.00
Balance Due	\$1,545.88

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 PUMP STATION EXPANSION 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 1st, 2019, then publicly opened and read aloud. The work consists of installation of two 750 gpm pumps @ 151 ft head, associated piping and appurtenances, and electrical and programming upgrades at an existing pump station.

Bid documents for this project may be obtained at the offices of the Engineer, Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. A non-refundable fee of \$50.00 will be charged for each set of bid documents.

Bid documents may be viewed at the offices of Murfee Engineering by contacting Eelhard Meneses, P.E. at 512-327-9204 or at emeneses@murfee.com

Bids must be accompanied by a bid bond with Power of Attorney attached or cashier's 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 126 calendar days after the Notice to Proceed. Liquidated damages are \$500 per calendar day.

A MANDATORY PRE-BID CONFERENCE for this project will be held at 10:00 am on July 25th, 2019 at the offices of Murfee Engineering Company Inc., 1101 Capital of Texas Highway South, Building D, Austin, Texas 78746. The Mandatory Pre-Bid Conference will include a discussion of qualification requirements included in the Qualifications Questionnaire in the Contract Documents and a mandatory site visit. Questionnaire must be completed and returned to the office of the Engineer by August 1st, 2019.

7/11, 7/18/2019
0000496195-01

VII. STAFF REPORTS

ITEM A



General Manager's Report

November 21, 2019

Personnel Updates

- Reviewing applicants for Electrician position
- Hired new Water Operator (night shift) to begin mid-December

Significant Meeting Updates

- Attend bi-weekly project meetings with Tyler Technologies regarding Billing/Financial Software Implementation.
- Water/Wastewater operators meeting 11/5/19, 11/19/19.
- Follow up meeting with Backyard and Terrace representatives regarding NSSA, 10/22/19.
- Met with Headwaters representatives regarding future SER request for additional LUEs, 10/23/19.
- Met with Anthem at Ledgestone regarding completion of project and temporary water usage 10/24/19.
- Met with Lake Pointe HOA and MUD representatives regarding Raw Water Line update, 10/30/19.
- Attended Zebra Mussel Workshop at LCRA Headquarters on 11/6/19.
- Met with Noah Shaffer, Halff Engineering 11/7/19 regarding post construction inspections.
- Met with Belterra Commercial and Hays WCID 1 representatives 11/7/19

Noteworthy Events

New SOP for MOU compliance developed and discussed with staff and consultants. Will begin implementation on all new projects going forward.

Received low pressure complaints from Galleria Oaks office building. Operations and MEC are looking into solutions.

ITEM B

West Travis County Public Utility Agency
Budget to Actual Report-General Fund
October 2019

	Oct 19	Oct 18	YTD Budget	% YTD	Annual Budget	% Annual
Income						
30 · Water Revenue	\$2,584,245	\$1,406,803	\$1,692,804	152.7%	\$19,131,000	13.5%
31 · Wastewater Revenue	442,242	439,181	357,554	123.7%	4,441,000	10.0%
32 · SER Project Revenue	119,064	19,974	14,059	846.9%	1,571,000	7.6%
33 · Investment Income, Net	8,133	5,862	6,250	130.1%	75,000	10.8%
34 · Other Income	22	5,667	333	6.5%	4,000	0.5%
Total Income	\$3,153,706	\$1,877,486	\$2,071,000	152.3%	\$25,222,000	12.5%
Expense						
41 · Water Expenses						
16101 · Maintenance & Repairs-W	\$58,030	\$35,013	\$58,333	99.5%	\$700,000	8.3%
16110 · Grounds Maintenance-W	2,550	2,550	3,000	85.0%	36,000	7.1%
16120 · Raw Water-W	111,585	79,363	90,252	123.6%	1,020,000	10.9%
16130 · Chemicals-W	17,462	8,844	22,120	78.9%	250,000	7.0%
16140 · Sludge Disposal-W	20,700	26,718	22,917	90.3%	275,000	7.5%
16160 · Utilities-W	142,141	86,802	91,232	155.8%	1,033,000	13.8%
16170 · Permit Expense-W	-	-	-	0.0%	25,000	0.0%
16172 · Laboratory Fees-W	1,089	1,635	2,500	43.5%	30,000	3.6%
16180 · Contracted Services-W	4,431	4,915	7,500	59.1%	90,000	4.9%
16185 · Janitorial-W	312	175	333	93.6%	4,000	7.8%
16190 · Other Expenses-W	114	138	8,333	1.4%	100,000	0.1%
Total 41 · Water Expenses	358,413	246,152	306,520	116.9%	3,563,000	10.1%
42 · Wastewater Expenses						
16201 · Maintenance & Repairs-WW	41,370	11,378	20,833	198.6%	250,000	16.5%
16210 · Grounds Maintenance-WW	3,250	3,250	3,333	97.5%	40,000	8.1%
16230 · Chemicals-WW	3,952	2,436	5,104	77.4%	62,000	6.4%
16236 · Pre-Treatment Lab Testing-WW	1,500	2,011	1,750	85.7%	21,000	7.1%
16240 · Sludge Disposal-WW	60,666	64,861	56,250	107.9%	675,000	9.0%
16260 · Utilities-WW	24,462	20,776	24,314	100.6%	295,000	8.3%
16270 · Permit Expense-WW	1,250	1,250	2,000	62.5%	2,000	62.5%
16272 · Laboratory Fees-WW	1,734	1,707	2,500	69.3%	30,000	5.8%
16275 · Lease-Effluent Pond-WW	-	-	-	0.0%	93,000	0.0%
16280 · Contracted Services-WW	-	563	500	0.0%	6,000	0.0%
16290 · Other Expense-WW	-	102	2,083	0.0%	25,000	0.0%
Total 42 · Wastewater Expenses	138,183	108,334	118,667	116.4%	1,499,000	9.2%
43 · SER Project Expenses	11,340	-	15,000	75.6%	180,000	6.3%
44 · Shared Expenses						
17105 · Billing System & Support	82,646	3,618	96,417	85.7%	332,000	24.9%
17110 · Insurance	121,374	115,244	119,000	102.0%	119,000	102.0%
17125 · Occupancy	15,464	11,496	15,837	97.6%	190,000	8.1%
17400 · Payroll Expense	383,462	170,446	429,374	89.3%	3,213,000	11.9%
17500 · Professional Services	30,859	15,478	64,834	47.6%	840,000	3.7%
17700 · Vehicle Expense	10,459	8,787	9,083	115.2%	102,000	10.3%
17800 · Other Expenses	13,918	10,479	25,968	53.6%	272,000	5.1%
Total 44 · Shared Expenses	658,182	335,547	760,513	86.5%	5,068,000	13.0%
50 · Capital Outlay	-	-	4,167	0.0%	50,000	0.0%
Total Expense	\$1,166,118	\$690,033	\$1,204,867	96.8%	\$10,360,000	11.3%

	Oct 19	Oct 18	YTD Budget	% YTD	Annual Budget	% Annual
Transfers Out						
18000 · Transfer to Debt Service Fd-GOF	\$ 602,583	\$ 777,083	\$ 602,583	100.0%	\$ 7,231,000	8.3%
18005 · Trsfr to Debt Svc-Early Retire	-	-	-	0.0%	1,500,000	0.0%
18010 · Transfer to Facilities Fund-GOF	150,646	194,271	150,646	100.0%	1,807,750	8.3%
18020 · Transfer to Rate Stab Fund-GOF	83,333	-	83,333	100.0%	1,000,000	8.3%
Total Transfers Out	836,562	971,354	836,562	100.0%	11,538,750	7.3%
Net Income	\$1,151,025	\$ 216,099	\$ 29,571		\$ 3,323,250	

West Travis County Public Utility Agency
Balance Sheet-All Funds
As of October 31, 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
ASSETS							
Cash & Investments							
01 · Cash & Cash Equivalents	\$ 12,846,124	\$ 1,451,015	\$ 84,236	\$ 1,082,532	\$ 3,505,556	\$ 14,299,361	\$ 33,268,824
02 · Investments	3,108,842	5,909,475	3,079,878	17,111,279	24,891,567	29,281,303	83,382,345
Total Cash & Investments	15,954,966	7,360,491	3,164,114	18,193,811	28,397,123	43,580,664	116,651,168
Accounts Receivable	3,588,598	-	-	-	-	-	3,588,598
Other Current Assets							
05 · Receivables-Other	62,359	-	-	-	-	-	62,359
06 · Due from Other Funds	2,866,071	-	-	-	-	1,097,251	3,963,322
08 · Deposits	16,087	-	-	-	-	-	16,087
Total Other Current Assets	2,944,516	-	-	-	-	1,097,251	4,041,767
TOTAL ASSETS	\$ 22,488,080	\$ 7,360,491	\$ 3,164,114	\$ 18,193,811	\$ 28,397,123	\$ 44,677,916	\$ 124,281,534
LIABILITIES & FUND BALANCES							
Liabilities							
Accounts Payable	\$ 426,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426,990
Other Current Liabilities							
13 · Refundable Deposits	811,314	-	-	-	-	-	811,314
14 · Other Accrued Liabilities	385,113	-	-	-	-	-	385,113
15 · Due to Other Funds	1,097,251	283,222	-	-	2,581,388	1,460	3,963,322
Total Other Current Liabilities	2,293,678	283,222	-	-	2,581,388	1,460	5,159,749
Total Liabilities	2,720,668	283,222	-	-	2,581,388	1,460	5,586,739
Fund Balances							
20 · Fund Balances-Beginning of Year	18,616,386	6,945,240	3,073,364	17,549,143	25,836,939	43,778,810	115,799,883
Net Income	1,151,025	132,028	90,750	644,667	(21,205)	897,645	2,894,912
Total Fund Balances	19,767,412	7,077,268	3,164,114	18,193,811	25,815,735	44,676,456	118,694,795
TOTAL LIABILITIES & FUND BALANCES	\$ 22,488,080	\$ 7,360,491	\$ 3,164,114	\$ 18,193,811	\$ 28,397,123	\$ 44,677,916	\$ 124,281,534

West Travis County Public Utility Agency
Profit & Loss-All Funds
October 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
Income							
30 · Water Revenue	\$ 2,584,245	\$ -	\$ -	\$ -	\$ -	\$ 610,885	\$ 3,195,130
31 · Wastewater Revenue	442,242	-	-	-	-	212,688	654,929
32 · SER Project Revenue	119,064	-	-	-	-	-	119,064
33 · Investment Income, Net	8,133	14,484	7,417	42,084	61,687	74,073	207,877
34 · Other Income	22	-	-	-	-	-	22
Total Income	\$ 3,153,706	\$ 14,484	\$ 7,417	\$ 42,084	\$ 61,687	\$ 897,645	\$ 4,177,023
Expense							
41 · Water Expenses	\$ 358,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,413
42 · Wastewater Expenses	138,183	-	-	-	-	-	138,183
43 · SER Project Expenses	11,340	-	-	-	-	-	11,340
44 · Shared Expenses	658,182	-	-	-	-	-	658,182
50 · Capital Outlay							
52 · Capital Projects Fund	-	-	-	-	82,892	-	82,892
53 · Facilities Fund	-	33,101	-	-	-	-	33,101
Total 50 · Capital Outlay	-	33,101	-	-	82,892	-	115,993
Total Expense	\$ 1,166,118	\$ 33,101	\$ -	\$ -	\$ 82,892	\$ -	\$ 1,282,111
Transfers In	-	150,646	83,333	602,583	-	-	836,562
Transfers Out	(836,562)	-	-	-	-	-	(836,562)
Net Income	\$ 1,151,025	\$ 132,028	\$ 90,750	\$ 644,667	\$ (21,205)	\$ 897,645	\$ 2,894,912

ITEM C



Partners for a Better Quality of Life

November 13, 2019

Ms. Jennifer Riechers, General Manager
West Travis County Public Utility Agency
13215 Bee Cave Pkwy, B-110
Bee Cave, TX 78738

Re: WTCPUA Project Status Summary – November 2019

Dear Jennifer:

Please find the following status report for CP&Y's active project with West Travis County PUA.

- a. SCADA System Improvements Project – We received the notice to proceed from the PUA on November 8, 2019 and will schedule a kickoff meeting shortly with staff to get the project started.

Thank you and should you have any questions please call me at 254-772-9272 or at swetzel@cpyi.com with written communications.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott C. Wetzel', enclosed within a blue oval.

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

Cc: File 23008 & WTCP1800076




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: November 15th, 2019

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

FROM: Dennis Lozano, P.E. 

RE: Engineer's Report – November 2019

CC: Jennifer Riechers – WTCPUA General Manger

MEC File No.: 11051.131

Wastewater Flow

A figure tracking wastewater flows is attached.

Raw and Treated Water Flows

Figures are attached.

CIP

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

Raw Water Line No. 2

The project is underway. Current work on site involves construction surveying and installation of erosion controls in anticipation of the environmental preconstruction conference, which is to be held the week of the 18th. An office preconstruction conference was held with Cash Construction as well as representatives of the Lake Pointe MUD and HOA and ongoing coordination and informational meetings will be held monthly. Unfortunately Cash Construction and/or subcontractors have violated terms of the agreement with regard to construction activities and hours, and we are working to ensure that they honor the agreement between the WTCPUA and Lake Pointe HOA and MUD, to which Cash is enjoined by the construction contract.

Wastewater Permit Major Amendment

The public notice verification submittal was made September 27th. No comments have been received to date.

Beneficial Water Recycling Project

A draft pilot protocol has been completed and is under review. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and equipment.

1340 Transmission Main

The project has been in service for over a month and is performing as expected. Contract closeout is pending establishment of permanent revegetation. Construction activities on property the waterline traverses have interfered with the establishment of revegetation and will take responsibility for those areas. Hays Co WCID 1 expressed some concerns regarding the revegetation and we will follow up to ensure that the restoration plan prepared by S.J. Louis and approved by Hays Co. WCID 1 was executed to their satisfaction. The remaining 5% retainage (\$121,070.14) will be held until revegetation is established sufficient to satisfy Hays Co. WCID 1 and release fiscal postings from Hays County, the City of Austin, and the City of Dripping Springs.

1340 Elevated Storage Tank

The EST has reached substantial completion and the project is in service in its capacity under the interim implementation plan. Final payment is presented under separate item.

1340 Pump Station

Preliminary design is underway and a memorandum has been presented to WTCPUA operations staff for review which outlines the proposed design concept. The current plan will make the most use of existing improvements while providing maintenance and operations improvements and expanded capacity designed to fit with the expansion of the 1340 Pressure Plane service area. Three major considerations were needed to be made during the first phases of design; pump style (vertical vs split case vs end suction), pump capacities, and upgrading the existing 1308 pump station or building a brand new pump station. It has been determined that upgrading the existing 1308 pump station would be the best option. As such, the new pumps will be of the vertical turbine type, similar to the existing ones. Also, new walls and a roof will be part of the design as the existing “open” style pump station doesn’t provide the protection to the pumps and components from the natural elements.

Bohls WWTP Expansion Design

The approvals process with the City of Bee Cave and Lake Travis Fire Rescue is ongoing. We are currently working toward Planning and Zoning Commission and City Council approvals. Individual unit processes have been analyzed with only aeration equipment remaining and we have begun detailed mechanical drawings for the individual components of the treatment works.

Southwest Parkway Pump Station Expansion

An easement was provided by The Nature Conservancy (TNC) to allow the “undisturbed area” to be used to satisfy Ch. 245 requirements of the City of Austin to proceed under the Waterway Development Permit originally issued in 1983. In the transfer of assets under the Installment Purchase Agreement with the LCRA, the LCRA retained a portion of the original pump station site owing to a radio repeater tower owned and operated by the LCRA that is not part of the WTC System. The division of the pump station site has created a problem with respect to Ch. 245 treatment and we are currently working with the LCRA to determine satisfactory resolution, which will involve reconstitution of the original site under one ownership (WTCPUA) with an easement or lease in place for the LCRA to operate and maintain the radio tower.

1080 Transmission Main

Conversations with landowners are ongoing regarding Rights of Entry (RoE). A significant portion of the survey has been completed for that portion of the alignment where RoE is in place. More in-depth subsurface utility information gathering is underway and additional field work and survey is pending resolution of some RoE and easement questions.

West Bee Cave Pump Station Ground Storage Tank No. 2

The project is underway and excavation has been completed. The slab, wall and roof pours are complete and the panels have been placed. Formwork to finish the walls and roof and prepare for prestressing cable winding is underway..

1240 Conversion at the County Line Pump Station

We have completed review of the available information and determined that the yard piping as constructed is not reflected in any of the records we have access to. For this project and future projects on this site (e.g., 1340 Pump Station Expansion), accurate records and understanding of the yard piping is a prerequisite. WTCPUA operations staff is in the midst of extensive potholing on site with a surprise at nearly every turn. The information gathered will be valuable to the unfolding pressure plane conversion project armada as well as to operations in understanding how the site is plumbed.

Wastewater Solids Management Master Plan

The project is in the preliminary data gathering and research phase. Pilot program submittals are being reviewed for the interim deliverable recommendation.

Hamilton Pool Road Pump Station Expansion

Approval has been received from TCEQ for the pump station expansion. Design is complete. The bid date was pushed back approximately 3 weeks and award delayed due to issues with suppliers providing pricing and resolution of precipitate issues. A recommendation of award is presented under separate item. This project includes the replacement of an existing pump and the installation of an additional pump increasing the firm capacity of this pump station.

Hamilton Pool Road Pump Station GST No. 2

Design is are underway in the form of Travis County site plan preparation. The new tank will have

significantly more volume capacity than the existing one, however, it will be a pre-stressed concrete tank and possibly with different dimensions compared to the existing tank. It is expected that the tank will be located on the MUD 22 EST site.

CIP PROJECTS SUMMARY TABLE

Project	Phase	Original Budget	Total Change Orders	Revised Budget*	Percent Complete (Phase)	Estimated Completion Date	
						Phase	Project
Raw Water Line No. 2	Construction	\$4,374,565	N/A	N/A	0%	Q2 2020	Q2 2020
Wastewater Permit Major Amendment	Public Notice	\$51,000	\$149,000	\$199,000	99%	Q3 2019	Q4 2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	\$356,750	30%	Q4 2019	Q4 2020
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	90%	Q2 2020	Q2 2020
1340 Transmission Main	Construction	\$2,313,549	\$89,761	\$2,403,311	99%	Q3 2019	Q3 2019
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	99%	Q3 2019	Q3 2019
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	75%	Q4 2019	Q4 2020
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q2 2019	Q4 2019
West Bee Cave PS GST 2	Construction	\$1,274,452	N/A	N/A	16%	Q3 2019	Q3 2019
1240 Conversion at CLPS	Design	\$5,120	N/A	\$5,210	45%	Q2 2019	Q1 2019
Wastewater Solids Management Master Plan	Preliminary Engineering	\$140,735	N/A	\$140,735	20%	Q4 2019	Q2 2020
HPR PS GST 2	Design	\$187,688	N/A	\$187,688	15%	Q1 2020	Q4 2020
HPR PS Expansion	Design	\$305,000	N/A	\$305,000	95%	Q3 2019	Q2 2020

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



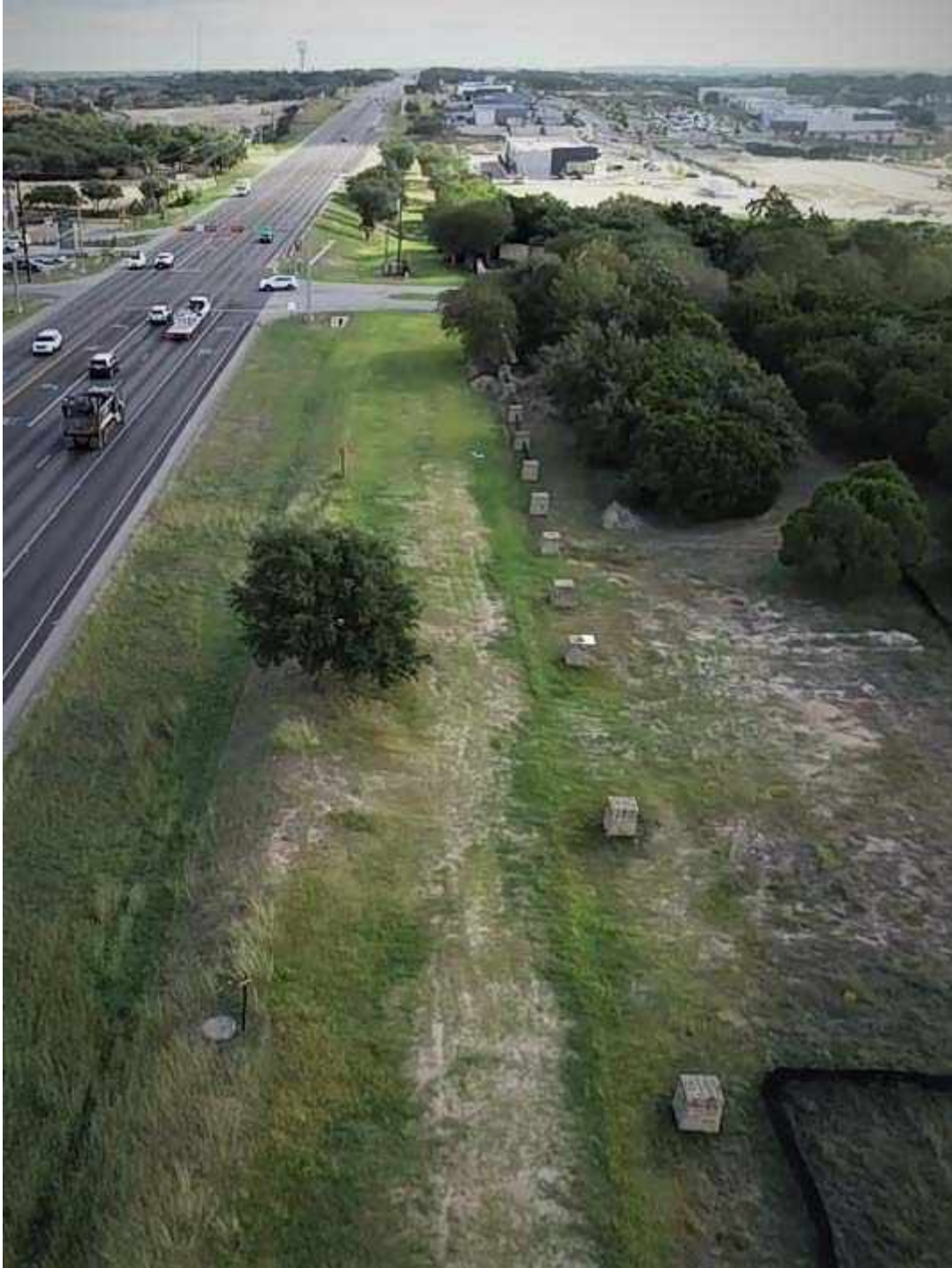
Bee Cave Pump Station GST 2 Site



Bee Cave Pump Station GST 2 Site

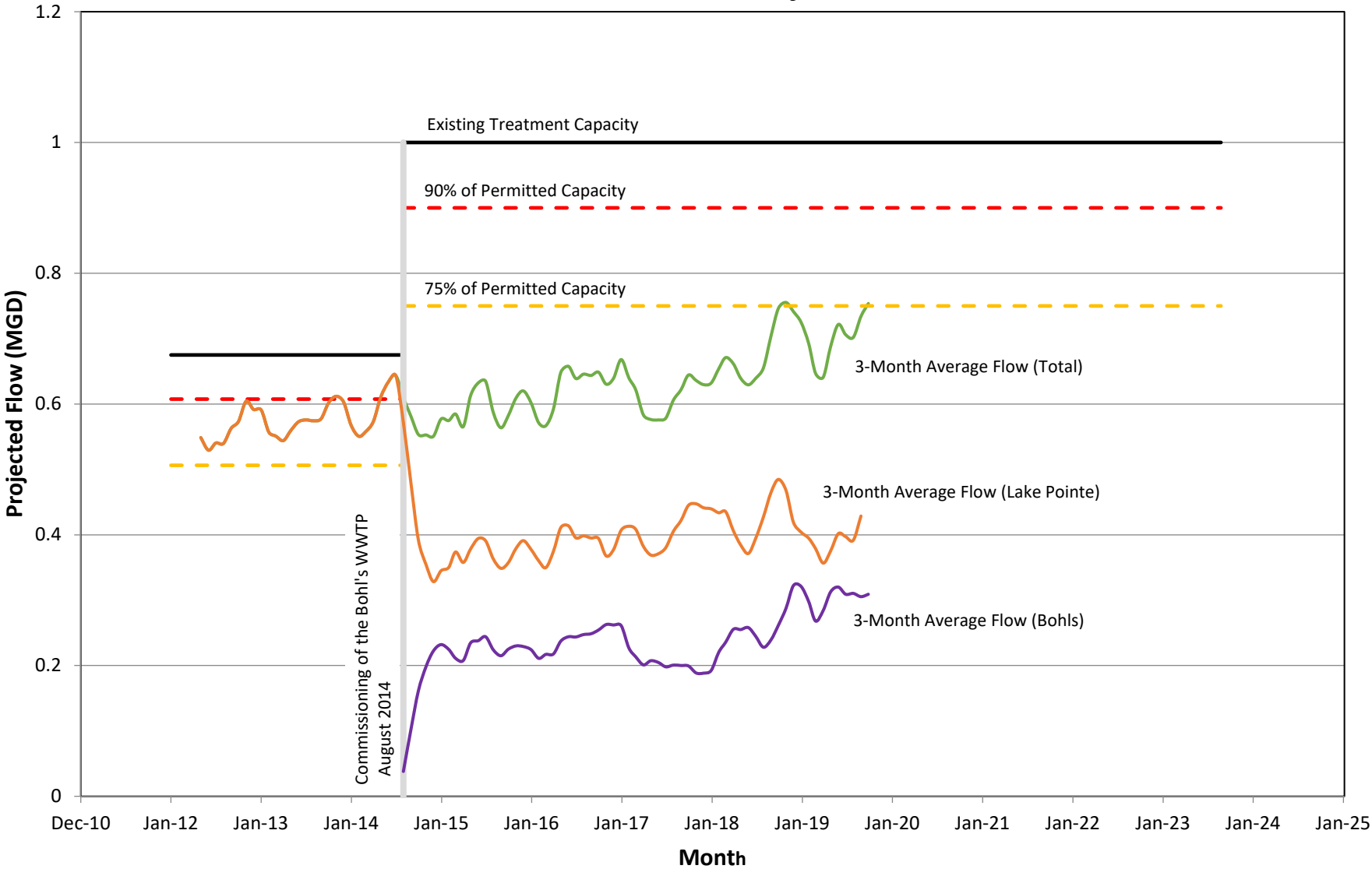


1340 Transmission Main Site Restoration

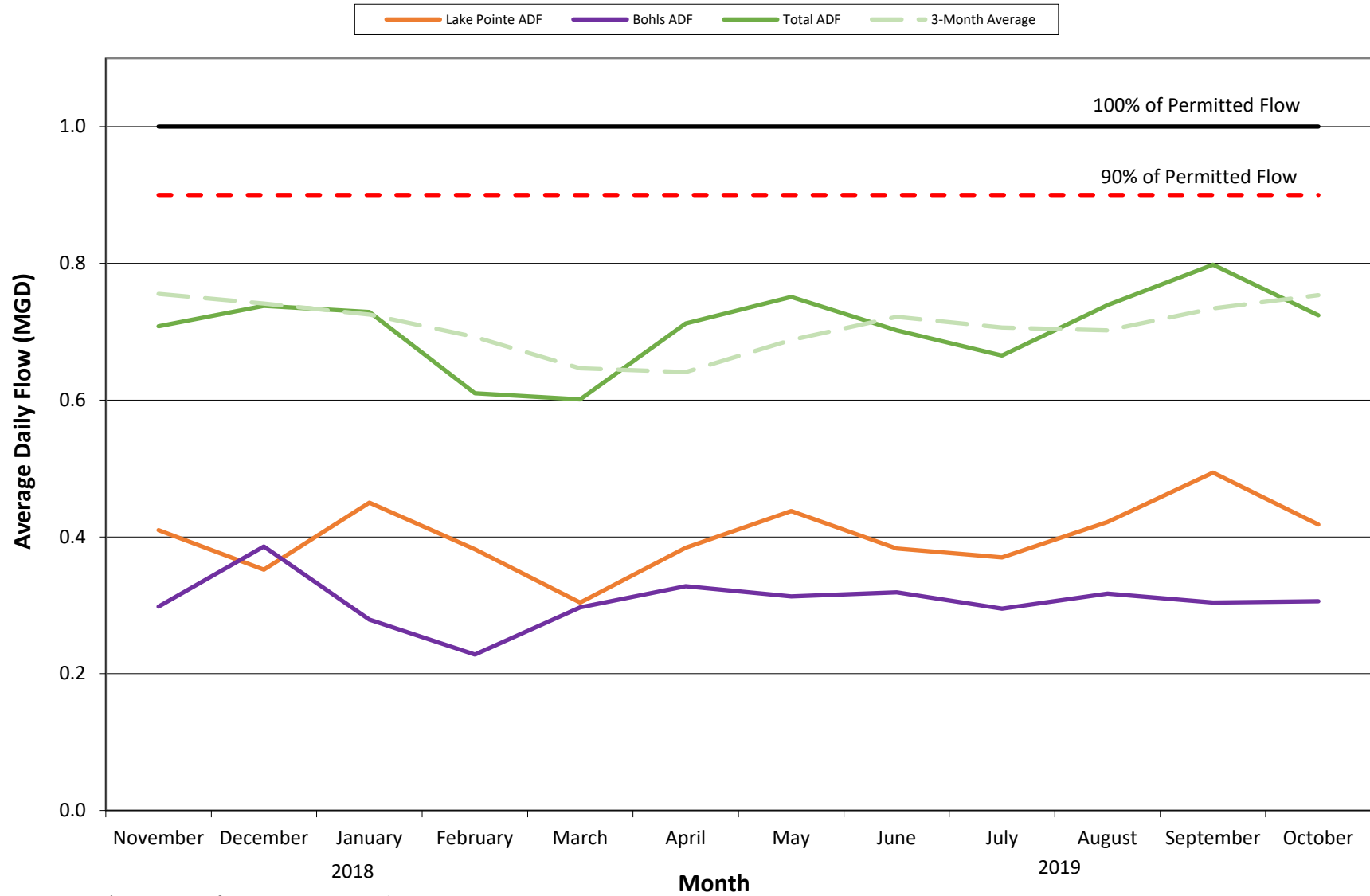


1340 Transmission Main Site Restoration

WTCPUA Total WWTP Wastewater Flow Projections



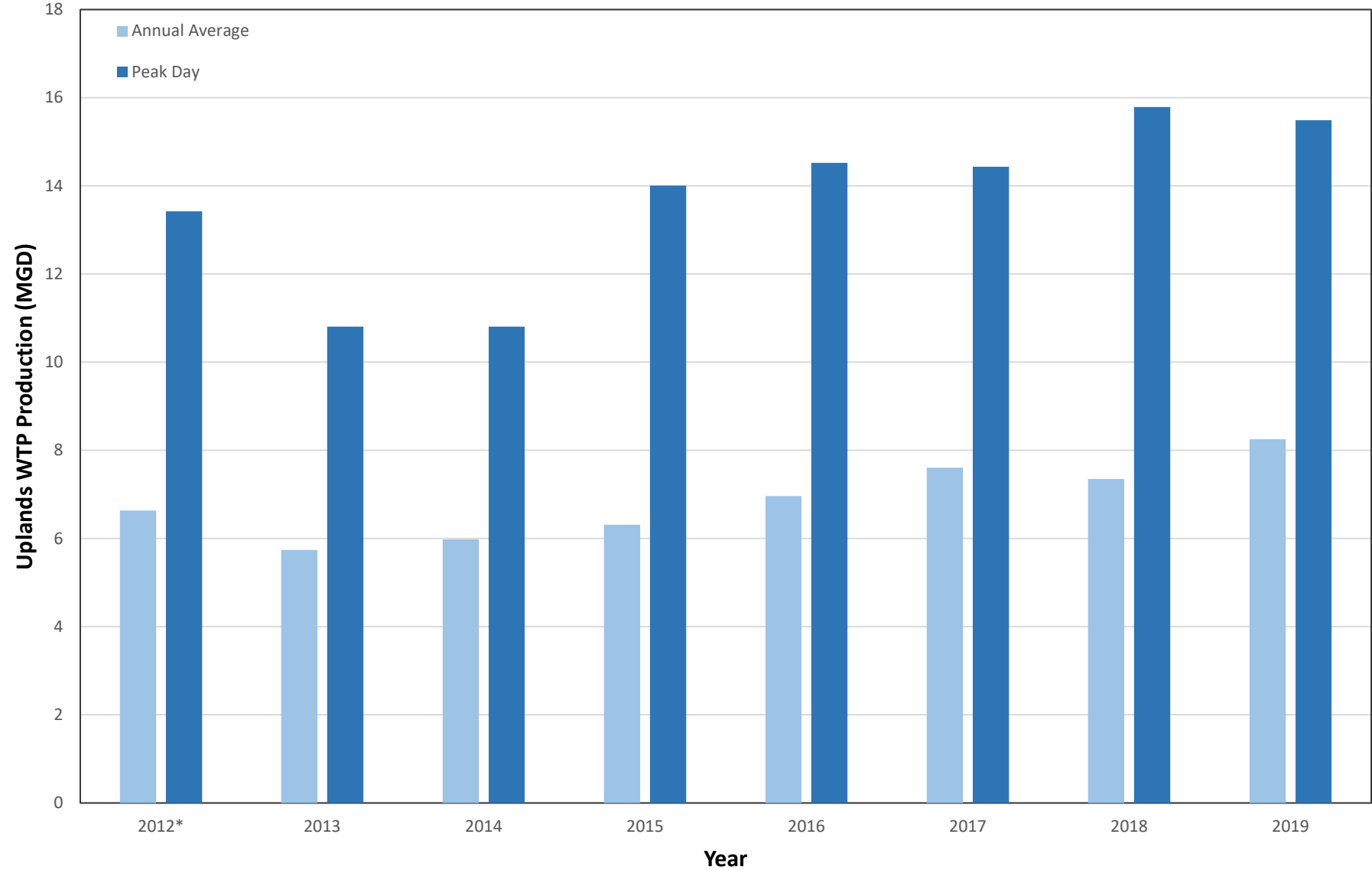
WTCPUA Wastewater System 12-Month Average Daily Flow



* - LCRA Data for gauge Barton Creek @ SH71

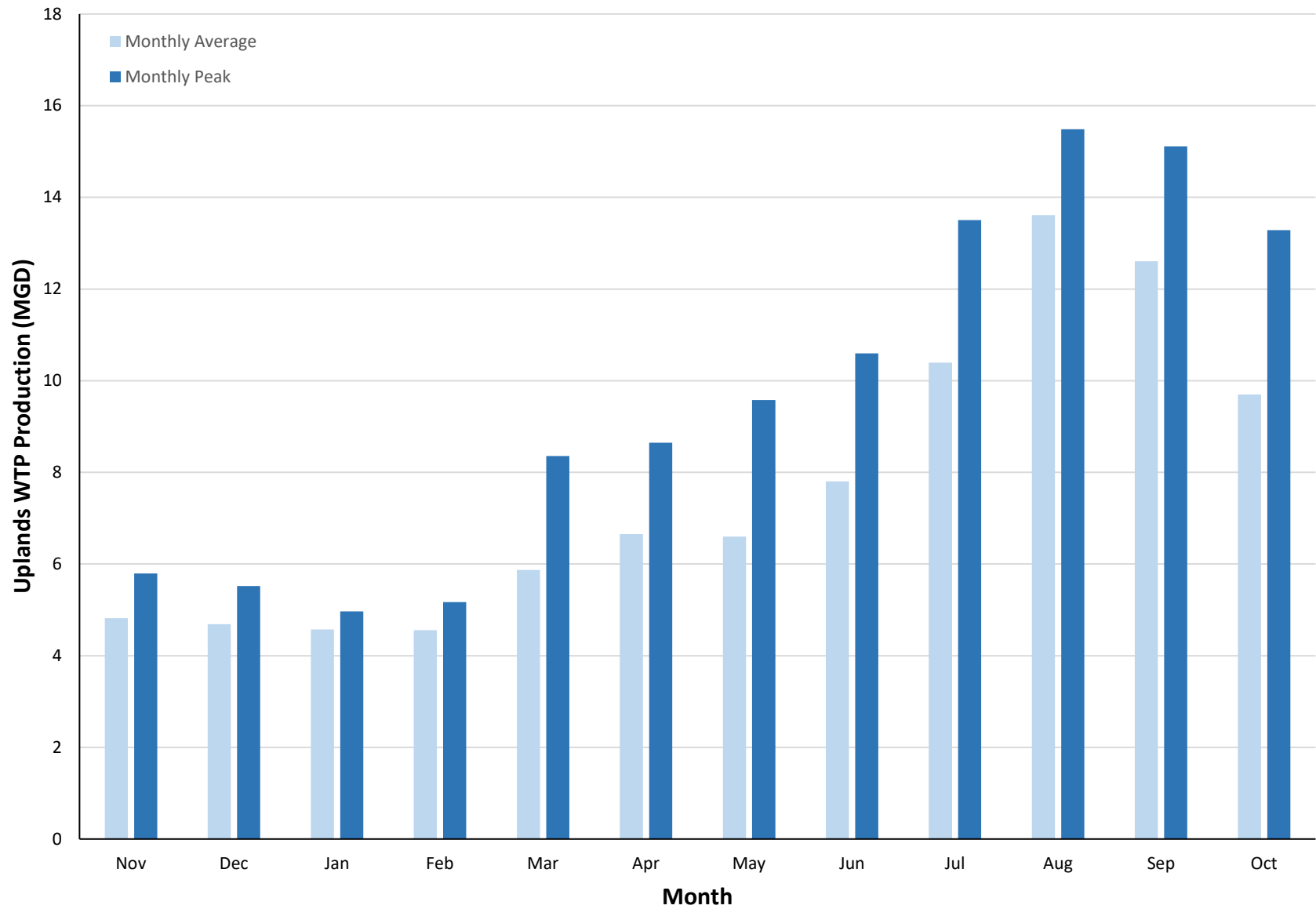
Murfee Engineering Company, Inc.
Texas Registered Firm No. F-353
1101 Capital of Texas Hwy., S.
Bldg. D, Ste. 110
Austin, Texas 78746

Uplands Water Treatment Plant Production 12-Month Production

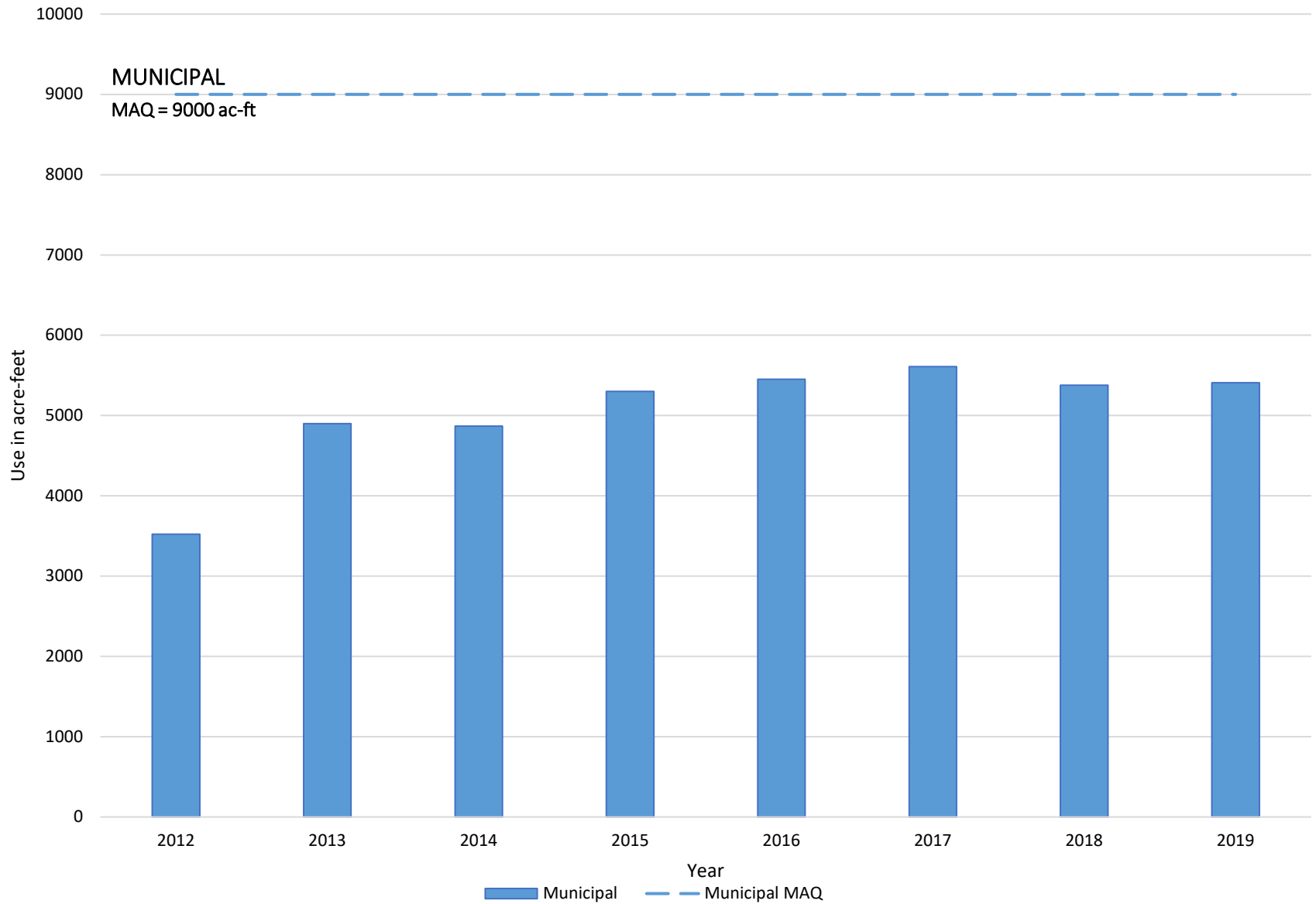


* - 12-Month period March '12 - Feb '13

Uplands Water Treatment Plant 12-Month Production



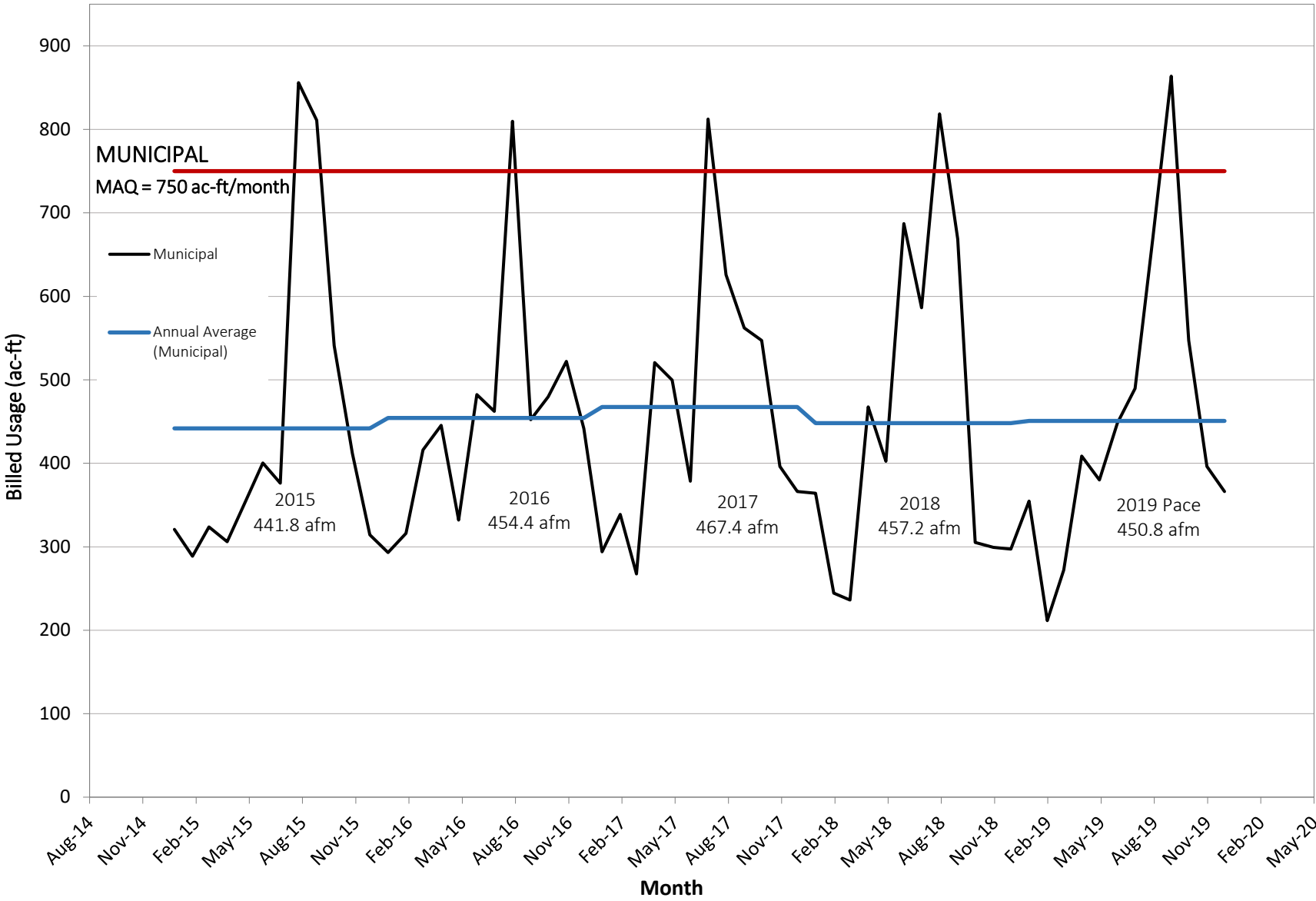
Annual Cumulative Municipal Raw Water Use



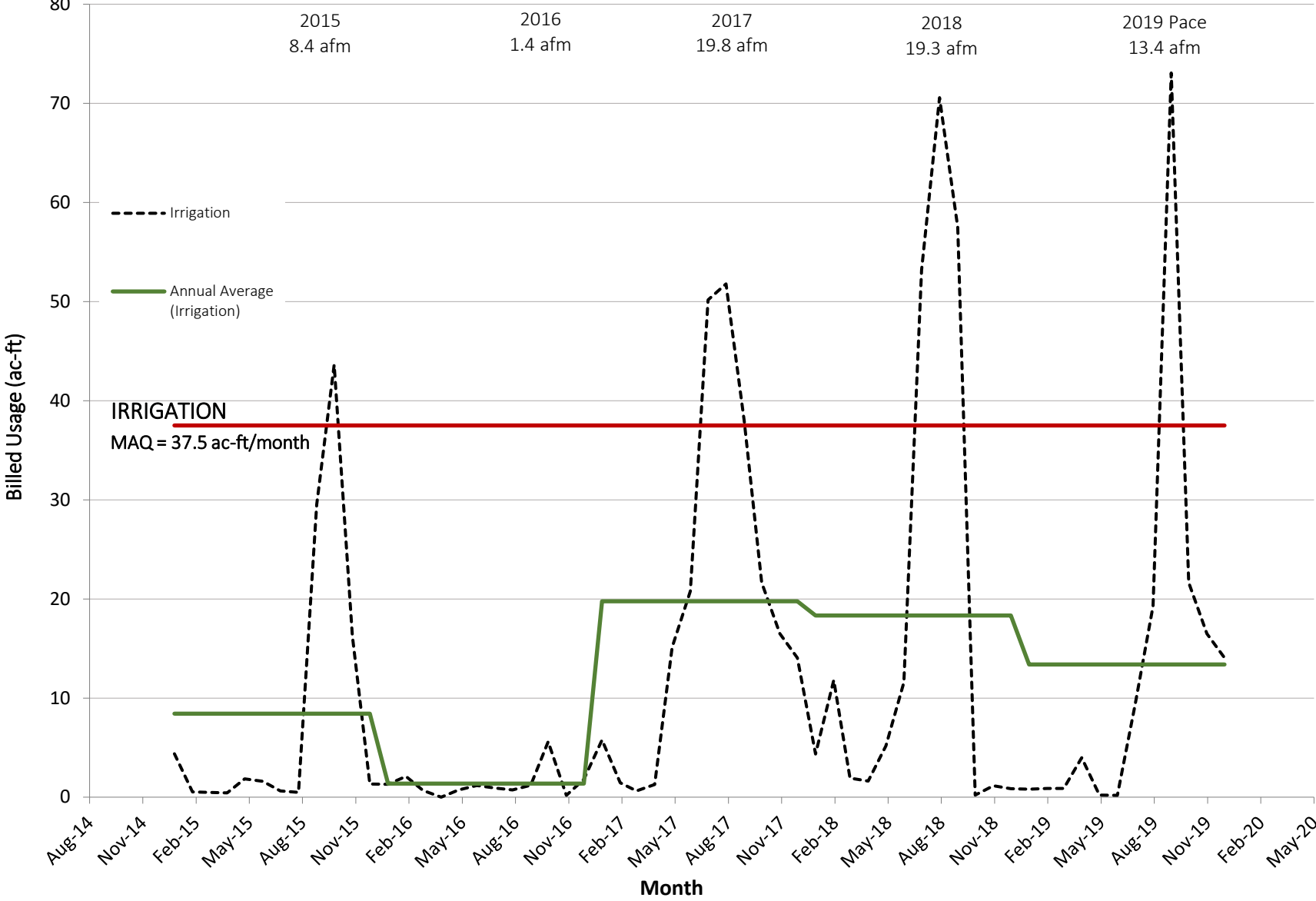
Annual Cumulative Irrigation Raw Water Use



WTCPUA
Municipal Raw Water Usage



WTCPUA
Irrigation Raw Water Usage



ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
Regional Water Treatment Plant

Operations Report

November 12, 2019

Operations Overview

- Pump #2 at Hamilton Pool Pump Station: Rebuilt in-house and in service.
- Converted the Transducer on Ground Storage Tank #1 at the County Line Pump Station to an internally mounted design.
- Replaced Pump #2 at Lift Station #2.
- Began Zebra Mussel mitigation pilot study.
- 6" Main line repair on Weir Loop.
- Hydrant survey in 290 section.
- CDL licenses acquired by Laz Gonzalez and Bryson Bertelson.
- Relocated hydrant in Lakes Edge Subdivision at customers cost.
- Service line relation in Spanish Oaks at Maidenhair Ln.
- Repaired various hydrants damaged by vehicles.
- Cleaning water plant lagoons
- Replaced turbidity monitors for Unit 2 filters
- Installed repaired Effluent pump at the Lakepointe WWTP.

All TCEQ compliance parameters were within State limits during the month of October 2019. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Water and Waste Water Process Summary: October, 2019

Water Treatment Plant	Actual
AVG Raw Water	10.037 MGD
AVG Treated Water	9.700 MGD
PEAK Treated Water	13.284 MGD
AVG CFE Turbidity	0.11 NTU
AVG Chlorine	3.42 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.418 MGD	0.675 MGD
MAX Flow	0.598 MGD	
AVG CBOD	1.10 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	1.32 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.306 MGD	0.325 MGD
MAX Flow	0.355 MGD	
AVG CBOD	2.00 mg/l	5 mg/L
AVG Fec.Coli	1.29 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.75 mg/l	3 mg/L

21 October 2019

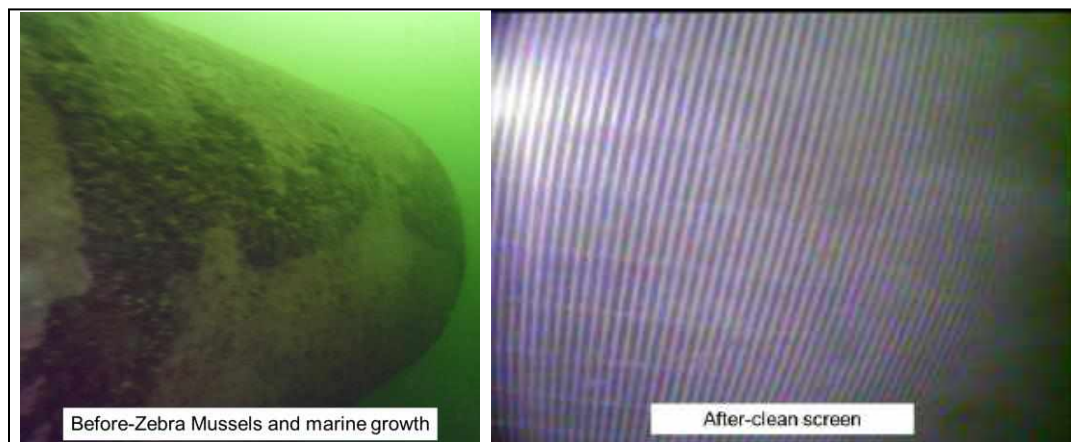
Report of Inspection

We conducted an inspection of the raw water intake system from the lake screen to the wet well. All Figures are located on subsequent pages.

Pump station 1 intake has soft growth, sediment and small amount of zebra mussel growth from about the 10 o'clock to 2 o'clock position, the remainder of the screen has about 90% coverage with zebra mussels (Figure 1). The intake pipe has complete zebra mussel growth, the well walls and floor have about 70% growth with minimal silt and the pump screens are clean with no damage as shown in Figures 2-4.

Pump Station 2 intake has soft growth, sediment and a small amount of zebra mussel growth (Figure 5). The intake pipe has at least two layers of complete zebra mussel coverage, the well walls have about 90% coverage, the floor has minimal silt and growth and we were unable to observe the pump screens as shown in Figures 5-7.

We use a ultracaviation¹ process to remove silt and growth that is much safer and effective for the structure and diver than high pressure water, scrapers or wire brushes. An example of an intake screen before and after is shown below.



Video of the ROV dives may be downloaded until December 1, 2019: [21 OCT 19 Inspection](#)

Thank you for your business. Your satisfaction is important to us, please contact me with any questions.

Philip Wolfe
philip.wolfe@chapmanmarineinc.com

¹ Ultracaviation is defined as the formation and sudden collapse of vacuum voids (vapor bubbles) in a liquid. An engine driven pump propels fluid (water) through a proprietary nozzle. Exiting the nozzle, the liquid (water) is forced to vaporize. The vapor bubbles created by the velocity implode rapidly, releasing ultrasonic energy (ultrasound) that tear foreign material from the surface to be cleaned. The most important benefit of this breakthrough technology is the water stream flowing from the nozzle is a low-density cloud of imploding vapor bubbles, not a high-pressure, very dense water jet. This low-density cloud is significantly safer should the diver/operator accidentally come in contact with the cleaning stream. The same effect protects softer surfaces being cleaned from damage. No mistake, the cleaning effect of cavitation is significantly faster and more effective than water jetters of twice the size, as the work is done by the imploding vapor bubbles.

West Travis County Public Utility Agency Billing Summary Report



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



Summary of Retail Billed Revenues Water Utility

Bee Cave District	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
	9/11-10/11	10/12-11/9	11/10-12/10	12/11-1/9	1/10-2/8	2/9-3/8	3/9-4/9	4/10-5/10	5/11-6/11	6/12-7/10	7/11-8/10	8/11-9/10	
Commercial Water	\$ 26,971	\$ 21,188	\$ 19,923	\$ 24,588	\$ 22,964	\$ 24,229	\$ 26,752	\$ 27,575	\$ 28,710	\$ 24,923	\$ 29,050	\$ 41,859	\$ 318,732
Commercial Base Water	23,998	23,637	23,631	23,902	23,984	24,041	24,142	24,241	24,237	24,130	24,268	24,396	\$ 288,609
Fire Hydrant Water	2,820	2,559	3,538	3,430	1,759	1,676	9,069	2,098	2,441	4,529	15,241	19,187	\$ 68,347
Multi Use Water	55,188	52,035	53,063	51,203	51,049	51,069	51,397	53,682	55,032	50,742	55,480	58,602	\$ 638,541
Residential Base Water	128,834	129,350	129,873	129,771	129,894	129,939	130,472	130,647	131,166	131,504	131,807	132,249	\$ 1,565,504
Residential Water	188,889	117,628	124,422	117,960	108,804	110,074	226,841	208,787	245,217	315,492	538,237	721,187	\$ 3,023,538
Irrigation Water	98,723	44,451	28,404	22,111	23,929	23,440	34,401	35,321	53,427	83,625	111,797	196,420	\$ 756,048
TOTALS	\$ 525,422	\$ 390,848	\$ 382,853	\$ 372,965	\$ 362,383	\$ 364,468	\$ 503,075	\$ 482,350	\$ 540,231	\$ 634,945	\$ 905,881	\$ 1,193,900	\$ 6,659,319

Bee Cave South	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
	10/2-10/29	10/30-11/28	11/29-12/31	1/1-1/30	1/31-3/1	3/2-4/1	4/2-4/30	5/1-5/30	5/31-6/28	6/29-7/30	7/31-8/30	9/1-9/30	
Commercial Water	\$ 19,815	\$ 23,432	\$ 22,954	\$ 24,763	\$ 20,533	\$ 26,868	\$ 28,532	\$ 22,951	\$ 26,381	\$ 33,249	\$ 35,902	\$ 30,535	\$ 315,916
Commercial Base Water	7,232	7,232	7,267	7,344	7,425	7,244	7,496	7,325	7,580	8,005	8,756	8,877	\$ 91,784
Fire Hydrant Water	2,573	3,225	3,213	3,019	4,236	15,360	7,822	4,728	4,609	14,363	54,611	18,146	\$ 135,905
Residential Base Water	76,650	77,227	77,548	77,682	78,140	78,816	79,322	79,824	80,137	80,502	80,355	80,448	\$ 946,651
Residential Water	56,985	66,769	59,714	62,231	51,921	69,615	83,084	84,775	100,624	172,595	260,470	201,337	\$ 1,270,121
TOTALS	\$ 163,256	\$ 177,886	\$ 170,696	\$ 175,040	\$ 162,254	\$ 197,903	\$ 206,257	\$ 199,603	\$ 219,331	\$ 308,714	\$ 440,094	\$ 339,344	\$ 2,760,378

Homestead / Meadow Fox	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
	9/19-10/18	10/19-11/19	11/20-12/19	12/20-1/22	1/23-2/19	2/20-3/20	3/21-4/18	4/19-5/17	5/18-6/18	6/19-7/18	7/19-8/20	8/21-9/20	
Residential Base Water	\$ 6,903	\$ 6,910	\$ 6,957	\$ 6,964	\$ 7,005	\$ 7,009	\$ 7,011	\$ 5,830	\$ 6,950	\$ 6,749	\$ 6,977	\$ 6,977	\$ 82,171
Residential Water	6,295	6,056	6,176	6,566	5,756	5,063	5,797	6,966	8,838	12,527	19,432	16,691	\$ 102,756
TOTALS	\$ 13,198	\$ 12,966	\$ 13,132	\$ 13,530	\$ 12,761	\$ 12,072	\$ 12,808	\$ 12,796	\$ 15,788	\$ 19,276	\$ 26,409		\$ 184,927

290 / HPR	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
	9/20-10/19	10/20-11/20	11/21-12/20	12/21-1/22	1/23-2/20	2/21-3/21	3/21-4/18	4/19-5/20	5/21-6/19	6/20-7/19	7/20-8/20	8/21-9/20	
Commercial Water	\$ 3,634	\$ 3,991	\$ 3,489	\$ 2,495	\$ 3,414	\$ 3,515	\$ 3,425	\$ 3,882	\$ 3,636	\$ 4,178	\$ 6,566	\$ 6,809	\$ 49,032
Commercial Base Water	3,216	3,526	3,270	3,240	3,484	3,484	3,474	3,503	3,554	3,527	3,544	3,527	\$ 41,347
Fire Hydrant Water	2,415	2,930	6,482	2,504	3,092	3,607	56,816	60,302	71,283	45,101	53,069	32,475	\$ 340,074
Residential Base Water	125,437	126,195	126,863	127,530	127,459	128,067	128,644	129,613	129,965	131,347	132,852	134,192	\$ 1,548,164
Residential Water	144,342	99,151	110,107	92,073	91,521	110,378	184,311	163,023	233,345	303,869	569,426	531,579	\$ 2,633,128
Irrigation Water	5,152	4,814	10,343	2,027	1,955	5,271	13,713	28,295	39,358	40,130	45,315	69,382	\$ 265,754
TOTALS	\$ 284,197	\$ 240,606	\$ 260,554	\$ 229,868	\$ 230,925	\$ 254,321	\$ 390,383	\$ 388,619	\$ 481,140	\$ 528,151	\$ 810,771	\$ 777,964	\$ 4,877,500

GRAND TOTALS	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Commercial Water	\$ 50,421	\$ 48,612	\$ 46,365	\$ 51,846	\$ 46,910	\$ 54,611	\$ 58,709	\$ 54,409	\$ 58,727	\$ 62,349	\$ 71,518	\$ 79,204	\$ 683,681
Commercial Base Water	34,446	34,394	34,169	34,486	34,893	34,769	35,112	35,069	35,371	35,662	36,568	36,800	\$ 421,740
Fire Hydrant Water	7,809	8,714	13,232	8,953	9,086	20,643	73,708	67,128	78,332	63,994	122,921	69,808	\$ 544,327
Multi Use Water	55,188	52,035	53,063	51,203	51,049	51,069	51,397	53,682	55,032	50,742	55,480	58,602	\$ 638,541
Residential Base Water	337,823	339,682	341,240	341,948	342,497	343,831	345,449	345,913	348,219	350,101	351,990	353,867	\$ 4,142,562
Residential Water	396,512	289,605	300,419	278,830	258,002	295,130	500,034	463,552	588,024	804,483	1,387,564	1,470,795	\$ 7,032,949
Irrigation Water	103,874	49,264	38,747	24,138	25,884	28,711	48,114	63,616	92,785	123,755	157,112	265,802	\$ 1,021,802
TOTALS	\$ 986,073	\$ 822,307	\$ 827,235	\$ 791,403	\$ 768,322	\$ 828,763	\$ 1,112,523	\$ 1,083,369	\$ 1,256,490	\$ 1,491,086	\$ 2,183,155	\$ 2,334,877	\$ 14,485,603



Summary of Retail Billed Revenues
Wastewater Utility

Bee Cave District	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Commercial Sewer	\$ 59,904	\$ 54,358	\$ 53,263	\$ 56,830	\$ 56,508	\$ 58,712	\$ 60,052	\$ 61,212	\$ 60,156	\$ 58,735	\$ 63,251	\$ 68,976	\$ 711,956
Multi Use Sewer	69,067	65,926	66,749	65,025	64,626	64,692	69,341	68,545	69,956	65,166	70,192	73,625	\$ 812,910
Grinder Surcharge	975	975	971	968	975	972	977	975	975	974	975	975	\$ 11,687
Residential Sewer	200,002	190,131	192,156	189,289	185,270	186,574	200,485	197,994	199,054	200,443	207,495	211,656	\$ 2,360,551
TOTALS	\$ 329,948	\$ 311,390	\$ 313,140	\$ 312,112	\$ 307,379	\$ 310,949	\$ 330,854	\$ 328,726	\$ 330,141	\$ 325,318	\$ 341,913	\$ 355,233	\$ 3,897,104



Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
(477-Reg, Pen & Drainage)

	October	November	December	January	February	March	April	May	June	July	August	September
Bee Cave	\$ 5,005	\$ 4,076	\$ 9,417	\$ 11,873	\$ 7,817	\$ 8,336	\$ 9,120	\$ 11,866	\$ 9,589	\$ 10,720	\$ 10,468	\$ 11,978
Bee Cave South	2,881	3,372	3,954	2,444	2,473	2,985	3,071	2,587	3,783	2,823	3,925	4,358
Homestead / Meadow Fox	4,354	4,471	4,552	4,611	4,582	4,542	4,545	4,506	4,561	4,473	4,386	4,491
290 / HPR	2,310	5,663	4,429	5,421	4,965	3,730	4,742	5,437	7,548	6,615	7,872	9,322
TOTALS	\$ 14,550	\$ 17,582	\$ 22,352	\$ 24,349	\$ 19,838	\$ 19,593	\$ 21,478	\$ 24,396	\$ 25,480	\$ 24,631	\$ 26,651	\$ 30,149



Summary of Retail Billed Revenues
NON PUA Revenue

Hays MUD 4	October	November	December	January	February	March	April	May	June	July	August	September
Sewer	\$ 7,568	\$ 7,643	\$ 7,235	\$ 7,377	\$ 7,059	\$ 7,466	\$ 7,585	\$ 7,422	\$ 7,326	\$ 7,556	\$ 7,732	\$ 7,799
TOTALS	\$ 7,568	\$ 7,643	\$ 7,235	\$ 7,377	\$ 7,059	\$ 7,466	\$ 7,585	\$ 7,422	\$ 7,326	\$ 7,556	\$ 7,732	\$ 7,799

TC MUD 16	October	November	December	January	February	March	April	May	June	July	August	September
Sewer	\$ 25,318	\$ 23,801	\$ 24,299	\$ 23,630	\$ 23,873	\$ 24,528	\$ 25,775	\$ 25,092	\$ 25,924	\$ 26,585	\$ 27,777	\$ 27,896
TOTALS	\$ 25,318	\$ 23,801	\$ 24,299	\$ 23,630	\$ 23,873	\$ 24,528	\$ 25,775	\$ 25,092	\$ 25,924	\$ 26,585	\$ 27,777	\$ 27,896



Sub Travis County Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	September 9/16-10/15	October 10/16-11/15	November 11/16-12/14	December 12/15-1/14	January 1/15-2/15	February 2/16-3/15	March 3/15-4/15	April 4/16-5/15	May 5/16-6/14	June 6/15-7/15	July 7/16-8/15	August 8/16-9/16	September 9/17-10/15
Barton Creek West	\$ 24,445	\$ 20,334	\$ 19,844	\$ 21,210	\$ 20,241	\$ 19,622	\$ 27,575	\$ 23,922	\$ 28,574	\$ 34,243	\$ 42,903	\$ 47,356	\$ 37,846
Headwaters	17,500	17,468	17,498	\$ 16,418	\$ 16,652	\$ 16,841	\$ 18,277	\$ 18,365	\$ 18,839	\$ 20,373	\$ 23,537	\$ 25,316	\$ 23,491
City of Dripping Springs (Blue)	434	432	432	\$ 432	\$ 432	\$ 432	\$ 432	\$ 434	\$ 432	\$ 432	\$ 432	\$ 439	\$ 432
Crystal Mountain HOA	4,185	3,713	3,828	\$ 3,674	\$ 4,334	\$ 3,801	\$ 4,579	\$ 4,603	\$ 4,596	\$ 5,589	\$ 7,001	\$ 7,430	\$ 6,398
Deer Creek Ranch	14,362	14,733	14,087	\$ 13,598	\$ 14,016	\$ 13,785	\$ 15,617	\$ 15,425	\$ 15,606	\$ 17,254	\$ 19,255	\$ 21,149	\$ 18,597
Dripping Springs WSC	33,993	23,567	40,631	\$ 38,216	\$ 38,097	\$ 39,539	\$ 50,259	\$ 47,341	\$ 47,952	\$ 41,480	\$ 58,701	\$ 67,728	\$ 59,411
Eanes ISD	1,454	1,165	1,169	\$ 1,019	\$ 1,129	\$ 1,112	\$ 1,400	\$ 1,469	\$ 1,344	\$ 1,390	\$ 1,524	\$ 2,155	\$ 1,935
Graham Mortgage	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hays WCID 1	36,584	36,220	35,250	\$ 30,672	\$ 30,279	\$ 30,219	\$ 36,064	\$ 35,746	\$ 37,834	\$ 41,409	\$ 51,505	\$ 54,069	\$ 46,407
Hays WCID 2	33,171	21,860	37,785	\$ 28,270	\$ 28,489	\$ 28,973	\$ 36,309	\$ 35,136	\$ 37,932	\$ 43,756	\$ 53,424	\$ 56,244	\$ 50,684
Hudson	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lazy Nine 1A	51,339	24,259	23,853	\$ 22,630	\$ 22,668	\$ 23,815	\$ 30,105	\$ 29,875	\$ 30,934	\$ 39,236	\$ 54,788	\$ 57,989	\$ 51,008
Masonwood	9,887	12,756	9,832	\$ 9,766	\$ 9,437	\$ 9,990	\$ 12,531	\$ 12,681	\$ 13,913	\$ 15,132	\$ 18,596	\$ 21,004	\$ 18,401
Reunion Ranch	12,481	11,383	10,285	\$ 10,370	\$ 11,009	\$ 12,667	\$ 16,075	\$ 16,690	\$ 18,320	\$ 22,674	\$ 28,998	\$ 32,063	\$ 28,542
Senna Hills	14,409	13,233	12,794	\$ 12,630	\$ 12,394	\$ 12,274	\$ 15,209	\$ 14,944	\$ 16,593	\$ 18,895	\$ 23,654	\$ 25,407	\$ 22,512
Travis County MUD 12	47,474	43,030	42,428	\$ 41,084	\$ 41,345	\$ 42,314	\$ 50,773	\$ 50,026	\$ 52,604	\$ 56,796	\$ 67,940	\$ 72,004	\$ 70,011
Rim Rock Rutherford (City of Dripping Springs)												\$ 4,886	\$ 4,121
TOTALS	\$ 301,719	\$ 244,152	\$ 269,715	\$ 249,989	\$ 250,523	\$ 255,383	\$ 315,206	\$ 306,658	\$ 325,471	\$ 358,658	\$ 452,258	\$ 495,236	\$ 439,795

Wholesale Wastewater

Revenue	September	October	November	December	January	February	March	April	May	June	July	August	September
Masonwood Wastewater	\$ 28,804	\$ 28,621	\$ 28,552	\$ 28,621	\$ 32,372	\$ 28,514	\$ 30,523	\$ 31,318	\$ 31,493	\$ 31,761	\$ 31,883	\$ 33,144	\$ 31,883
WCID 17 Wastewater	32,013	31,982	31,117	32,841	31,970	30,412	31,469	32,013	32,767	31,723	32,075	33,163	31,370
TOTALS	\$ 60,817	\$ 60,603	\$ 59,669	\$ 61,462	\$ 64,342	\$ 58,926	\$ 61,992	\$ 63,331	\$ 64,260	\$ 63,483	\$ 63,958	\$ 66,306	\$ 63,253

Effluent/Raw Water/Raw Water Delivery

Revenue	September	October	November	December	January	February	March	April	May	June	July	August	September
Brinker Texas (Chilis) Effluent	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -	-	\$ -
CCNG Effluent / Raw	4,850	-	-	-	-	-	-	-	11,083	19,617	40,985	39,491	31,960
Connell Falconhead Apts	1,525	-	-	-	-	-	-	-	2,232	3,136	3,868	4,061	4,661
FalconHead HOA (Spillman) E	4,863	-	-	-	-	-	-	-	5,283	5,190	5,510	7,220	6,074
Fire Phoenix (Falconhead Golf	19,733	-	-	-	-	-	5,743	-	34,398	23,676	45,851	40,085	25,542
First Star Bank Effluent	-	-	-	-	-	-	-	-	127	358	160	456	382
Lake Travis ISD Effluent / Raw	353	1,792	1,147	1,060	1,175	1,167	658	288	238	255	284	284	740
WTCMUD3 Raw Water Delive	-	-	-	-	-	297	483	-	525	1,187	2,255	1,997	1,364
Embrey Partners (Estates at B	826	-	-	-	-	-	-	-	871	1,130	580	2,256	1,229
Ash Creek Homes (Wildwood)	744	-	-	-	-	-	-	-	1,254	2,055	2,306	2,548	1,710
M Robinson Jewelers	53	-	-	-	-	-	-	-	127	247	173	838	580
PFP Falconhead Retail, LLC.	201	-	-	-	-	-	-	-	407	629	863	1,829	1,504
TOTALS	\$ 33,150	\$ 1,792	\$ 1,147	\$ 1,060	\$ 1,175	\$ 1,464	\$ 6,883	\$ 288	\$ 56,545	\$ 57,478	\$ 102,835	\$ 101,065	\$ 75,745

GRAND TOTAL	\$ 395,685	\$ 306,547	\$ 330,531	\$ 312,512	\$ 316,040	\$ 315,774	\$ 384,082	\$ 370,276	\$ 446,277	\$ 479,620	\$ 619,051	\$ 662,607	\$ 578,793
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Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Retail Water	\$ 986,073	\$ 822,307	\$ 827,235	\$ 791,403	\$ 768,322	\$ 828,763	\$ 1,112,523	\$ 1,083,369	\$ 1,256,490	\$ 1,491,086	\$ 2,183,155	\$ 2,334,877	\$ 14,485,603
Wholesale Water	244,152	269,715	249,989	250,523	255,383	315,206	306,658	325,471	358,658	452,258	495,236	439,795	\$ 3,963,046
TOTAL	\$ 1,230,225	\$ 1,092,022	\$ 1,077,225	\$ 1,041,926	\$ 1,023,705	\$ 1,143,970	\$ 1,419,181	\$ 1,408,840	\$ 1,615,148	\$ 1,943,345	\$ 2,678,391	\$ 2,774,672	\$ 18,448,648

Wastewater Utility	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Retail Wastewater	\$ 329,948	\$ 311,390	\$ 313,140	\$ 312,112	\$ 307,379	\$ 310,949	\$ 330,854	\$ 328,726	\$ 330,141	\$ 325,318	\$ 341,913	\$ 355,233	\$ 3,897,104
Wholesale Wastewater	60,603	59,669	61,462	64,342	58,926	61,992	63,331	64,260	63,483	63,958	66,306	63,253	\$ 751,586
TOTAL	\$ 390,551	\$ 371,059	\$ 374,602	\$ 376,454	\$ 366,305	\$ 372,942	\$ 394,185	\$ 392,986	\$ 393,624	\$ 389,276	\$ 408,220	\$ 418,486	\$ 4,648,689

Other	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Other Fees - Retail	\$ 14,550	\$ 17,582	\$ 22,352	\$ 24,349	\$ 19,838	\$ 19,593	\$ 21,478	\$ 24,396	\$ 25,480	\$ 24,631	\$ 26,651	\$ 30,149	\$ 271,049
Raw Water/Effluent	1,792	1,147	1,060	1,175	1,464	6,883	288	56,545	57,478	102,835	101,065	75,745	\$ 407,477
TOTAL	\$ 16,342	\$ 18,728	\$ 23,412	\$ 25,524	\$ 21,302	\$ 26,476	\$ 21,766	\$ 80,941	\$ 82,958	\$ 127,466	\$ 127,716	\$ 105,894	\$ 678,526

GRAND TOTAL	\$ 1,637,118	\$ 1,481,809	\$ 1,475,239	\$ 1,443,905	\$ 1,411,312	\$ 1,543,387	\$ 1,835,132	\$ 1,882,768	\$ 2,091,731	\$ 2,460,086	\$ 3,214,326	\$ 3,299,051	\$ 23,775,864
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Summary of Total Billed Consumption (1,000 Gallons) Water Utility

Retail Water	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Bee Cave	43,397	31,133	30,913	29,736	28,475	28,507	44,553	42,078	48,212	56,756	81,504	103,424	568,688
Bee Cave South	12,952	14,346	13,654	14,022	12,571	16,121	17,892	17,213	19,171	28,600	39,919	32,272	238,733
Homestead / Meadow Fox	1,037	996	1,020	1,027	953	906	1,053	1,007	1,442	1,767	2,599	2,351	16,158
HPR / 290	22,686	17,339	18,502	16,355	16,327	19,418	32,774	31,141	41,113	48,342	74,380	71,441	409,818
Total Retail	80,072	63,814	64,089	61,140	58,326	64,952	96,272	91,439	109,938	135,465	198,402	209,488	1,233,397

Wholesale Water	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Barton Creek West	4,748	4,293	4,860	4,457	4,200	7,500	5,985	7,915	10,267	13,861	15,708	11,762	95,556
City of Dripping Springs (Blue Blazes)	-	-	-	-	-	-	1	-	-	-	4	-	5
Headwaters	1,390	1,406	816	944	1,047	1,832	1,880	2,139	2,977	4,706	5,678	4,681	29,496
Crystal Mountain HOA	617	665	601	876	654	978	988	985	1,399	1,987	2,166	1,736	13,652
Deer Creek Ranch	4,038	3,644	3,346	3,601	3,460	4,577	4,460	4,570	5,575	6,795	7,950	6,394	58,410
Dripping Springs WSC	4,741	15,021	13,566	13,494	14,363	20,821	19,063	19,431	15,532	25,906	31,344	26,334	219,616
Eanes ISD	257	259	171	236	226	395	436	362	389	468	839	710	4,748
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	10,032	9,465	6,788	6,558	6,523	9,941	9,755	10,976	13,067	18,971	20,470	15,989	138,535
Hays WCID 2	2,116	10,454	5,472	5,587	5,840	9,681	9,067	10,531	13,580	18,642	20,118	17,207	128,295
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	5,978	5,743	5,036	5,058	5,721	9,357	9,224	9,836	14,150	23,140	24,990	20,955	139,188
Masonwood	4,517	2,723	2,683	2,481	2,820	4,379	4,471	5,227	5,975	8,100	9,577	7,980	60,933
Reunion Ranch	3,084	2,500	2,545	2,885	3,767	5,580	5,907	6,774	9,090	12,454	14,084	12,211	80,881
Senna Hills	3,270	2,999	2,898	2,752	2,678	4,490	4,326	5,344	6,765	9,703	10,785	8,998	65,008
Travis County MUD 12	5,980	5,542	4,765	4,916	5,476	10,366	9,934	11,424	13,847	20,289	22,638	21,486	136,663
Rim Rock Rutherford (City of Dripping Springs)											1,999	1,581	3,580
Total Wholesale	50,768	64,714	53,547	53,845	56,775	89,897	85,497	95,514	112,613	165,022	186,351	156,443	1,170,986

Effluent Water	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	1,946	4,737	3,711	5,843	8,850	7,329	2,836	5,155	9,124	19,063	18,368	14,865	101,827
Connell Falconhead Apartments	651	502	579	35	164	807	820	543	763	941	988	1,134	7,927
FH Texas Management Co. LLC.	18,539	13,199	7,859	12,991	6,812	9,483	11,397	15,999	11,012	21,326	18,644	2,825	150,086
First State Bank	-	-	-	-	-	-	1	31	87	39	111	93	362
Lake Travis ISD	436	279	258	286	284	160	70	58	62	69	69	180	2,211
Spillman Ranch Communities Inc.	2,660	459	2,663	1,826	2,445	3,061	2,681	2,457	2,414	2,563	3,358	11,880	38,467
Ash Creek Homes (Wildwood)	285	228	110	135	210	303	267	305	500	561	620	416	3,940
Embrey Partners (Estates at Bee Cav	364	12	3	1	13	250	45	212	275	141	549	299	2,164
M Robinson Jewelers	8	11	6	-	-	16	23	31	60	42	204	141	542
PFP Falconhead Retail, LLC.	33	24	71	4	45	94	1,882	99	153	210	445	366	3,426
Total Wholesale	24,922	19,451	15,260	21,121	18,823	21,503	20,022	24,890	24,450	44,955	43,356	32,199	310,952

System Summary	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Total Retail	80,072	63,814	64,089	61,140	58,326	64,952	96,272	91,439	109,938	135,465	198,402	209,488	1,233,397
Total Wholesale	50,768	64,714	53,547	53,845	56,775	89,897	85,497	95,514	112,613	165,022	186,351	156,443	1,170,986
Effluent Water	24,922	19,451	15,260	21,121	18,823	21,503	20,022	24,890	24,450	44,955	43,356	32,199	310,952
TOTAL WATER	155,762	147,979	132,896	136,106	133,924	176,352	201,791	211,843	247,001	345,442	428,109	398,130	2,715,335

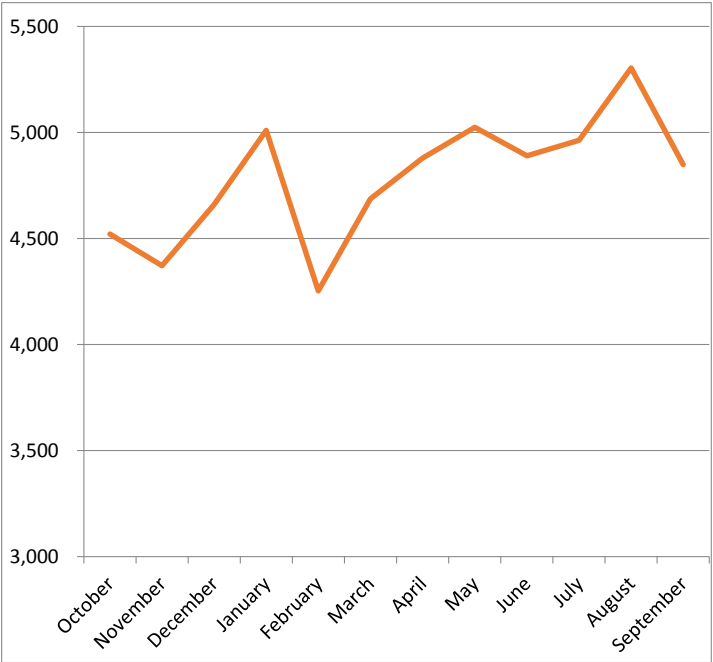
Retail Percent of Total	51%	43%	48%	45%	44%	37%	48%	43%	45%	39%	46%	53%	45%
Wholesale Percent of Total	33%	44%	40%	40%	42%	51%	42%	45%	46%	48%	44%	39%	43%



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

Wholesale Wastewater	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Masonwood Wastewater	2,156	2,147	2,156	2,647	2,142	2,405	2,509	2,532	2,567	2,583	2,748	2,583	29,175
WCID 17 Wastewater	2,365	2,225	2,504	2,363	2,111	2,282	2,370	2,492	2,323	2,380	2,556	2,266	28,237
TOTALS	4,521	4,372	4,660	5,010	4,253	4,687	4,879	5,024	4,890	4,963	5,304	4,849	57,412

System Summary	October	November	December	January	February	March	April	May	June	July	August	September	12 Month Total
Total Wholesale	4,521	4,372	4,660	5,010	4,253	4,687	4,879	5,024	4,890	4,963	5,304	4,849	57,412
TOTAL WASTEWATER	4,521	4,372	4,660	5,010	4,253	4,687	4,879	5,024	4,890	4,963	5,304	4,849	57,412

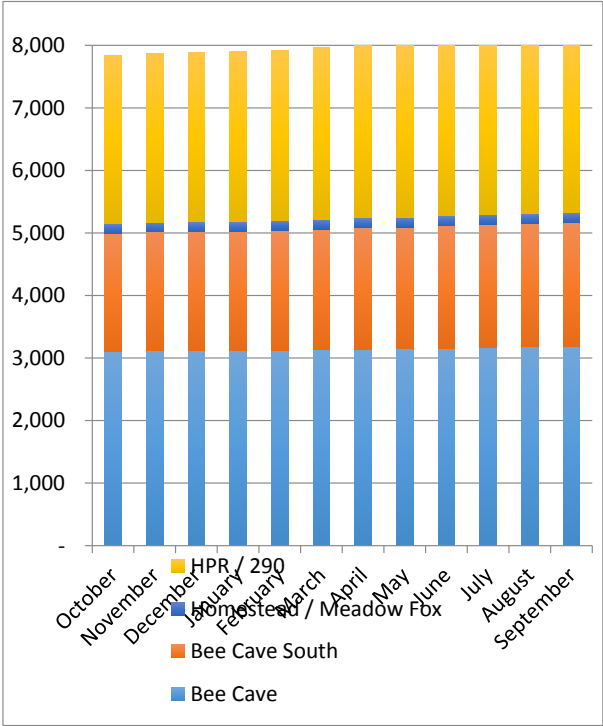




Summary of Total Retail Customer Count Water

Meters	October	November	December	January	February	March	April	May	June	July	August	September
Bee Cave	3,103	3,120	3,122	3,119	3,121	3,132	3,143	3,148	3,157	3,173	3,181	3,189
Bee Cave South	1,892	1,896	1,898	1,904	1,923	1,931	1,938	1,947	1,958	1,967	1,969	1,977
Homestead / Meadow Fox	157	158	158	159	159	159	159	158	159	159	158	159
HPR / 290	2,684	2,691	2,707	2,712	2,715	2,736	2,759	2,767	2,780	2,820	2,828	2,869
TOTALS	7,836	7,865	7,885	7,894	7,918	7,958	7,999	8,020	8,054	8,119	8,136	8,194

Customer Growth	33	29	20	9	24	40	41	21	34	65	17	58
Monthly Growth Rate	0.42%	0.37%	0.25%	0.11%	0.30%	0.51%	0.52%	0.26%	0.42%	0.81%	0.21%	0.71%
12 Month Growth	416	423	400	377	375	384	386	351	344	371	353	391
12 Month Growth Rate	5.59%	5.65%	5.32%	5.00%	4.95%	5.04%	5.03%	4.55%	4.44%	4.77%	4.52%	4.99%

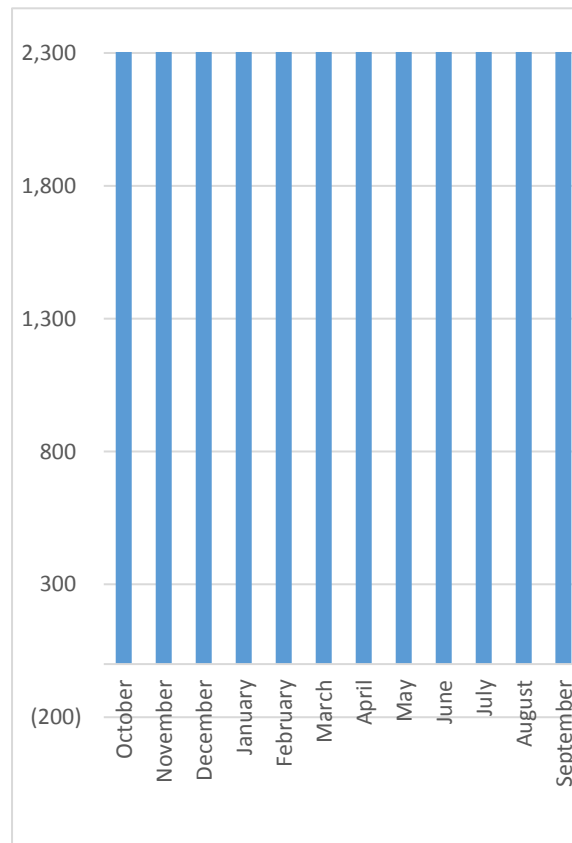




Summary of Total Retail Customer Count Wastewater

Meters	October	November	December	January	February	March	April	May	June	July	August	September
Wastewater Customers	2,319	2,322	2,321	2,328	2,322	2,328	2,334	2,331	2,337	2,348	2,360	2,373

Customer Growth	2	3	(1)	7	(6)	6	6	(3)	6	11	12	13
Monthly Growth Rate	0.09%	0.13%	-0.04%	0.30%	-0.26%	0.26%	0.26%	-0.13%	0.26%	0.47%	0.51%	0.55%
12 Month Growth	68	67	44	56	38	47	56	56	49	53	65	56
12 Month Growth Rate	3.02%	2.94%	1.94%	2.45%	1.67%	2.06%	2.46%	2.45%	2.14%	2.31%	2.81%	2.41%



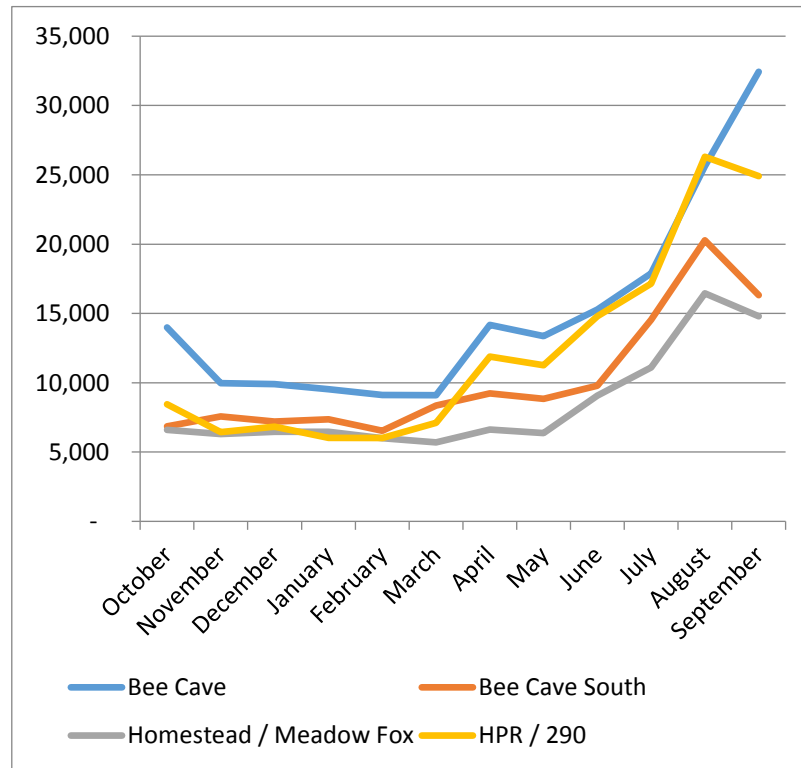


Retail Customer Average Use Analysis

Average Water Usage per Connection, per Month (Gallons)

	October	November	December	January	February	March	April	May	June	July	August	September
Bee Cave	13,985	9,979	9,902	9,534	9,124	9,102	14,175	13,367	15,271	17,887	25,622	32,431
Bee Cave South	6,846	7,566	7,194	7,364	6,537	8,349	9,232	8,841	9,791	14,540	20,274	16,324
Homestead / Meadow Fox	6,605	6,304	6,456	6,459	5,994	5,698	6,623	6,373	9,069	11,113	16,449	14,786
HPR / 290	8,452	6,443	6,835	6,031	6,014	7,097	11,879	11,254	14,789	17,143	26,301	24,901
System Wide Average	10,218	8,114	8,128	7,745	7,366	8,162	12,036	11,401	13,650	16,685	24,386	25,566

12-Month Average	14,558	14,027	13,766	13,643	13,550	13,508	13,500	13,213	12,665	12,226	12,277	12,864
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Retail Customer Average Use Analysis

Summary of Customer Contacts/Payment Processing

Customer Contacts	November	December	January	February	March	April	May	June	July	August	September	October
Date of	11/1-11/30	12/1-12/31	01/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	6/1-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31
Calls	421	355	687	682	719	817	930	756	766	860	740	770
Emails	152	168	152	147	128	115	135	142	197	182	169	214
In Office	150	149	154	137	158	175	209	163	200	171	199	172
TOTALS	723	672	993	966	1,005	1,107	1,274	1,061	1,163	1,213	1,108	1,156

Payments	November	December	January	February	March	April	May	June	July	August	September	October
Date of Payments	11/1-11/30	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/31	5/31-6/30	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31
Mail	1,833	2,203	1,645	1,805	2,164	2,037	2,485	1,949	2,109	1,981	2,233	2,145
Walk In/Dropbox Payments	183	192	182	203	197	237	216	242	203	237	264	192
Online Payments Credit Cards	308	295	372	355	434	398	319	382	411	429	372	458
Online Payments Echeck	455	429	806	413	388	493	472	474	513	508	517	499
Unreceivables	2,138	2,013	1,909	1,642	1,551	1,993	1,963	1,768	2,166	1,861	1,836	1,983
TOTALS	4,917	5,132	4,914	4,418	4,734	5,158	5,455	4,815	5,402	5,016	5,222	5,277



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	1	5	17
Bee Cave South	4	7	6
Homestead / Meadow Fox	2	1	1
290 HPR	18	6	4
TOTAL	25	19	28

DOLLARS	31-60	61-90	91+
Bee Cave	411	1,706	19,367
Bee Cave South	271	2,979	13,920
Homestead / Meadow Fox	305	713	60
HPR / 290	17,408	1,220	707
TOTAL	18,395	6,617	34,053

Delinquent Letters	Date Sent	Total Del
Bee Cave	20-Oct	172
Bee Cave South	14-Oct	159
Homestead / Meadow Fox	8-Oct	8
290 HPR	8-Oct	109
TOTAL		448

Disconnects	Date	How Many
Bee Cave	13-Nov	14
Bee Cave South	30-Oct	8
Homestead / Meadow Fox	24-Oct	2
HPR / 290	24-Oct	11

Still Off
2
1
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