

## **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, July 20, 2017, at City of 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 (R. Pugh)**

- A. Approve minutes of June 15, 2017 Board Meeting.**
- B. Approve payment of outstanding invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:**
  - 1. Pay Application No. 15 for SH71 1280 Elevated Storage Tank Project.**
  - 2. Pay Application No. 2 for Crystal Mountain EST Service Area Control Valve.**
  - 3. Pay Application No. 1 for Bohls CCNG Gravity Effluent Line**
- D. Approve Murfee Engineering Work Authorizations for:**
  - 1. Study to Interconnect 71 and 290 Systems, \$18,000.**

- E. Approve Non-Standard Service Agreements (NSSAs) per previously approved PFCS letters for:**
  - 1. Burba Property (75 LUEs, water only).**
  - 2. High on Austin (14 LUEs, water only).**
  - 3. Junction Athletic Complex (42 LUEs, water only).**
- F. Approve purchase of replacement generator for Lift Station No. 15, Generator Field Service, \$35,357.73, and declare existing generator surplus property.**
- G. Approve and award bids to:**
  - 1. Brenntag Southwest, 2-year chemical supply, \$194,804.87**
  - 2. Wastewater Transport, 2-year sludge hauling, per bid unit prices and estimated 2-year cost.**
  - 3. PrimeSpec Construction, LLC, Lakepointe WWTP Improvements, \$438,000.**
- H. Approve release of CCN on Circle Drive (C. Wilson).**

## **V. STAFF REPORTS**

- A. General Manager's Report, including (R. Pugh)**
  - 1. SER and NSSA processing procedures.**
  - 2. GM and Controller check signing authority per Purchasing Policy.**
- B. Controller's Report (J. Smith).**
- C. Engineer's Report, including (C. Wilson)**
  - 1. Capital Improvements Plan Update.**
  - 2. Operations Report.**
- D. Legislative Update (S. Albright).**

## **VI. OLD BUSINESS**

- A. Discuss, consider and take action regarding pending and/or anticipated litigation, including:**
  - 1. Cause No. D-1-GN-16-000538; *Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas* in the 250<sup>th</sup> District Court of Travis County, Texas (D. Klein).**
  - 2. *Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274* (D. Klein).**
  - 3. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601* (S. Albright).**

*(These items under VI.A may be taken into Executive Session under the consultation with attorney exception. Item VI.A.2 may be taken into Executive Session under the real and personal property exception.)*

**B. Discuss, consider and take action on process of amending Impact Fee Study, including Attorney General Opinion (D. Klein).**

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

**C. Discuss, consider and take action on Study interconnecting 71 and 290 Systems including (S. Roberts):**

- a. Impacts on hydraulic efficiencies, CIP program, water delivery to DSWSC and City of Dripping Springs, and potential revenues.**
- b. Amending CIP program.**

**VII. NEW BUSINESS**

**A. Discuss, consider and take action on FY 18 General Operating Fund Budget Work Session No. 1 (J. Smith).**

**VIII. ADJOURNMENT**

Dated: July 14, 2017



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Robert Pugh  
WTCPUA General Manager

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

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Robert Pugh, 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**

June 15, 2017

**Present:**

Scott Roberts, President  
Fred Goff, Vice President  
Bill Goodwin, Assistant Secretary  
Don Walden, Assistant Secretary

**Staff and Consultants:**

Robert Pugh, General Manager  
Curtis Wilson, District Engineer  
Jennifer Riechers, Program Manager  
Keith Parkan, Senior Engineer  
Jennifer Smith, Agency Controller  
Stefanie Albright, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
David Klein, (Lloyd Gosselink Rochelle & Townsend, P.C.), Agency General Counsel  
George Murfee (Murfee Engineering Company, Inc.), Agency Engineer  
Keli Kirkley (Municipal Accounts & Consulting), Agency Bookkeeper

**I. CALL TO ORDER**

Director Roberts called the meeting to order at 10:00 a.m.

**II. ESTABLISH QUORUM**

A quorum was established. All Directors were present except for Director Whisenant. Also present were the above-referenced staff and consultants.

**III. PUBLIC COMMENT**

No public comment was provided.

**IV. CONSENT AGENDA**

**A. Approve minutes of May 11, 2017 Board Meeting.**

Director Walden identified a point on page 3 regarding looping of the systems and stated that the comment that the system would be looped at sometime is speculative at best. Director Roberts stated that the comment should be struck.

**MOTION:** A motion was made by Director Goff and seconded by Director Roberts to approve the May 11, 2017 Special Board Meeting Minutes, as amended, provided as **Exhibit A**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goff, and Walden  
Voting Nay: Director Goodwin  
Absent: Director Whisenant

**B. Approve minutes of May 18, 2017 Board Meeting.**

**MOTION:** A motion was made by Director Goodwin and seconded by Director Goff to approve the May 18, 2017 Board Meeting Minutes, provided as **Exhibit B**.

The vote was taken with the following result:

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

**C. Approve bookkeepers report, payment of outstanding invoices and other related bookkeeping matters.**

**MOTION:** A motion was made by Director Goodwin and seconded by Director Roberts to approve the bookkeeper's report, provided as **Exhibit C**.

The vote was taken with the following result:

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

**D. Approve Contractor Pay Requests including:**

- 1. Pay Application No. 14 for SH71 1280 Elevated Storage Tank Project.**
- 2. Pay Application No. 1 for Crystal Mountain EST Service Area Control Valve.**
- 3. Pay Application No. 10 and Final for SH 71 West 20" Transmission Main**
- 4. Pay Application No. 10 for Spillman Pond Liner Project.**

Director Goodwin confirmed that Pay Application No. 10 for the 20” transmission line was the final payment, and acknowledged that SJ Louis did a great job with the project as confirmed by staff.

**MOTION:** A motion was made by Director Goodwin and seconded by Director Roberts to approve the Contractor Pay Requests Items D.1-4, provided as **Exhibit D.**

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None

Absent: Director Whisenant

**E. Approve Contractor Change Order Request including:**

**1. Change Order No 1 for SH71 1280 Elevated Storage Tank Project.**

**MOTION:** A motion was made by Director Roberts and seconded by Director Goodwin to approve Change Order No 1 for SH71 1280 Elevated Storage Tank Project, provided as **Exhibit E.**

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None

Absent: Director Whisenant

**F. Approve Murfee Engineering Work Authorizations for:**

**1. Raw Water Line Air Release Valve Vent Detail (\$2,507.00).**

**2. Raw Water Line No. 2 Design, Permitting & Construction Administration (Approved CIP Project, \$350,708.00).**

Director Goodwin asked about the air release valve and confirmed that this is near where the previous break occurred. Director Walden stated that he liked how the Raw Water Line No. 2 design proposal was broken down by task and asked that the invoices be submitted the same.

Director Goodwin also addressed Item 2 and stated that to date there has been spent almost \$500,000 on the project, most of which has gone to procuring a permit from USFWS.

**MOTION:** A motion was made by Director Goodwin and seconded by Director Roberts to approve Murfee Engineering Work Authorization for the Raw Water Line Air Release Valve Vent Detail, provided as **Exhibit F.**

The vote was taken with the following result:

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

Director Roberts stated that Item IV. F. 2 would be taken up on another agenda item.

**G. Approve Service Extension Request (SER) for:**  
**1. City of Dripping Springs, 50 LUEs (water only).**

Mr. Wilson stated that the Board previously approved an SER for 300 LUEs, and the City of Dripping Springs is now asking for additional service for a total amount of 350 LUEs related to this previously submitted SER.

**MOTION:** A motion was made by Director Goodwin and seconded by Director Walden to approve the service extension request for City of Dripping Springs for an additional 50 LUEs, provided as **Exhibit G.**

The vote was taken with the following result:

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

**H. Approve Developer Reimbursement to:**  
**1. Reunion Ranch/Taylor Morrison (\$197,076).**

**MOTION:** A motion was made by Director Walden and seconded by Director Roberts to approve developer reimbursement to Reunion Ranch/Taylor Morrison in the amount of \$197,076, as provided in **Exhibit H.**

The vote was taken with the following result:

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

**I. Approve Amendment No. 1 to Parten Ranch Non-Standard Service Agreement.**

**MOTION:** A motion was made by Director Goff and seconded by Director Goodwin to approve Amendment No. 1 to Parten Ranch Non-Standard Service Agreement, provided as **Exhibit I.**

The vote was taken with the following result:

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

**J. Approve Amendment No. 3 to Wholesale Water Services Agreement for Hays County WCID No. 1.**

Director Goodwin asked for clarification on this amendment, to which Mr. Wilson stated that the District has requested an additional point of delivery, and he had recommended that this be included as a contract amendment to ensure that the PUA was keeping track of delivery points through the contract. Mr. Wilson stated that there would be a meter at the delivery point owned by the PUA.

**MOTION:** A motion was made by Director Goodwin and seconded by Director Walden to approve Amendment No. 3 to Wholesale Water Services Agreement for Hays County WCID No. 1, provided as **Exhibit J.**

The vote was taken with the following result:

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

**K. Approve Amendment No. 2 to Wholesale Water Services Agreement for Lazy Nine Municipal Utility District 1A.**

Mr. Wilson stated that this amendment also addressed adding a delivery point to the service contract.

**MOTION:** A motion was made by Director Walden and seconded by Director Roberts to approve Amendment No. 2 to Wholesale Water Services Agreement for Lazy Nine Municipal Utility District 1A, provided as **Exhibit K.**

The vote was taken with the following result:

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

**L. Approve purchase of replacement vehicles for PUA Operations Fleet through Buy Board approved vendor Caldwell Country and declare replaced vehicles surplus property:**

1. **Replace PUA Unit 002, 2000 Ford F450, ¾ ton pickup, 197,300 miles, with 2017 Chevrolet Silverado ¾ Ton Pick-up with utility bed, \$31,975.**
2. **Replace PUA Unit 004, 2002 Chevy 1500 ½ ton pickup, 121,037 miles, with 2017 Chevrolet Silverado ¾ Ton Pick-up with utility bed, \$31,975.**
3. **Replace PUA Unit 005, 2002 Chevy 1500 ½ ton pickup, 117,000 miles, with 2017 Chevrolet Silverado ½ Ton Pick-up, \$23,690.**

**MOTION:** A motion was made by Director Goff and seconded by Director Roberts to approve replacement vehicles for the PUA Operations Fleet and declare replaced vehicles as surplus.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None

Absent: Director Whisenant

**M. Approve Amendment No. 1 to Financial Management Consulting Service Agreement between the WTCPUA and Nelisa Heddin Consulting, LLC.**

Director Goodwin confirmed that there is already an agreement with Nelisa Heddin Consulting, and Mr. Pugh stated that this amendment added language providing that the consultant would cooperate in litigation efforts filed against the PUA, including entering into a joint defense agreement. Director Goodwin read the “Litigation Support” section into the record as follows:

**“Section 16. Litigation Support.** Consultant agrees to cooperate with and render litigation support to PUA in the event(s) that the PUA is involved in a lawsuit, administrative hearing, or other dispute that involves Consultant’s cost of service studies, rate designs, budgets, and other services performed by Consultant to the PUA under the Agreement. Such litigation support shall include, but is not limited to, Consultant entering into joint defense agreements with the PUA in such matters.”

Mr. Pugh confirmed that the amendment language is acceptable to Ms. Heddin. Director Goodwin stated that this clause was added because Ms. Heddin did not provide support in the litigation matter with a former contract operator, as she was sued as well in the litigation matter. He stated that she was separated from the PUA by the additional lawsuit against her company, and stated that the PUA chose to make her defend herself and Ms. Heddin did not enter into a joint defense agreement on advice of her attorney. He stated that he felt that the clause was punitive.

Director Walden stated that he was not on the Board when the lawsuit commenced, but he worked extensively on the settlement negotiations. He felt that Ms. Heddin was not cooperating with the PUA when trying to determine the analysis conducted by Ms. Heddin relating to damages. He stated that this work had to be done by the attorneys and staff to confirm the amount of damages due to the previous contractor’s oversight and errors. Director Goodwin stated that Ms. Heddin was forced to obtain her own counsel, and she was working under advice from her counsel.

Director Roberts confirmed that this is a one-year contract with a 30-day termination clause.

**MOTION:** A motion was made by Director Walden and seconded by Director Roberts to approve Amendment No. 1 to Financial Management Consulting Service Agreement between the WTCPUA and Nelisa Heddin Consulting, LLC, provided as **Exhibit L**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goff, and Walden

Voting Nay: Director Goodwin

Absent: Director Whisenant

## **V. STAFF REPORTS**

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

Mr. Pugh presented on this item, provided as **Exhibit M**. He stated that the raw water pump station maintenance is continuing. He also stated that Keli Kirkley had accepted a staff accountant position to start June 26.

He stated that mandatory watering restrictions for Stage 2 will start July 1, and staff is in the process of distributing notices to customers. Discussion ensued regarding the timing of the restrictions to coincide with warmer temperatures and typically higher use.

Mr. Pugh stated that the minor amendment to the TLAP permit was approved by the TCEQ.

Director Goodwin asked about the operations team meeting, and asked who was on the "team". Mr. Pugh stated that Mr. Parkan, Mr. Wilson and Dennis Lozano typically attended.

Director Goodwin asked about the pretreatment pilot program with Rosie's Tamale House and confirmed with Mr. Parkan that the program was running well.

Regarding a CCNG reuse agreement, the PUA is working with CCNG on their intent to use effluent for common areas. Mr. Pugh stated that CCNG will need to be included on the PUA's 210 permit.

Director Roberts inquired briefly about the check signing policy, and asked that a future agenda item be considered to allow the General Manager to sign more checks in the future.

### **B. Controller's Report.**

Ms. Smith presented on this item, provided as **Exhibit N**. She stated that the budget is looking good and tracking as planned with revenues slightly higher than anticipated.



**C. Engineer's Report**  
**1. Capital Improvements Plan Update.**

The CIP update was provided as **Exhibit O**. Mr. Wilson stated that the beneficial reuse project is planned to be included in the future.

Mr. Wilson stated that on June 2 Falconhead lost water due to a car accident that broke one of the fire hydrants. He stated that an air release valve was stuck open during the process that resulted in the loss of water and pressure. Director Roberts stated that he asked staff to pursue the costs of the event through the insurance of the driver.

The Board next presented a monthly introduction to a PUA staff member. Jennifer Riechers introduced Dianne Rendon, Customer Service Supervisor, and stated that she came over to the PUA from US Water.

**a. Raw Water Line No. 2 USFWS Permitting Update & Golden-Cheeked Warbler Conservation Credit Purchase Agreement**

Mr. Wilson presented this item and stated that Steve Paulson with ACI Consulting was asked to address the Board to give an update on the project. Mr. Paulson addressed the Board and stated that he is the consultant working on the permitting process with USFWS. He stated that they are close to an agreement with USFWS on the "take" issue and that mitigation required will be 28 acres. He stated that there is an agreement on this mitigation, and the PUA will have a number of options to purchase or address this mitigation through other avenues. He referenced a regional mitigation bank that would provide certainty in ensuring that this mitigation was provided as the PUA moved forward with the project. There is also the possibility of using LCRA's mitigation credits, and this issue has not been worked out with the LCRA at this point.

Director Roberts asked about the Hickory Pass conservation bank and Mr. Paulson stated that there are many mitigation banks that credits may be available, but not every bank would be applicable to the recovery area at issue so the PUA will be limited by this factor. Mr. Paulson stated that the LCRA pledged large tracts for mitigation, and mitigation would be covered for any projects through this dedication. LCRA is a member of the Balcones Partnership and could have accessed these mitigation credits for this project. Director Roberts confirmed that the LCRA agreement does not specifically address certain water projects. Director Goodwin stated that it was a safe assumption that these credits could be used for water projects.

Director Goodwin confirmed that when the LCRA sold the system, there were plans for waterlines, so it would be presumed that there would be some projects needing mitigation and that LCRA would use their mitigation credits. Director Goodwin asked if mitigation is always required, to which Mr. Paulson stated that this is a difficult question relating to the Endangered Species Act and the interpretation of USFWS.

Mr. Paulson stated that "take" under ESA is very nuanced and in a discussion with Director Goodwin stated that USFWS can stop projects not in compliance.

Director Walden asked if the PUA, as part of the agreement with USFWS, would be allowed year-round access for maintenance of the proposed raw waterline, and Mr. Paulson stated that he would confirm that such provisions are included in the agreement. Director Goodwin asked if using LCRA mitigation credits is still an option. Mr. Murfee stated that Commissioner Daugherty is assisting with this effort and that the mitigation of 28 acres has only been agreed upon in June between the PUA and USFWS, so discussions will still be ongoing as a specific number had not been addressed in these conversations. However, it will take several months to reach a resolution.

In response to a question from Director Goodwin, Mr. Murfee stated that there may be other projects in the future that need mitigation, and purchasing credits for the raw waterline project wouldn't preclude using these LCRA credits in the future.

Mr. Paulson stated that a permit can be amended in the future to use LCRA mitigation credits versus bank credits if the timing is appropriate. Then the PUA can determine whether it would like to resell the purchased mitigation credits.

Mr. Paulson stated that there have been some delays in permitting on the federal level that may be experienced, and it could be later in the fall before a permit is obtained.

Director Roberts asked about the design contract, and Mr. Murfee confirmed that it would take 9 months for the design, permitting and construction administration process.

**MOTION:** A motion was made by Director Roberts and seconded by Director Goodwin to approve the agreement to purchase mitigation credits (**Exhibit P**) and Approve Raw Water Line No. 2 Design, Permitting & Construction Administration (**Exhibit Q**) (Item IV.F.2).

The vote was taken with the following result:

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

Director Goodwin asked if Murfee Engineering would start immediately, to which Mr. Murfee stated that surveying for the raw waterline was finishing and then the work order would be implemented shortly thereafter.

## **2. Operations Report.**

Trey Cantu provided this report, presented as **Exhibit R**. Director Goodwin asked why the mandatory water restrictions start on July 1. Mr. Cantu stated that Stage 2 occurs with certain triggers, but also allows for triggers associated with weather. Based on historical data, there is a high amount of demand in July and August. Director Goodwin confirmed that this was an operations team determination and discussed the balance between selling water and conservation. Director Walden confirmed that there is a variance process for something like a pool construction that may be ongoing.

#### **D. Legislative Update.**

Ms. Albright provided an update on this item, stating that the two pieces of legislation being tracked by the PUA, HB 922 and HB 1523 (and its successor bill) had not passed. In response to a question by Director Goodwin asking whether HB 922 had been included as an amendment to another bill, Ms. Albright responded that her firm was looking at amendments and confirming whether the full language of HB 922 had been included in another bill. She stated that a full update would be provided on the bills passed during session.

#### **VI. OLD BUSINESS**

Director Roberts announced that the Board would go into executive session at 11:59 a.m. pursuant to Texas Government Code § 551.071 – Consultation with Attorney for Items VI.A. 2-4.

Director Roberts announced that the Board would go back into open session at 1:04 p.m. and that no action was taken in executive session.

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

- 1. Cause No. D-1-GN-16-000538; Travis County Municipal Utility District No. 12 vs. Public Utility Commission of Texas in the 250<sup>th</sup> District Court of Travis County, Texas**

This item was discussed in executive session.

- 2. Travis County Municipal Utility District No. 12 v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-16-002274**

This item was discussed in executive session.

- 3. CCNG Development Co., L.P. v West Travis County Public Utility Agency and Lower Colorado River Authority; in the 345th Judicial District Court, Travis County, Texas; Cause No. D-1-GN-14-000163**

**MOTION:** A motion was made by Director Roberts and seconded by Director Goff to move to re-issue PFCS letters given to CCNG making modifications relating to moratorium as discussed in executive session, and draft cover letter to David Porter and signed by Mr. Pugh detailing that the revised letters are provided in exchange for a consent to assignment and dismissal of the lawsuit.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None  
Absent: Director Whisenant

**4. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601.***

**MOTION:** A motion was made by Director Roberts and seconded by Director Walden to reject the settlement offer as discussed in executive session.

The vote was taken with the following result:

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

**B. Discuss, consider and take action on process of amending Impact Fee Study, including Attorney General Opinion.**

Mr. Klein addressed this item, stating that he had done research since the last meeting and had determined that the PUA could request an AG opinion on the interpretation of existing law relating to impact fees. He confirmed that the opinion could interpret law, but would not make a determination on circumstances specific to the PUA. Mr. Klein stated that there are only certain individuals that could request opinions, but the best approach would be to speak to Representatives Workman or Isaac or one of the PUA's state senators. The Board requested that Lloyd Gosselink prepare a request to the Attorney General and the Board would reach out to various legislators for assistance making the request.

**VII. NEW BUSINESS**

**A. Discuss, consider and take action on FY 17 budget amendment for reallocation of expenses due to operations transition.**

Ms. Smith presented on this item, provided as Exhibit S.

**MOTION:** A motion was made by Director Goodwin and seconded by Director Roberts to approve the FY 17 budget amendment for reallocation of expenses due to operations transition.

The vote was taken with the following result:

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

**B. Discuss, consider and take action on proposed Tariff policy changes:**  
**1. Inflow and Infiltration management and enforcement.**

Mr. Pugh presented on this item, provided as **Exhibit T**. He stated that the previous language did not have specific wording relating to infiltration and staff had determined that these policies would be beneficial.

**MOTION:** A motion was made by Director Walden and seconded by Director Roberts to approve the Tariff changes related to inflow and infiltration management and enforcement.

The vote was taken with the following result:

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

Director Goodwin identified that Item (3) is a replacement to Subsection 2.04(e)(3) and asked how the original item read. Mr. Klein stated that he can provide the redlines, and the language was substantially the same, but read easier to do a full replacement. Director Goodwin confirmed that Section (10) should reference “contaminated” cooling water.

## **2. Leak Adjustment Policy.**

Mr. Pugh presented on this item, provided as **Exhibit U**. Director Goodwin asked that a redline copy be provided in future policy adjustments to confirm the changes. He also asked if there was any idea how many customers used water softeners, to which Mr. Wilson stated that he could estimate 50% - 75% of customers use them.

Director Goodwin asked about the qualification that the policy does not cover service lines over 500’ in length, due to the fact that a recent request arose that involved a line more than 6,000 feet long.

**MOTION:** A motion was made by Director Roberts and seconded by Director Goodwin to approve changes to the Leak Adjustment Policy, provided as **Exhibit U**.

The vote was taken with the following result:

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

## **C. Discuss, consider and take action on PUA Safety and Accident Prevention Manual (SAPM).**

**MOTION:** A motion was made by Director Goodwin and seconded by Director Roberts to approve the PUA Safety and Accident Prevention Manual, provided as **Exhibit V**.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None

Absent: Director Whisenant

**D. Discuss, consider and take action on Study looping 71 and 290 Systems including:**

- 1. Impacts on hydraulic efficiencies, CIP program, water delivery to DSWSC and City of Dripping Springs, and potential revenues.**
- 2. Amending CIP program.**

**MOTION:** A motion was made by Director Roberts and seconded by Director Goodwin to postpone this item until the July Board meeting.

The vote was taken with the following result:

Voting Aye: Directors Roberts, Goodwin, Goff, and Walden

Voting Nay: None

Absent: Director Whisenant

**VIII. ADJOURNMENT**

**MOTION:** A motion was made by Director Goodwin to adjourn. The motion was seconded by Director Goff.

The vote was taken with the following result:

Voting Aye: Directors Robert, Goodwin, Goff and Walden

Voting Nay: None

Absent: Director Whisenant

The meeting adjourned at 1:05 p.m.

PASSED AND APPROVED this 20th day of July, 2017.

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Scott Roberts, President  
Board of Directors

ATTEST:

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Ray Whisenant, Secretary/Treasurer  
Board of Directors

DRAFT

## **ITEM B**



# West Travis County PUA - GOF

## Cash Flow -Checking Account

As of July 20, 2017

Num	Name	Memo	Amount
<b>11110 · Cash in Bank</b>			
1961	West Travis County PUA Manager's Account	Transfer Funds to Manager's Account	-484,276.38
1962	Murfee Engineering Company Inc.	Engineering Fees	-9,685.00
1963	BB&T	Credit Card Purchases- 8992	-131.85
1964	BB&T	Credit Card Purchases- Pugh	-1,566.01
1965	BB&T	Credit Card Purchases- Wilson	-376.06
1966	BB&T	Credit Card Purchases-Parkin	-2,256.81
1967	BB&T	Credit Card Purchases- Smith	-2,481.06
1968	BB&T	Credit Card Purchases- 4972	-968.53
1969	BB&T	Credit Card Purchases- Sarot	-569.67
1970	BB&T	Credit Card Purchases- Sifuentes	-933.52
1971	BB&T	Credit Card Purchases- Jeffrey	-3,034.12
1972	BB&T	Credit Card Purchases- Semiglasgow	-299.16
1973	BB&T	Credit Card Purchases- Rendon	-459.63
1974	BB&T	Credit Card Purchases- Harkrider	-688.32
1975	BB&T	Credit Card Purchases- Bourland	-763.57
1976	BB&T	Credit Card Purchases- Strickland	-1,090.96
1977	BB&T	Credit Card Purchases-Schwabe	-307.79
1978	BB&T	Credit Card Purchases-Cantu	-1,605.24
1979	Lloyd Gosselink Rochelle & Townsend, P.C.	Legal Fees	-31,306.25
Total 11110 · Cash in Bank			-542,799.93
<b>TOTAL</b>			<b>-542,799.93</b>

# West Travis County PUA - GOF

## Cash Flow -Managers Account

As of July 20, 2017

Num	Name	Memo	Amount
<b>11118 • Managers</b>			
ACH	Fleetcor	Fuel Expense	-3,838.13
ACH	Fleetcor	Fuel Expense	-4,414.88
ACH	Dell Business Credit	Supplies	-6,452.28
14863	Elliott Electric Supply, Inc	VOID: Maintenance & Repair	0.00
15002	AT&T Wireless	Wireless Expense	-2,121.97
15003	Travis Central Appraisal District	Travis County GIS Shapefiles	-25.00
15020	City of Austin	Utility Expense	-233.06
15021	Rain For Rent	Maintenance & Repair	-1,278.90
15022	ACT Pipe and Supply, Inc	Maintenace & Repair	-89.38
15023	Office Depot	Supplies	-19.00
15024	D.A.D.'s Lawn Services, LLC	Lawn Service	-2,735.00
15025	Brenntag Southwest Corp.	Chemicals - WP	-13,097.90
15026	Republic Services Inc.	Garbage Expense	-495.90
15027	City of Austin	Utility Expense	-18,330.99
15028	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15029	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15030	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15031	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15032	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15033	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15034	Travis Cnty Tax Assessor- Col	Vehicle Registration	-7.50
15035	Ace Roofing Company	.60 Mil TPO roofing system	-35,061.00
15036	AT&T Mobility-CC	Cellular Network- SCADA System	-5,280.31
15037	City of Austin	Utility Expense	-78,402.75
15038	Pedernales Electric Cooperative, Inc.	Utility Expense	-7,823.11
15039	Time Warner Cable	Internet/Telephone Service	-781.35
15040	Texas Community Propane, Ltd	Gas Expense	-21.85
15041	Kodi Sawin	Public Affairs/Communications	-312.50
15042	Hays County Clerk	Escrow Account	-100.00
15043	Travis County Clerk	Escrow Account	-124.00
15044	ACT Pipe and Supply, Inc	Maintenace & Repair	-735.93
15045	Aerrotek Enviromental	Maintenace & Repair	-2,323.60
15046	AVR Inc.	Monthly Utily Billing	-6,332.58
15047	Capital Courier	Courier Services	-100.71
15048	Contractors Asphalt ,LP	Maintenance & Repair	-2,750.00
15049	Crocker Crane Rental LP	Equipment Rental	-660.00
15050	D.A.D.'s Lawn Services, LLC	Lawn Service	-575.00
15051	Grainger	Maintenance & Repair	-736.16
15052	Guardian Industrial Supply LLC	Maintenance & Repair	-1,100.00
15053	Hach Company Corp	Maintenance & Repair	-13,139.64
15054	Hamilton Electric Works, Inc.	Maintenance & Repair	-10,606.55
15055	HD Supply Waterworks	Maintenance & Repair	-745.25
15056	Hohmann's Automotive, Inc	Repair & Maintenance	-850.31
15057	HydroPro Solutions, LLC	Maintenance & Repair	-6,107.38
15058	Post Net	Postage	-156.50
15059	Pump Mechanical Technical Services LLC	Preventative Maintenance Services	-5,020.94
15060	Pump Solutions,Inc	Maintenance & Repair	-893.00
15061	Rent Equip	Maintenance & Repair	-335.00
15062	Sparkletts & Sierra Springs	Bottled Water	-29.16
15063	Sparkletts & Sierra Springs	Bottled Water	-148.26

# West Travis County PUA - GOF

## Cash Flow -Managers Account

As of July 20, 2017

Num	Name	Memo	Amount
15064	Sparkletts & Sierra Springs	Bottled Water	-15.16
15065	United Rentals, Inc.	Maintenance & Repair	-239.06
15066	USA BlueBook LLC- P	Maintenance & Repair	-1,510.57
15067	Brenntag Southwest Corp.	Chemicals	-4,862.38
15068	Texas Excavation Safety System, Inc	Message Fess - April 2017	-488.30
15069	USIC Locating Services, LLC	Maintenance & Repair	-2,397.00
15070	Wastewater Transport Services, LLC	Sludge Disposal	-96,470.00
15071	Skip Reissig	Refund Check- Tape Fees & Minimu...	-7,449.48
15072	Time Warner Cable	Internet Service	-239.99
15073	Elliott Electric Supply, Inc	Re-issue of Check 145863	-495.64
15074	ABC Home Commercial Services	Pest Control	-350.00
15075	Time Warner Cable	Internet Service	-102.43
15076	Time Warner Cable	Internet Service	-419.57
15077	Aleks Szymanski	Customer Deposit Refund	-19.16
15078	Amir & Masomeh Foshat	Customer Deposit Refund	-83.73
15079	Amplify Credit Union	Customer Deposit Refund	-35.91
15080	Amy Teel	Customer Deposit Refund	-54.00
15081	Anderson Jenkins Signature Homes	Customer Deposit Refund	-221.22
15082	Andrew Wakefield	Customer Deposit Refund	-23.96
15083	Angela Akins	Customer Deposit Refund	-80.49
15084	Angela Mussillo	Customer Deposit Refund	-220.35
15085	Ashton Woods Homes	Customer Deposit Refund	-175.27
15086	Brian Jean-Mary	Customer Deposit Refund	-213.05
15087	Brittany Deveraux	Customer Deposit Refund	-20.66
15088	Carl K Harris	Customer Deposit Refund	-12.08
15089	Catrina Fisher	Customer Deposit Refund	-25.54
15090	Century Communities	Customer Deposit Refund	-96.51
15091	Chris & Melanie Finke	Customer Deposit Refund	-83.73
15092	Christina Ferguson	Customer Deposit Refund	-98.59
15093	Cory / Mary Oakes	Customer Deposit Refund	-81.72
15094	Diane Davidson	Customer Deposit Refund	-175.32
15095	Drees Custom Homes	Customer Deposit Refund	-147.94
15096	Dustin Krieger / Brandy Fries	Customer Deposit Refund	-67.31
15097	Elvira Johns	Customer Deposit Refund	-96.93
15098	Emerald Crest Development LLC	Customer Deposit Refund	-88.00
15099	Engen Contracting, Inc	Customer Deposit Refund	-1,910.69
15100	Erich Montgomery	Customer Deposit Refund	-41.35
15101	Erickson and Associates	Customer Deposit Refund	-36.44
15102	Frances Oliver	Customer Deposit Refund	-15.25
15103	Harmony Real Estate Group	Customer Deposit Refund	-95.51
15104	Heath Stafford	Customer Deposit Refund	-22.75
15105	Henry & Eileen Jones	Customer Deposit Refund	-6.46
15106	Jennifer Hebert	Customer Deposit Refund	-122.31
15107	Jennifer McDougall	Customer Deposit Refund	-206.40
15108	JGB Custom Homes	Customer Deposit Refund	-47.53
15109	Judy Amonett	Customer Deposit Refund	-45.18
15110	Justin & Emily Fox	Customer Deposit Refund	-146.93
15111	Karen & William Ferrell	Customer Deposit Refund	-35.76
15112	Laura & Peter Cross	Customer Deposit Refund	-133.16
15113	Lennar Homes	Customer Deposit Refund	-57.75
15114	Lennar Homes of Texas	Customer Deposit Refund	-19.41

# West Travis County PUA - GOF

## Cash Flow -Managers Account

As of July 20, 2017

Num	Name	Memo	Amount
15115	Linda E Harrison	Customer Deposit Refund	-78.91
15116	Mark & Marsha Swartz	Customer Deposit Refund	-62.04
15117	Meredith Troberman	Customer Deposit Refund	-2.14
15118	MHI	Customer Deposit Refund	-502.31
15119	Olivia Saucedo	Customer Deposit Refund	-12.99
15120	Palisades Developers	Customer Deposit Refund	-93.50
15121	Paul Jowell	Customer Deposit Refund	-10.19
15122	Ranger Ecavating LP	Customer Deposit Refund	-1,681.81
15123	Robert Hardy	Customer Deposit Refund	-30.37
15124	Robert Hucik	Customer Deposit Refund	-41.62
15125	Robin P Benoit	Customer Deposit Refund	-33.31
15126	Rudy Magna	Customer Deposit Refund	-39.08
15127	Ryland Homes	Customer Deposit Refund	-76.83
15128	Ryland Homes.	Customer Deposit Refund	-95.79
15129	Santhosh Seetharaman	Customer Deposit Refund	-37.77
15130	Sara & Michael Chorazak	Customer Deposit Refund	-34.95
15131	Summer & Brandon Baker	Customer Deposit Refund	-125.31
15132	Taylor Morrison of Texas, Inc	Customer Deposit Refund	-181.03
15133	Tessa Lievens	Customer Deposit Refund	-1.24
15134	Thomas Kolby / Jon Lollar	Customer Deposit Refund	-1,120.17
15135	Timothy & Maria Jugmans	Customer Deposit Refund	-74.78
15136	Trepex Construction, LLC.	Customer Deposit Refund	-256.82
15137	Water Boy	Customer Deposit Refund	-1,052.09
15138	Zafar Ahmad	Customer Deposit Refund	-32.86
15139	Vintage Estate Homes	Customer Deposit Refund	-2,079.49
15140	William Mitchell	Customer Deposit Refund	-3,580.18
15141	ACT Pipe and Supply, Inc	Repair & Maintenance	-2,264.04
15142	Aqua-Tech Laboratories, Inc	Pre-Treatment Lab Fees	-17,595.17
15143	AT&T	Telephone Expense-Consolidated Bill	-1,960.43
15144	Brenntag Southwest Corp.	Chemicals - WP	-5,726.00
15145	Coachworks Car Wash	Vehicle Maintenance	-355.99
15146	Department of Information Resources	Internet Service- Raw Water Lift Stati...	-167.78
15147	Elliott Electric Supply, Inc	Maintenance & Repair	-138.24
15148	Environmental Improvements, Inc.	Maintenance & Repair	-591.33
15149	Guardian Industrial Supply LLC	Maintenance & Repair	-2,067.30
15150	Hamilton Electric Works, Inc.	Maintenance & Repair	-14,382.87
15151	Holt Cat LP	Vehicle Maintenance	-172.06
15152	HR Matters	HR Matters	-1,375.00
15153	Ice Works Partnership	Rental Fee	-137.50
15154	Neltronics Partnership	Maintenance & Repair	-1,000.00
15155	Office Depot	Supplies	-36.00
15156	Texas Commission on Environmental Quality	Class D Water and Wastewater Licens...	-110.00
15157	United Site Services of Texas, Inc.	Restroom Rental	-84.68
15159	Wastewater Transport Services, LLC	Sludge Disposal	-3,070.00
15160	Brenntag Southwest Corp.	Chemicals	-1,170.23
15161	City of Austin	Utility Expense	-223.64
15162	City of Austin	Utility Expense	-143.02
15163	City of Austin	Utility Expense	-13,725.99
15164	City of Austin	Utility Expense	-82.92
15165	City of Austin	Utility Expense	-144.78
15166	The Austin Diagnostic Clinic	Employee Vaccinations	-6,680.00

**West Travis County PUA - GOF**  
**Cash Flow -Managers Account**

As of July 20, 2017

<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
15167	ACT Pipe and Supply, Inc	Maintenace & Repair	-1,958.43
15168	Aerotek Enviromental	Z. Derner- Salary	-947.20
15169	Aqua-Tech Laboratories, Inc	Lab Fees	-1,880.00
15170	AVR Inc.	Monthly Utility Billing- Delinquents	-397.32
15171	Peacock Systems	Computer Maintenance	-8,969.00
15172	USA BlueBook LLC- P	Materials & Supplies	-637.77
15173	Odessa Pumps & Equipment Inc,	Maintenace & Repair	-574.00
15174	Stratus Building Solutions of Austin	Janitorial Services	-175.00
15175	TML Governmental Employee Benefits Pool	Employee Benefits	-25,767.52
15176	Austin Engineering Co. Inc.	Spillman Pond Liner- Pay app #10	-13,157.50
Total 11118 · Managers			-493,747.95
<b>TOTAL</b>			<b>-493,747.95</b>

# West Travis County PUA - GOF

## Cash Flow -Payroll Account

As of July 20, 2017

Num	Name	Memo	Amount
<b>11117 · Payroll</b>			
ACH	Security Benefits	457 Employee Contribution	-1,546.63
ACH	United States Treasury	Payroll Liability Payment-5/15/2017-5/28/2017	-18,209.02
ACH	Texas County DRS	TCDRS Payment-April	-26,903.41
ACH	ExperPay	Expert Pay- Child Support	-207.64
ACH	United States Treasury	Payroll Liability Payment-5/29/2017-6/11/2017	-18,556.46
ACH	Security Benefits	457 Employee Contribution	-1,354.96
ACH	ExperPay	Expert Pay- Child Support	-207.64
ACH	Child Support Systems	Child Support Remittance	-500.76
PAYROLL	Employee Payroll	Payroll -5/29/2017-6/11/2017	-51,666.27
ACH	Child Support Systems	Child Support Remittance	-535.38
PAYROLL	Employee Payroll	Payroll -6/12/2017-6/25/2017	-51,015.05
PAYROLL	United States Treasury	Payroll Liability Payment-6/12/2017-6/25/2017	-18,208.74
ACH	Texas County DRS	TCDRS Payment-June	-23,561.21
Total 11117 · Payroll			-212,473.17
<b>TOTAL</b>			<b><u>-212,473.17</u></b>

**West Travis County PUA - CPF**  
**Cash Flow Report- Checking**  
**As of July 20, 2017**

Num	Name	Memo	Amount
<b>21200 · Cash in Bank</b>			
1253	Taylor Morrison of Texas, Inc.	Sawyer Ranch Road - Phase I, II, III & Pipeline	-197,076.00
1254	Murfee Engineering Co., Inc.	Engineering Fees	-14,863.75
1255	G. Creek, Inc	SR 2013-Crystal Mountain EST Service Area Control Valve- P...	-9,384.29
1256	Phoenix Fabricators & Erectors, ...	SR 2013 SH 71 1280 Elevated Storage Tank - Pay App 15	-44,095.43
1257	Murfee Engineering Co., Inc.	SR 2013 Engineering Fees	-12,823.52
1258	Murfee Engineering Co., Inc.	SR 2015 Engineering Fees	-12,828.94
Total 21200 · Cash in Bank			-291,071.93
<b>TOTAL</b>			<b>-291,071.93</b>

**West Travis County PUA - Impact**  
**Cash Flow Report-Checking**

As of July 20, 2017

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Num	Name	Memo	Amount
71200 · Cash in Bank			
1204	Murfee Engineering	Raw Water Transmission Main No. 2	-5,700.00
Total 71200 · Cash in Bank			-5,700.00
TOTAL			-5,700.00

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**West Travis County PUA - Facilities**  
**Cash Flow Report- Checking**  
**As of July 20, 2017**

<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
<b>41100 · Cash in Bank</b>			
1213	The Wallace Group, Inc	Spillman Pond Liner Replacement	-17,715.00
1214	Austin Engineering Co., Inc.	Spillman Pond Liner- Pay App 10	-13,157.50
1215	Murfee Engineering Company	Engineering Fees	-50,161.30
1216	Austin Engineering Co., Inc.	Bohl's- CCNG Gravity Effluent Line- Pay App 1	-83,973.05
1217	Lloyd Gosselink Rochelle & Townsen...	TLAP Permit	-409.30
Total 41100 · Cash in Bank			-165,416.15
<b>TOTAL</b>			<b>-165,416.15</b>

## **ITEM C**



## Murfee Engineering Company

June 28, 2017

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

**Re: WTCPUA SH71 1280 Elevated Storage Tank CIP Project  
Contractor's Application for Payment No. 15**

President Roberts:

Enclosed is Application for Payment No. 15 from Phoenix Fabricators & Erectors, Inc. for the period ending June 27<sup>th</sup>, 2017. We have reviewed this application for payment, conducted site inspections, reviewed testing reports, concur with the items and quantities, and recommend approval and payment in the amount of forty-four thousand, ninety-five dollars and forty-three cents (\$44,095.43). This application for payment is broken down as follows:

Original Contract Price:	\$2,700,346.00
Change Order No. 1 Price:	\$33,816.25
Current Contract Price:	\$2,734,162.25
Total Completed and Stored to Date:	\$2,733,821.10
Retainage (5%):	\$136,691.06
Previous Payments:	\$2,553,034.61
<b>Amount Due this Application:</b>	<b>\$44,095.43</b>
Balance to Finish, Plus Retainage:	\$137,032.21

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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Lozano', is written over a circular stamp or seal.

Dennis Lozano, P.E.  
Project Manager

cc: Curtis Wilson, P.E. – WTCPUA  
George Murfee, P.E. – MEC  
MEC File No. 11051.78C

# Contractor's Application For Payment No. FIFTEEN

Application Period: 5/31/17 to 6/27/17		Application Date: June 27, 2017	
To (Owner): West Travis County Public Utility Agency 12117 Bee Cave Road, Suite 120 Bee Cave, TX 78738		Via (Engineer) Murfee Engineering Co., Inc. 1101 Capital of Texas HWY South Austin, TX 78746	
Project: IMM Gallon Composite Elevated Water Storage Tank		Engineer's Project No.: 11051.78B	
Owner's Contract No.: SH71 1280 Elevated Storage Tank			

## Application for Payment

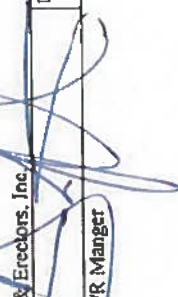
### Change Order Summary

Approved Change Orders		Deductions	
Number	Additions		
1	33,816.25		
2			
3			
4			
5			
6			
7			
8			
9			
TOTALS		33,816.25	0.00
NET CHANGE BY		33,816.25	
CHANGE ORDERS			

ORIGINAL CONTRACT PRICE	\$	2,700,346.00
Net change by Change Order	\$	33,816.25
CURRENT CONTRACT PRICE (Line 1 ± 2)	\$	2,734,162.25
TOTAL COMPLETED AND STORED TO DATE		
(Column F on Progress Estimate)	\$	2,733,821.10
RETAINAGE:		
a. $\$ \% \times \$$	2,733,821.10	Work Completed
	\$	136,691.06
AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	2,597,130.04
LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	2,553,034.61
AMOUNT DUE THIS APPLICATION	\$	44,095.43
BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	137,032.21

## 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); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Phoenix Fabricators & Erectors, Inc.		Date: 06/27/17
By: 		
Tamara J. Schubb, A/R Manager		

is recommended by:

  
(Construction Inspector)

is recommended by:

  
(Engineer)

6-28-17  
(Date)

is approved by:

(Date)

(Owner)

# Contractor's Application

## Lump Sum Progress Estimate

For (contract):		1MM Gallon Composite Elevated Water Storage Tank West Travis County Public Utility Agency			Application Number: FIFTEEN						
Application Period:		5/31/17 to 6/27/17			Application Date: 6/27/17						
Specification Section No.	Description	A		B	C		D	E	F	% (F) B	G
		Item			Scheduled Value	From Previous Application (C +					
E1	LOC Restoration 7996 SY @ .50			3,998.00	\$3,398.00	\$400.00			\$3,798.00	95%	\$200.00
E2	Silt Fence 941' @ 3.00			2,823.00	\$2,681.85				\$2,681.85	95%	\$141.15
E3	Stabilized Construction Entrance			1,000.00	\$1,000.00				\$1,000.00	100%	\$0.00
E4	Rock Berm 70' @ 20.00			1,400.00	\$1,400.00				\$1,400.00	100%	\$0.00
W1	Engineering/Bonds/Insurance			135,000.00	\$135,000.00				\$135,000.00	100%	\$0.00
	Foundation			235,000.00	\$235,000.00				\$235,000.00	100%	\$0.00
	Concrete Shaft			680,000.00	\$680,000.00				\$680,000.00	100%	\$0.00
	Tank Fabrication/Delivery			462,000.00	\$462,000.00				\$462,000.00	100%	\$0.00
	Tank Erection			250,000.00	\$250,000.00				\$250,000.00	100%	\$0.00
	Tank Painting			175,000.00	\$175,000.00				\$175,000.00	100%	\$0.00
W2	16" Water Line 640' @ 200.00			128,000.00	\$128,000.00				\$128,000.00	100%	\$0.00
W3	12" Solenoid Control Valve			40,000.00	\$40,000.00				\$40,000.00	100%	\$0.00
W4	2-Way Master Meter			23,000.00	\$23,000.00				\$23,000.00	100%	\$0.00
W5	Drain Valve/Fire Hydrant			12,000.00	\$12,000.00				\$12,000.00	100%	\$0.00
W6	Chemical Fee Infrastructure			\$20,000.00	\$20,000.00				\$20,000.00	100%	\$0.00
W7	20" Tie-In			\$32,000.00	\$32,000.00				\$32,000.00	100%	\$0.00
W8	Demolition-Old Pump Station/Piping			\$5,000.00	\$5,000.00	\$11,200.00			\$5,000.00	100%	\$0.00
W9	Demolition-Pneumatic Tank/Piping			\$14,000.00	\$2,800.00				\$14,000.00	100%	\$0.00
W10	Tree Removal			\$5,000.00	\$5,000.00				\$5,000.00	100%	\$0.00
W11	Tree Protection			\$2,000.00	\$2,000.00				\$2,000.00	100%	\$0.00
Totals				\$2,227,221.00	\$2,215,279.85	\$11,600.00		\$0.00	\$2,226,879.85	100%	\$341.15

# Lump Sum Progress Estimate

# Contractor's Application

For (contract):		1MM Gallon Composite Elevated Water Storage Tank		Application Number:		FIFTEEN	
Application Period:		West Travis County Public Utility Agency		Application Date:		6/27/17	
Specification Section No.		A Item Description		B Scheduled Value		C From Previous Application (C + D)	
						D This Period	
						E Materials Presently Stored (not in C or D)	
						F Total Completed and Stored to Date (C + D + E)	
						G Balance to Finish (B - F)	
S1		Gravel Drive 792SY @ 20.00		\$15,840.00		\$15,840.00	\$0.00
S2		Security Fence 1071' @ 32.00		\$34,272.00		\$34,272.00	\$0.00
S3		Grading-Quality Control 4453' @ 1.00		\$4,453.00		\$4,453.00	\$0.00
EL1		Electrical Work		\$319,000.00		\$320,000.00	\$0.00
O1		Off-Site 12" Solenoid Control Valve		\$35,000.00	\$1,000.00	\$35,000.00	\$0.00
TS1		Trench Safety 640' @ 4.00		\$2,560.00		\$2,560.00	\$0.00
AL1		16" Westfall Static Mixer		\$20,000.00		\$20,000.00	\$0.00
AL2		Guardian Safety Station		\$5,000.00		\$5,000.00	\$0.00
AL3		In-Tank Hydrodynamic Mixer		\$36,000.00		\$36,000.00	\$0.00
CO1		Change Order #1		\$33,816.25		\$33,816.25	\$0.00
		Sub - Total		\$506,941.25		\$506,941.25	\$0.00
		Totals		\$2,734,162.25	\$46,416.25	\$2,733,821.10	\$341.15

# Contractor's Application

## Stored Material Summary

For (contract):			1MM Gallon Composite Elevated Water Storage Tank			Application Number:		FIFTEEN										
Application Period:			West Travis County Public Utility Agency			Application Date:												
5/31/17 to 6/27/17			6/27/17															
A			B		C		D		E		F		G					
Invoice No.			Shop Drawing Transmittal No.		Materials Description		Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$)					
							Date (Month/Year)		Amount (\$)		Subtotal		Date (Month/Year)		Amount (\$)		(D + E - F)	
2					2- 12" solenoid control valve				\$25,000.00				Feb-17		\$25,000.00		\$0.00	
4					16" Westfall Mixer				\$8,849.00				Aug-16		\$8,849.00		\$0.00	
4					Concrete Mixer Vault				\$3,830.00				Aug-16		\$3,830.00		\$0.00	
6					Precast Valve Vault				\$5,753.00				Nov-16		\$5,753.00		\$0.00	

## CONTRACTOR'S AFFIDAVIT OF BILLS PAID

I hereby certify that the work performed and the material supplied to date, as shown on Pay Estimate No. 15 represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and West Travis County Public Utility Agency relating to the:  
SH71 1280 Elevated Storage Tank Project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the West Travis County Public Utility Agency to (1) all my subcontractors, and (2) for all materials and labor used in or in connection with the performance of the Contract. I further certify that I have complied with Federal, State and Local tax laws, Workers Compensation laws, Social Security laws and Unemployment compensation laws insofar as applicable to the performance of this Contract.

State of: Indiana  
County of: Hendricks

Contractor: Phoenix Fabricators & Erectors, Inc.

Name Jeffery A. Short  
Title President

  
Signature

Subscribe and sworn before me this 27th day of June, 2017.

  
Notary Public

My Commission Expires: 8/26/22





## PARTIAL WAIVER OF LIEN

Contractor: Phoenix Fabricators & Erectors, Inc.  
182 S. County Road 900 East  
Avon, IN 46123

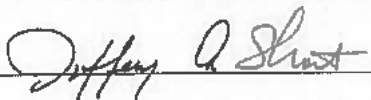
Owner: West Travis County Public Utility Agency  
12117 Bee Cave Road, Suite 120  
Bee Cave, TX 78738

Project: 1MM Gallon Composite Elevated Water Storage Tank  
SH71 1280 Elevated Storage Tank  
11051.78B  
PFE# 3532

The undersigned Contractor warrants it has been paid to date for all labor, services, equipment, and materials furnished for the above referenced project, through the period ending 5/30/17. The undersigned hereby waives and releases any right to Mechanic's Lien, any state or federal statutory bond rights, any private bond rights, any claim for payment or payment rights for persons in the undersigned position.

The undersigned warrants that it has paid in full all laborers, subcontractors, material men and suppliers for all work, equipment, materials, and services provided to the referenced project through the period ending 5/30/17.

Phoenix Fabricators & Erectors, Inc.

By: 

Title: President

Date: 6-27-17

### WAIVER OF LIEN

Contractor: Phoenix Fabricators & Erectors, Inc.  
182 S. County Road 900 East  
Avon, IN 46123

Subcontractor: Keystone Construction, Inc.  
P.O. Box 90398  
Austin, TX 78709

Owner: West Travis County Public Utility Agency  
12117 Bee Cave Road, Suite 120  
Bee Cave, TX 78738

Project: IMM Gallon Composite Elevated Water Storage Tank  
SH71 1280 Elevated Storage Tank  
11051.78B  
PFE# 3532

The undersigned Subcontractor warrants it has been paid to date for all labor, services, equipment, and materials furnished for the above referenced project, through the period ending 5/30/17. The undersigned hereby waives and releases any right to Mechanic's Lien, any state or federal statutory bond rights, any private bond rights, any claim for payment or payment rights for persons in the undersigned position.

The undersigned warrants that it has paid in full all laborers, subcontractors, material men and suppliers for all work, equipment, materials, and services provided to the referenced project through the period ending 5/30/17.

Keystone Construction, Inc.

By: Don Hart

Title: V. Pres

Date: 6/28/17

MEC RECORD

WTCPUA  
WTCPUA SH71 1280 EST

CONTRACTOR PAYMENT SUMMARY

**Application for Payment No. 12**

Original Contract Price:		\$2,700,346.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$2,700,346.00
Total Completed and Stored to Date:		\$2,650,824.55
Retainage		
5% Work Completed (D+E):	\$2,650,824.55	\$132,541.23
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$132,541.23
Amount Eligible to Date:		\$2,518,283.32
Less Previous Payments:		\$2,308,491.97
Amount Due this Application:		\$209,791.35
Balance to Finish, Plus Retainage:		\$182,062.68

**Application for Payment No. 13**

Original Contract Price:		\$2,700,346.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$2,700,346.00
Total Completed and Stored to Date:		\$2,673,089.90
Retainage		
5% Work Completed (D+E):	\$2,673,089.90	\$133,654.50
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$133,654.50
Amount Eligible to Date:		\$2,539,435.41
Less Previous Payments:		\$2,518,283.32
Amount Due this Application:		\$21,152.08
Balance to Finish, Plus Retainage:		\$160,910.60

**Application for Payment No. 14**

Original Contract Price:		\$2,700,346.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$2,700,346.00
Total Completed and Stored to Date:		\$2,687,404.85
Retainage		
5% Work Completed (D+E):	\$2,687,404.85	\$134,370.24
5% Stored Material (F):		\$0.00
Total Retainage::		\$134,370.24
Amount Eligible to Date:		\$2,553,034.61
Less Previous Payments:		\$2,539,435.41
Amount Due this Application:		\$13,599.20
Balance to Finish, Plus Retainage:		\$147,311.39

**Application for Payment No. 15**

Original Contract Price:		\$2,700,346.00
Net Change by Change Orders:		\$33,816.25
Current Contract Price:		\$2,734,162.25
Total Completed and Stored to Date:		\$2,733,821.10
Retainage		
5% Work Completed (D+E):	\$2,733,821.10	\$136,691.06
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$136,691.06
Amount Eligible to Date:		\$2,597,130.05
Less Previous Payments:		\$2,553,034.61
Amount Due this Application:		\$44,095.44
Balance to Finish, Plus Retainage:		\$137,032.21





## Murfee Engineering Company

June 26<sup>th</sup>, 2017

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

**Re: WTCPUA Crystal Mountain EST Service Area Control Valve  
Contractor's Application for Payment No. 2**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 2 from G. Creek Inc. for the period ending June 30<sup>th</sup>, 2017. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of nine thousand, three hundred eighty-four dollars and twenty-nine cents (\$9,384.29). This application for payment is broken down as follows:

Original Contract Price:	\$89,332.00
Change Order No. 1 Price:	\$945.00
Total Completed and Stored to Date:	\$90,277.00
Retainage (5%):	\$4,513.85
Previous Payments:	\$76,378.86
<b>Amount Due this Application:</b>	<b>\$9,384.29</b>
Balance to Finish, Plus Retainage:	\$4,513.85

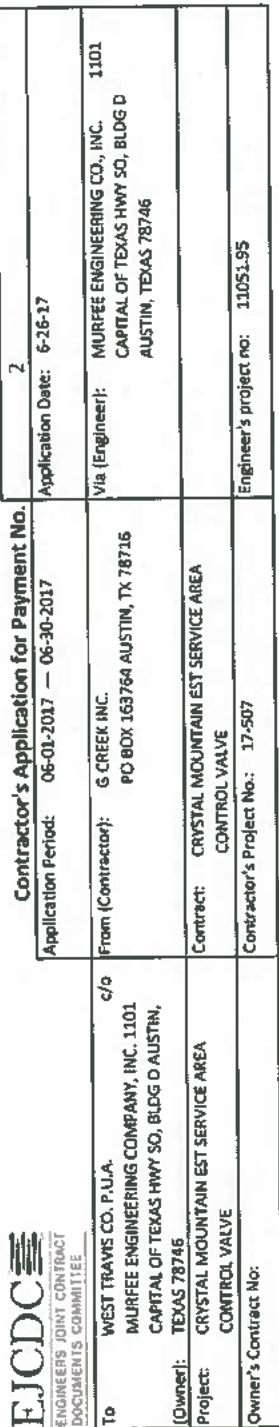
If you have any questions, please do not hesitate to contact me.

Sincerely,




Felhard Meneses, P.E.  
Project Manager

cc: Don Rauschuber, P.E. – WTCPUA  
Curtis Wilson, P.E. – WTCPUA  
George Murfee, P.E. – MEC  
MEC File No. 11051.95



Approved Change Orders			Change Order Summary		
Number	Additions	Deductions			
1.	\$	945.00			1. Original Contract Price \$89,532.00
					2. Net change by Change Orders \$945.00
					3. Current Contract Price (Line 1 ± 2) \$90,277.00
					4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates) \$90,277.00
					5. RETAINAGE
				a. X 5% Work Completed \$4,513.85	
				b. X 5% Stored Material \$0.00	
				c. Total Retainage (Line 5.a + Line 5.b)	
					\$85,763.15
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$76,378.86
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$9,284.29
				8. AMOUNT DUE THIS APPLICATION	
				9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	\$4,513.85
Totals	\$	945.00			
Net Change by Change Orders	\$	945.00			

Contractor's Certification	
<p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(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 the Work covered by prior Applications for Payment;</p> <p>(2) Title to 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); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
Contractor Signature 	Date: 6-26-17
Is recommended by: _____ (Inspector) _____ (Date)	
Is recommended by: _____ (Engineer) 6/28/17 (Date)	
Approved by: _____ (Owner) _____ (Date)	

**G. CREEK INC.**

Application # 2  
Application Date Period From: 06/01/17  
Application Date Period To: 06/30/17

Job Name:  
WTC Public Utility Agency  
Control Valve

Project Numbers:  
G. Creek project # 17-507

Engineer:  
Murfee Engineering

Total Installed to Date: \$90,277.00  
5% Total Retainage Withheld: \$4,513.85  
Total Due to Date: \$85,763.15  
Previously Paid: \$76,378.86  
Due this Estimate: \$9,384.29

Contractor:  
G. Creek Inc.  
PO Box 163764  
Austin, Tx. 78716  
Owner:  
West Travis County Public Agency  
12117 Bee Cave Rd Bldg. 3, SUITE 120  
Bee Cave, TX 78738

A	B			C	D	E		P	G		H
					Work Completed			Unit	Completed and		
			Units	Quantities	Quantities In Place	Quantities In Place		Cost	Stored	%	
Item	Description of Work			Bid					To Date	(G/C)	retainage
E-1	LOC Restoration, complete and in place, per square yard	sq	357.00	134.70	222.30			4.00	\$ 1,428.00	100%	\$ 71.40
E-2	Silt Fence, complete and in place, per linear foot	lf	94.00	40.00	54.00			6.00	\$ 564.00	100%	\$ 28.20
E-3	Tree Protection, complete and in place, per linear foot	lf	25.00	15.00	10.00			12.00	\$ 308.00	100%	\$ 15.00
E-4	Temporary Fence, complete and in place, per linear foot	lf	190.00	190.00	0.00			6.00	\$ 1,140.00	100%	\$ 57.00
W-1	Demolition and cast-in-place Top Section of Vault, complete and in place, per lump sum	ls	1.00	1.00	0.00			4,000.00	\$ 4,000.00	100%	\$ 200.00
W-2	Removal and disposal of box meter, couplings, and strainer inside existing vault, complete, per lump sum	ls	1.00	1.00	0.00			2,500.00	\$ 2,500.00	100%	\$ 125.00
W-3	16" winger pressure reducing, solenoid control valve with SPI-MV flow metering feature model S106-PR-RE-SC, complete and in place, per lump sum	ls	1.00	0.80	0.20			38,000.00	\$ 38,000.00	100%	\$ 1,900.00
EL-1	Electrical Work, complete and in place, per lump sum	ls	1.00	1.00	0.00			41,400.00	\$ 41,400.00	100%	\$ 2,070.00
1	Approved Change Orders							\$ 945.00	\$ 945.00	100%	\$ 47.25
1	Calibration of Flow Meter							\$ 945.00	\$ 945.00	100%	\$ 47.25
Grand Totals									\$ 90,277.00	100%	\$ 4,513.85

approved original contract amount \$89,332.00  
approved contract amount with Change Orders \$90,277.00

6-26-17

Date

Ruth Pein  
G. Creek Construction

Date

Owner

Date

Engineer

## Conditional Waiver and Release

Project Name: West Travis County Public Agency

Project Address: 12117 Bee Caves Rd Bldg, Suite 120, Bee Caves, TX 78738

UPON RECEIPT by the undersigned of the check to G Creek Inc (the Vendor), and when the check in the amount of \$ 9384.29 has been properly endorsed and has been paid by the bank upon which it is drawn. This document shall become effective to release any and all liens or claims of or right to lien. Under the statutes of the State of Texas, relating to mechanic's lien, with respect to and on said above described premises. This release covers a progress payment for labor, services, equipment or materials furnished through 6/30/17 only and does not cover retention or items furnished after that date.

Signed this 26<sup>th</sup> day of June, 2017.

Company: G Creek, Inc  
By: [Signature]  
Name: Matt Haralson  
Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME, this 26<sup>th</sup> day of June, 2017.

(AFFIX SEAL)



Meredith Haralson  
Notary Public, State of TX  
Residing in Travis  
My Commission expires on 8/24/20



## Unconditional Waiver & Release

The undersigned has been paid and has received a progress payment in the sum of \$ 76,378.86 for labor, services, equipment or material furnished to G Creek Inc on the job of West Travis County Public Agency and does hereby release any mechanic's liens, stop notice or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished through 5/31/17 only and does not cover retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Signed this 26<sup>th</sup> day of June 2017

Company: G Creek, Inc  
By: [Signature]  
Title: VP

SUBSCRIBED AND SWORN TO BEFORE ME, this 26<sup>th</sup> day of June 2017.

(AFFIX SEAL)



[Signature: Meredith Haralson]  
Notary Public, State of TX  
My Commission Expires On: 8/24/20

MEC RECORD

WTCPUA  
CRYSTAL MOUNTAIN EST SERVICE AREA CONTROL VALVE

CONTRACTOR PAYMENT SUMMARY

Application for Payment No. 1

Original Contract Price:		\$89,332.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$89,332.00
Total Completed and Stored to Date:		\$80,398.80
Retainage		
5% Work Completed (D+E):	\$80,398.80	\$4,019.94
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$4,019.94
Amount Eligible to Date:		\$76,378.86
Less Previous Payments:		\$0.00
Amount Due this Application:		\$76,378.86
Balance to Finish, Plus Retainage:		\$12,953.14

Application for Payment No. 2

Original Contract Price:		\$89,332.00
Net Change by Change Orders:		\$945.00
Current Contract Price:		\$90,277.00
Total Completed and Stored to Date:		\$90,277.00
Retainage		
5% Work Completed (D+E):	\$90,277.00	\$4,513.85
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$4,513.85
Amount Eligible to Date:		\$85,763.15
Less Previous Payments:		\$76,378.86
Amount Due this Application:		\$9,384.29
Balance to Finish, Plus Retainage:		\$4,513.85





## Murfee Engineering Company

June 26<sup>th</sup>, 2017

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

**Re: WTCPUA Bohls-CCNG Gravity Effluent Line  
Contractor's Application for Payment No. 1**


President Roberts:

Enclosed is Application for Payment No. 1 from Austin Engineering Co., Inc. for the period ending June 30<sup>th</sup>, 2017. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of eighty-three thousand, nine hundred seventy-three dollars and five cents (\$83,973.05). This application for payment is broken down as follows:

Original Contract Price:	\$113,537.59
Total Completed and Stored to Date:	\$88,392.69
Retainage (5%):	\$4,419.63
<b>Amount Due this Application:</b>	<b>\$83,973.05</b>
Balance to Finish, Plus Retainage:	\$29,564.54

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

Sincerely,



Elhard Meneses, P.E.  
Project Manager

cc: Robert Pugh – WTCPUA  
Curtis Wilson, P.E. – WTCPUA  
George Murfee, P.E. – MEC  
MEC File No. 11051.107



### Progress Estimate - Unit Price Work

EJCDC® C-620 Contractor's Application for Payment  
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Page 2 of 2

## ITEM D

## 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

Client: WTC Public Utility Agency  
12117 Bee Cave Road  
Building 3, Suite 120  
Bee Cave, Texas 78738  
rpugh@wtcpua.org  
WTCPUA Work Order No. \_\_\_\_\_

Date: July 12<sup>th</sup>, 2017 Project No.: 11051.113  
Project Name: Study to Interconnect SH71 & US290 Systems

**Scope/Intent and Extent of Services:** Engineering services provided shall be inclusive as necessary to research the existing systems, evaluate the interconnection alternatives, assess transmission capacities, provide unit cost analysis, and provide recommendations regarding the cost-benefit of the alternatives.

**Fee Arrangement:** Time and materials in accordance with the approved rate sheet with an estimated fee as follows:

Analysis and Exhibit Preparation	\$ 18,000
----------------------------------	-----------

The estimated fees do not include direct reimbursable expenses.

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

Offered By:  
Murfee Engineering Co.

Accepted By:  
WTC Public Utility Agency

By:  7.12.17  
Dennis Lozano, P.E. Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Printed Name/Title)



## **ITEM E**

**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(BURBA PROPERTY)**

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 Weekley Homes, LLC, a Delaware limited liability company (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and/or plans to develop approximately 102.62 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 Weekley Homes, LLC or its Assignees.
- (d) “Developer Deposit” shall mean the payment made by Developer as specified in Section 3.2 herein.

- (e) “Developer Facilities” shall mean those facilities to be constructed by Developer pursuant to this Agreement that are required to extend water service from the WTCPUA System to the Proposed Development as described on the attached **Exhibit B**.
- (f) “Effective Date” shall mean the date of the last signature to this Agreement.
- (g) “Impact Fees” shall mean those impact fees for water service collected by the WTCPUA and used to fund and reserve capacity in the WTCPUA’s central water facilities that are identified in the WTCPUA’s ten-year capital improvements plans as adopted and amended by the WTCPUA Board of Directors from time to time.
- (h) “LUE” or “Living Unit Equivalent” shall mean the measurement used in the WTCPUA Rules and Policies to determine the amount of water service usage per connection for its Retail Customers.
- (i) “Reservation Fee” shall mean an annual fee imposed pursuant to the WTCPUA’s Rules and Policies, as amended from time to time, to reserve water capacity in the WTCPUA System.
- (j) “Reservation Period” shall mean a four (4) year period commencing on the Effective Date of this Agreement.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters.
- (n) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping 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 reserves and agrees to provide up to seventy-five (75) 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 seventy-five (75) 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** **DEVELOPER FACILITIES**

**Section 3.1 Developer Facilities.** Developer shall construct the Developer Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

## **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 commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies governing the commencement of such service, including the payment of 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 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 each Lot within the Proposed Development. Developer shall pay water Impact Fees for a total of seventy-five (75) 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 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 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”.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to seventy-five (75) LUEs of water service has not been installed in accordance to WTCPUA Tariff provisions. 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 seventy-five(75) 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 seventy-five (75) 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  
12117 Bee Cave Rd  
Bldg 3 Ste 120  
Bee Cave TX 78738  
  
Email: generalmanager@wtcpua.org

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

Developer: Weekley Homes, LLC  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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, Directors

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

ATTEST:

\_\_\_\_\_  
Ray Whisenant, Secretary  
Board of Directors

**WEEKLEY HOMES, LLC**

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

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

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

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

DRAFT

**EXHIBIT A**

DRAFT

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



**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(HIGH ON AUSTIN PROJECT)**

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 Sandra Tranmer Collins (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 34.4780 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 Sandra Tranmer Collins 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 Effective Date of this Agreement.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters.
- (n) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping 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 reserves and agrees to provide up to fourteen (14) 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 fourteen (14) 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** **DEVELOPER FACILITIES**

**Section 3.1 Developer Facilities.** Developer shall construct the Developer Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

## **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 commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies governing the commencement of such service, including the payment of 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 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 fourteen (14) 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 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 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”.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to fourteen (14) LUEs of water service has not been installed in accordance to WTCPUA Tariff provisions. 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 fourteen (14) 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 fourteen (14) 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  
12117 Bee Cave Rd  
Bldg 3 Ste 120  
Bee Cave TX 78738  
  
Email: generalmanager@wtcpua.org

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

Developer: Sandra Tranmer Collins  
17220 Hamilton Pool Road,  
Austin Texas 78738  
Email: highonaustin1@gmail.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.

*[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

**SANDRA TRANMER COLLINS**

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

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

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

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

DRAFT

**EXHIBIT A**

DRAFT

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





**AGREEMENT FOR THE PROVISION OF NONSTANDARD  
RETAIL WATER SERVICE  
(JUNCTION ATHLETIC COMPLEX)**

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 Lucky 13 Holdings, LLC (“Developer”). Unless otherwise specified, the term “Parties” shall mean the WTCPUA and Developer, collectively.

WHEREAS, Developer currently owns and plans to develop approximately 69.21 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 Lucky 13 Holdings, LLC or their 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 Effective Date of this Agreement.
- (k) “Retail Customer” shall mean a person or entity applying for an individual retail water service connection located in the Proposed Development.
- (l) “WTCPUA” shall mean the West Travis County Public Utility Agency or its Assignees.
- (m) “WTCPUA Rules and Policies” shall mean the WTCPUA’s rules and policies adopted by its Board of Directors governing the provision of retail water service to Retail Customers and related matters.
- (n) “WTCPUA System” shall mean the WTCPUA’s existing water treatment and distribution facilities used by the WTCPUA to provide retail potable water service within its service area, including, but not limited to its raw water intake, water treatment plant, water storage tank and pumping 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 reserves and agrees to provide up to forty-two (42) 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 forty-two (42) 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** **DEVELOPER FACILITIES**

**Section 3.1 Developer Facilities.** Developer shall construct the Developer Facilities in compliance with the WTCPUA Rules and Policies. Developer shall submit all Plans and Specifications for the Developer Facilities, including any phase or portion thereof, to the WTCPUA for review and approval prior to commencement of construction. Developer shall pay applicable WTCPUA inspection fees as provided in the WTCPUA Rules and Policies, and construction of the Developer Facilities shall be subject to all WTCPUA Rules and Policies.

## **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 commence retail water service to a Retail Customer in the Proposed Development until Developer and/or a Retail Customer has complied with the WTCPUA Rules and Policies governing the commencement of such service, including the payment of 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 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 forty-two (42) 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 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 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”.

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 approval of this Agreement by the WTCPUA Board of Directors if a water meter or meters having up to forty-two (42) LUEs of water service has not been installed in accordance to WTCPUA Tariff provisions. 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 forty-two (42) 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 forty-two (42) 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  
12117 Bee Cave Rd  
Bldg 3 Ste 120  
Bee Cave TX 78738  
  
Email: generalmanager@wtcpua.org

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

Developer: Lucky 13 Holdings, LLC  
2500 Hatley Dr.  
Austin, Texas 78746

**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:

\_\_\_\_\_  
Ray Whisenant, Secretary  
Board of Directors

**LINDSAY ROSENTHAL**

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

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

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

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

DRAFT

**EXHIBIT A**

DRAFT

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

## **ITEM F**

REPLACEMENT @ LS 15

Generator field services LLC.  
300 Bent Way Marble Falls TX. 78654  
830-265-1203



WTCPUA  
Cummins generator install

## Quote

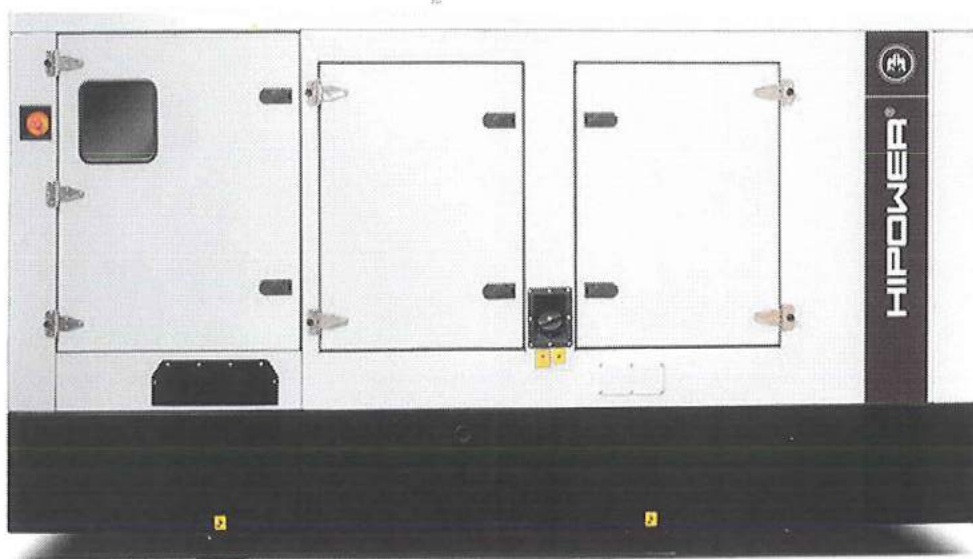
Invoice # 265  
Invoice Date 05/02/2017  
Due Date 05/02/2017

Item	Description	Unit Price	Quantity	Amount
	Cummins GGHJ 125KW 480/277 3PH. 60.00HZ 24 hour UL listed fuel tank. Weather proof enclosure. Cummins Qsb. 6.7 engine common rail.  Factory warranty  Start up on generator  Austin crane Undetermined apx. 1200.00 Lifting existing unit out of place and setting new unit on pad.  Undetermined Misc hardware anchor bolts, cable etc  Option to use customer equipment to remove old unit and set new unit.	35357.73	1.00	35,357.73
<b>NOTES:</b> Turn key generator install using existing ATS at lift station 15. Exclude tax if not applicable Freight may be charged on shipping of generator set. Net 10 Term.				
		<b>Subtotal</b>		35,357.73
		<b>Total</b>		35,357.73
		<b>Amount Paid</b>		0.00
		<b>Balance Due</b>		\$35,357.73

Quote Date		June 9, 2017		Quote Request No.				
Quotation To				Contract No.		501-15		
Buying Agency				Vendor ID		837		
West Travis County Public Utility Agency				Waukesha-Pearce Industries Inc.				
Contact				Generator Division				
Michael Sarot				Contact				
Phone				Jack Dolman				
512-897-7898				Phone				
Fax				512-771-0435				
Email				Fax				
msarot@wtcpua.org				Email				
				jack.dolman@wpi.com				
Pricing Based On Manufacturer's Price List Dated:				12/01/15		Contract Discount		
						20.0%		
						Factor		
						80.0%		
<b>A. Base Unit:</b>								
Brand		Model No.		Description		List Price		
Generac		SD130		130 kW Diesel Engine Generator		Net Price		
						\$ 48,213.00		
						\$ 38,570.40		
Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.								
<b>B. Factory options and attachments INSTALLED</b>								
Sales Code		Description			List Price		Net Price	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
					Sub Total		\$ -	
<b>C. Non-Factory options and attachments INSTALLED</b>								
Sales Code		Description					Net Price	
							\$ -	
							\$ -	
Install		Installation of Generator					\$ 3,700.00	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
					Sub Total		\$ 3,700.00	
<b>D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.</b>								
Description						Net Price		
						\$ -		
Freight to job site and start up testing						\$ 3,000.00		
						\$ -		
						\$ -		
Sub Total						\$ 3,000.00		
<b>TOTAL PURCHASE PRICE:</b>						<b>\$ 45,270.40</b>		
Delivery: Determined at Time of Order								
Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.								
Transmit copy of quotation with purchase order issued to WPI to:								
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: buyboard@tasb.org								

Technical Specification and Scope of Supply

HFW 130 T6U



Proposed To:	West Travis County Public Utility Agency , FAO Michael Sarot
Address:	12215 Bee Cave Road, Building B, Austin, TX 78738, United States
Ship To:	Worldwide Power Products
Address:	5711 Brittmoore RD., Houston, TX 77041, United States
Quote #:	HP19133
Job Title:	West Travis County Public Utility Agency
Sales Associate:	Chantelle Khajarian
Date:	5/30/2017
Bid Closing Date:	5/30/2017
Quote Validity:	30 days
Lead Time:	3 weeks



## System Description

Product Type	HFW 130 T6U	\$22,637.50
Application Group	Stationary	

## Power as per HiPOWER Data sheet

Power per genset (ISO 8528)	130	kWel
Engine Make	FPT	
Engine Type	NEF 67 TM1X	
Frequency	60	Hz
Generator voltage	277/480 - 3ø	V
Noise, Open	TBA	
Noise, Enclosed	72 dBA @ 23 ft.	
Weight, Open	3290 lbs	
Weight, Enclosed	4917 lbs	
Dimensions, Open	114.2" x 35.4" x 64.3"	
Dimensions, Enclosed	141.3" x 43.3" x 70.7"	
Phase	Three	
Unit Specification	UL2200	

## 1 SYSTEM CONFIGURATION

### 1.1 System Description

HFW 130 T6U Diesel Engine Generator Set. 130 KW@277/480 VAC. Standby

### 1.2 CIRCUIT BREAKER

Standard ABB - MLCB 80% Rated

\$0.00

### 1.3 STARTING AIDS

TPS engine block heater 1500W/120Vac single phase 9-200 kW

\$312.50

6 Amps-12V MARINCO battery charger UL-Listed, model 28106

\$318.75

### 1.4 GENERATOR SET ENCLOSURE

Sound Attenuated Enclosure

\$2,340.63

## 2 ENGINE CONFIGURATION

### 2.1 Engine Description

IVECO NEF45TM2X, Long-life, heavy-duty, 4-cycle, direct injection engine. EPA Certification Tier Level 3

### 2.2 FUEL SYSTEM

ULC 142-24 hrs - UL 142 Double wall Aboveground Flammable Liquid Tanks

\$3,956.25

## 3 GENERATOR END CONFIGURATION

### 3.1 Generator End Description

STAMFORD UCI 274 G (WDG 311) Brushless, Four Pole Rotating Field, Class H Insulation (150 °C Temp. Rise), IP23. Single Bearing. 2/3 Pitch Winding. Digital voltage regulator

## 4 CONTROL PANEL CONFIGURATION

### 4.1 Cont. Panel Description

Digital controller with auto and manual start capability. with push button reset. LCD Display that offers AC metering, protective relaying and engine and generator control and monitoring. Engine and generator controls, diagnostics, and operating information are accessible via the control panel keypads

### 4.2 CONTROLLERS

DSE7310 - Standard controller

\$0.00

## 5 PAINTING

### 5.1 Painting Details

- Base skid is epoxy-polyester powder painted - Standard RAL9005 color
- Enclosure is epoxy-polyester powder painted - Standard RAL7035 color
- Other colors available upon request

## 6 ADDITIONAL OPTIONS CONFIGURATION

## 7 SERVICE AND AFTER SALES

### 7.1 Details

HIPOWER® is committed to offer a Superior Customer Service for an Outstanding Experience, from pre-sales, sales, and after sales support

## 8 MISCELLANEOUS

### 8.1 Details

One copy of Electrical Schematics, Control Panel manual, Warranty Statements, Engine manual, Generator end manual and Generator set manuals is provided with the unit

## 9 FUNCTIONAL TESTS

### 9.1 Tests

Standard acceptance testing performed under HIPOWER quality specification

## 10 SHIPPING CONDITIONS

### 10.1 Details

All units are shipped wet, with all the fluid included minus fuel supply (unless otherwise specified)

## 11 SALES TERMS AND CONDITIONS

### 11.1 Details

Standard Terms and Conditions apply. Read carefully attached HIPOWER® Terms and Conditions of Sale

## 12 WARRANTY

### 12.1 Details

Standard limited Warranty 2 Years/1000 Hours

### 12.2 WARRANTY DETAILS

Standard limited warranty 2 years / 1000 hours

0.0%

Base Model Price: \$22,637.50

Options Price: \$6,928.13

Turnkey install. \$15,000.00

Total Net Price, Less any Taxes, Ex-Factory, Lenexa, Kansas \$44,565.63

Warranty: Standard limited warranty 2 years / 1000 hours \$0.00

Freight \$1,500.00

**Grand Total Net Price \$46,065.63**



WORLD WIDE POWER PRODUCTS, INC  
[www.wpowerproducts.com](http://www.wpowerproducts.com)

5711 Brittmoore Rd, Houston, TX, USA 77041 / Call us at 713-434-2300 / Locations: Houston and Dallas / email: [sales@wpowerproducts.com](mailto:sales@wpowerproducts.com)



## Submittal Documents for Model Selected

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Item	Description
1	<a href="#">Genset Data Sheet</a>
1a	<a href="#">Engine Data Sheet</a>
1b	<a href="#">Alternator Data Sheet</a>
1c	<a href="#">AVR Specification</a>
1d	<a href="#">EPA Certification</a>
1e	<a href="#">Electrical Drawing</a>
1f	<a href="#">Terms and Conditions</a>
1g	<a href="#">UL Certification</a>
1h	<a href="#">CSA Certification</a>
1i	<a href="#">Wind Load Calculation 180 mph</a>
2	<a href="#">Sound Attenuated Enclosure - Enclosure Description</a> <a href="#">- Enclosure Drawing</a>
3	<a href="#">Control panel configuration - Technical specifications</a>
4	<a href="#">Engine Block Heater - Block Heater Specifications</a>
5	<a href="#">Battery charger - Battery charger</a>
6	<a href="#">Fuel Tank - Tank Specifications</a>
7	<a href="#">MLCB (Main line Circuit Breaker) Rating - T4N250 data sheet</a>
8	<a href="#">Warranty - Standard limited warranty</a>

## **ITEM G**



**West Travis County Public Utility Agency**  
**Water Treatment Plant Chemicals**  
**Specifications / Bid Opening July 6, 2017**  
**RFB No. 2017-18-01**

BRENNTAG SOUTHWEST, INC  
 Dakota Doyle  
 610 Fisher Road  
 Longview, Texas 75604  
 512.278.1600 Phone  
 512.278.1684 Fax  
[gtollefsen@brenntag.com](mailto:gtollefsen@brenntag.com)

CHEMTRADE CHEMICALS US LLC  
 Elizabeth Ryno  
 90 East Halsey Road  
 Parsippany, NJ 07054  
 800.441.2659 Phone  
 973.515.4461 Fax  
[bids@chemtradelogistics.com](mailto:bids@chemtradelogistics.com)

CHAMELEON INDUSTRIES INC  
 Jason L. Garza  
 PO Box 853027  
 Mesquite, TX 75185  
 513.615.3808 Phone  
 Fax  
[jgarza@chameleonindustriesinc.com](mailto:jgarza@chameleonindustriesinc.com)

BRENNTAG SOUTHWEST, INC

CHEMTRADE CHEMICALS US LLC

CHAMELEON INDUSTRIES INC

<i>Item No.</i>	<i>Product Description</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Extended Total</i>
1	ALUMINUM CHLORHYDRATE	Pound	\$0.2349	\$31,241.58
2	LIQUID AMMONIUM SULFATE	Pound	\$0.1034	\$16,874.81
3	POLYMER	Pound	\$0.7852	\$25,612.00
4	CHLORINE TON CYLINDERS	Pound	\$0.3778	\$95,054.48
5	CHLORINE 150 lb. CYLINDERS	Pound	\$0.8674	\$26,022.00

<i>Unit</i>	<i>Unit Price</i>	<i>Extended Total</i>
Pound	\$0.2500	\$33,300.00
Pound	\$0.1020	\$16,646.40
Pound	<b>No Bid</b>	\$0.00
Pound	<b>No Bid</b>	\$0.00
Pound	<b>No Bid</b>	\$0.00

<i>Unit</i>	<i>Unit Price</i>	<i>Extended Total</i>
Pound	<b>No Bid</b>	\$0.00
Pound	\$0.1090	\$17,744.85
Pound	\$0.7000	\$23,062.20
Pound	<b>No Bid</b>	\$0.00
Pound	<b>No Bid</b>	\$0.00

**\$194,804.87**

**\$49,946.40**

**\$40,807.05**

**Grand Total**

**Grand Total**

**Grand Total**

BRENNTAG SOUTHWEST, INC

CHEMTRADE CHEMICALS US LLC

CHAMELEON INDUSTRIES INC

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

**WATER AND WASTEWATER  
TREATMENT PLANT  
CHEMICALS**

**BID SPECIFICATIONS**

June 2017



## INDEX

<b>Page #</b>	<b>Item</b>
1	Advertisement
2 & 3	Bid Procedures & General Requirements
4	Aluminum Sulfate
5	Liquid Ammonium Sulfate (LAS)
6	Polymer
7	Chlorine
8	Phosphate (Blend)

### **Attachments**

Bid Form

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
WATER AND WASTEWATER TREATMENT PLANT**

**NOTICE TO BIDDERS  
WATER TREATMENT CHEMICALS**

The West Travis County Public Utility Agency is accepting bids for the purchase of Water Treatment Chemicals. The bids will be used to establish prices for the period from July 20, 2017 thru September 30, 2019. Bid documents are available from the WTCPUA Office at located at 12117 Bee Cave Rd., Bldg. 3, Ste. 120 Austin, TX 78738. Bids are due at **2:00 p.m. on Thursday, July 6, 2017.**

WTCPUA

/s/Jennifer Smith  
Controller

## **BID PROCEDURES & GENERAL REQUIREMENTS**

### **BID PROCEDURE**

Bids are to be submitted in sealed envelopes marked as follows:  
**“Water Treatment Plant Chemical, RFB No. 2017-18-01”.**

Bids are to be submitted on the attached bid form to:  
WTCPUA  
12117 Bee Cave Rd.,  
Bldg. 3, Ste. 120 Austin,  
TX 78738

### **BID AWARD**

The purpose of this bid is to establish prices for each chemical for the 2-year period from July 20, 2017 to September 30, 2019. As chemicals are required, the WTCPUA will first attempt to purchase said chemical from the lowest bidder for that item. The WTCPUA reserves the right to purchase from the subsequent low bidders for each item if the lowest bidder is unable to make delivery of the chemicals in a timely manner.

The WTCPUA reserves the right to reject any or all bids, to waive any informalities in the bid procedure, and to accept the bid considered to be in the best interest of the agency.

### **BID DELIVERY**

The WTCPUA shall accept sealed bids Monday through Friday, 8:00 a.m. to noon and 1:00 p.m. - 5:00 p.m. Bids must be received by the WTCPUA Administration Office before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

### **QUANTITIES**

Quantities shown are estimates based on historical data and are intended to serve as a guide in obtaining the best possible bids. Actual usage may fluctuate up or down during the course of an annual period. This historical data may not be given consideration by bidders when submitting their bids. Bidder will hold price(s) firm for the term of the contract period.

### **EVALUATION CRITERIA**

Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the WTCPUA. The WTCPUA reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the WTCPUA.

**CONTRACT TERMINATION**

The WTCPUA reserves the right to terminate this contract for any reason by notifying the contractor in writing 30 days from the effective date of termination.

**DELIVERY**

All chemicals will be made on an "as needed" basis and will be delivered to either of the following locations between the normal business hours between 8-5 Monday thru Friday.

**Uplands Water Treatment Plant**

12215 Bee Cave Rd.

**Bohls Wastewater Treatment Plant**

3,000 feet northwest of the intersection of Farm-to-Market Road 2244 and State Highway 71

**Lake Point Wastewater Treatment Plant**

3100 Napa Drive

Delivery costs shall be included in the bid price. All deliveries shall be made within 72 hours of notification.

## **BID PROCEDURES & GENERAL REQUIREMENTS (CONT.)**

### **PRODUCT DATA**

The bidder shall supply Safety Data Sheets and a Certificate of Analysis with each delivery. Bidders shall supply product specifications with their bid. Bidders shall supply an Affidavit of Compliance for the specified AWWA Standards with their bid. All bidders must prequalify their product prior to the bid opening date.

### **VERIFICATION TESTING**

The WTCPUA will perform routine sampling and testing of chemical deliveries to verify conformance with the specifications. Verification testing will be performed at the Agency's cost. The Agency reserves the right to use the next low bidder at any point in which verification testing shows chemicals have been delivered that do not comply with these specifications. The chemical supplier shall remove, at their expense, any chemical that does not meet the specifications.

### **PAYMENT**

Payment will be made for each delivery after the receipt of a detailed invoice from the vendor. The contractor shall separate account and billing per location, i.e., Water Plant, Lake Point Wastewater Plant, and Bohls Wastewater Plant. Delivery tickets and invoices shall specify the chemical, the concentration, the weight or other delivery quantity, the unit price, and the total price.

### **TAXES**

The materials included in this bid are exempt from Texas State Sales Tax.

### **QUESTIONS**

Bidders may contact:

Jennifer Smith, Controller at (512) 263-0100 [jsmith@wtcpua.org](mailto:jsmith@wtcpua.org)

Trey Cantu, Operations Manager (512) 761-3669 [tcantu@wtcpua.org](mailto:tcantu@wtcpua.org)

## CHEMICAL SPECIFICATIONS

### ALUMUMINUM CHLORHYDRATE

Aluminum chlorhydrate (ACH) shall be furnished as a liquid solution. The ACH shall conform to the current version of AWWA Standard B403.

The nominal concentration of the solution shall be 50% by weight.

This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.

The bid price, per pound, shall be based on the weight of ACH in the liquid solution.

Delivery Method:	Bulk
Unloading Method:	The fill pipe connection is located near ground level. The supplier shall pump the material to the storage tank located 12' above ground level.
Storage Capacity:	5,000 gallons
Typical Delivery:	4,000 gallons
Delivery Frequency:	Monthly
Annual Usage:	12,000 gallons



## CHEMICAL SPECIFICATIONS

### LIQUID AMMONIUM SULFATE (LAS)

Ammonium Sulfate shall be furnished as a liquid solution. The ammonium sulfate shall conform to the current version of AWWA Standard B302.

The material shall be 99%+ Ammonium Sulfate.

This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.

The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

Delivery Method:	Bulk
Unloading Method:	The fill pipe connection is located near ground level. The supplier shall pump the material to the storage tank located 12' above ground level.
Storage Capacity:	5,000 gallons
Typical Delivery:	4,000 gallons
Delivery Frequency:	As needed
Annual Usage:	16,000 gallons

## CHEMICAL SPECIFICATIONS

### POLYMER

Polymer shall be a in aqueous solution. The Cationic Polymer shall conform to the current version of AWWA Standard B451.

The Cationic Polymer shall be "high" molecular weight. The supplier shall specify the solids content and viscosity being bid. The supplier shall furnish consistent solids content and viscosity for the duration of the contract. The Cationic Polymer shall be equivalent to AQUALUM 3006.

This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects. Bidders shall specify the maximum allowable dosage rate to meet this requirement.

The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

Delivery Method:	Bulk
Unloading Method:	The fill pipe connection is located near ground level. The supplier shall pump the material to the storage tank located 12' above ground level.
Storage Capacity:	5,000 gallons
Typical Delivery:	2,000 gallons
Delivery Frequency:	Varies depending on water quality.
Annual Usage:	3,800 gallons



## CHEMICAL SPECIFICATIONS

### CHLORINE (LIQUID CHLORINE)

Chlorine shall be furnished as a purified gas that has been compressed and refrigerated into liquid form. The liquid chlorine shall conform to the current version of AWWA Standard B301.

The material shall be furnished in 1 ton and 150 lb. cylinders. The nominal concentration shall be 100%.

The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

Delivery Method:	1 Ton Cylinders
Unloading Method:	Overhead hoist. Plant personnel provide assistance.
Storage Capacity Tons:	15 Ton
Typical Delivery Tons:	5 Ton
Delivery Frequency Tons:	Monthly
Annual Usage Tons:	251,600 Pounds
Delivery Location:	Water Plant

Delivery Method:	150 lb. Cylinders
Unloading Method:	Plant personnel provide assistance.
Storage Capacity 150 lbs.:	9 cylinders
Typical Delivery 150 lbs.:	4-5 cylinders
Delivery Frequency 150 lbs.:	Monthly
Annual Usage 150 lbs.:	30,000 Pounds
Delivery Location:	Lake Point WWTP and Bohls WWTP

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
SPECIFICATIONS FOR TREATMENT PLANT CHEMICALS**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR WTCPUA USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM	UNIT	UNIT PRICE	EXTENDED PRICE
Aluminum Chlorhydrate	Pound	\$ 0.2349/lb	\$ 31,241.58
Liquid Ammonium Sulfate	Pound	\$ 0.1034/lb	\$ 16,874.81
Polymer	Pound	\$ 0.7852/lb	\$ 25,612.00
Chlorine Ton Cylinders	Pound	\$ 0.3778/lb	\$ 95,054.48
Chlorine 150 lb. Cylinders	Pound	\$ 0.8674/lb	\$ 26,022.00

Bids will be awarded as a group and not per item.  
Bidders are required to submit a price for every item.  
Include Product Specifications for each chemical.

Company Name & Address

Brenntag Southwest, Inc. \_\_\_\_\_


Phone: (512) 278-1600 \_\_\_\_\_

610 Fisher Road \_\_\_\_\_

Fax: (512) 278-1684 \_\_\_\_\_

Longview, Texas 75604 \_\_\_\_\_

E-mail: gtollefsen@brenntag.com \_\_\_\_\_

Signature  \_\_\_\_\_

Date: July 6, 2017 \_\_\_\_\_

Print Name: Dakota Doyle \_\_\_\_\_

July 6, 2017

AFFIDAVIT OF COMPLIANCE

Brenntag Southwest's Aluminum Chlorohydrate (AQUAPAC 9042) complies with all AWWA Standard B403 Specifications, including purity levels, chemical requirements, and physical requirements. In addition, it is certified by the National Sanitation Foundation, NSF International for use in potable water treatment.

Brenntag Southwest's Liquid Ammonium Sulfate (AQUAMINE) complies with all AWWA Standard B302 Specifications, including purity levels, chemical requirements, and physical requirements. In addition, it is certified by the National Sanitation Foundation, NSF International for use in potable water treatment.

Brenntag Southwest's Polymer (AQUALUM 3006) complies with all AWWA Standard B451 Specifications, including purity levels, chemical requirements, and physical requirements. In addition, it is certified by the National Sanitation Foundation, NSF International for use in potable water treatment.

Brenntag Southwest's Chlorine complies with all AWWA Standard B301 Specifications, including purity levels, chemical requirements, and physical requirements. In addition, it is certified by the National Sanitation Foundation, NSF International for use in potable water treatment.



Dakota Doyle  
Branch Manager



**Brenntag Southwest, Inc.**

## **TECHNICAL DATA SHEET**

### ***Coagulant***

#### ***AQUAPAC 9042***

**AQUAPAC 9042** is Aluminum Chlorohydrate Solution (ACH), a highly concentrated solution of polyaluminum hydroxichloride. **AQUAPAC 9042** can easily destabilize particles in suspension and accelerate floc formation. **AQUAPAC 9042** is certified under NSF/ANSI Standard 60 for use in municipal drinking water. For more information on **AQUAPAC 9042** contact your Brenntag representative.

#### ***Typical Physical Properties***

Appearance	Clear to slightly hazy
Odor	None
Solubility in Water	Soluble
Aluminum Oxide (%)	23.0 – 24.0
Aluminum (%)	12.2 – 12.7
Chloride (%)	7.9 – 8.4
AL:CL	1.9:1 – 2.1:1
Basicity (%)	82.5 – 84.5
Specific Gravity	1.33 -1.35 @ 25°C (77°F)
pH (as supplied)	2.5 – 4.6
Turbidity	Less than 50 ntu's

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

#### ***Typical Application***

**AQUAPAC 9042** can be used as the primary coagulant in municipal and industrial water treatment plants. **AQUAPAC 9042** performs by both charge neutralization and sweep flocculation. **AQUAPAC 9042** provides equal or superior performance at lower dose rates when compared to metallic salts alone.

#### ***Typical Feed Requirements***

**AQUAPAC 9042** can be dissolved in a turbulent zone of the installation without the need for a high shear rate. **AQUAPAC 9042** is fully efficient if it is added in a rapid-mix zone which increases coagulant dispersion and the frequency of particle collisions.

When used in potable water applications **AQUAPAC 9042** has a maximum use level of < 250 mg/L.

For additional treatment information, including dosage specific to your application, please contact your Brenntag representative.

#### ***Storage and Handling***

Store in a cool, dry, well-ventilated place away from heat, cold, direct sunlight and incompatible materials. Always use care when opening containers and keep tightly closed when not in use. Do not reuse containers.

**AQUAPAC 9042** is corrosive. Wear personal protective equipment, such as goggles or safety glasses, gloves and other protective clothing when handling.

Read Material Safety Data Sheet before using, handling or storing this product.

#### ***Packaging***

**AQUAPAC 9042** is available in 55 gallon drums, 275 gallon totes and bulk. For further information, please contact your Brenntag representative.





## TECHNICAL DATA SHEET

### *Liquid Ammonium Sulfate*

#### *AQUAMINE™*

AQUAMINE is a solution of ammonium sulfate. AQUAMINE is used in conjunction with chlorine to generate chloramines for post disinfection in drinking water distribution systems. AQUAMINE is stable over a broad temperature range. AQUAMINE is certified by NSF under NSF/ANSI Standard 60 for use in municipal drinking water and meets requirements for ANSI/AWWA B302-05.

#### *Typical Physical Properties*

Appearance	Clear, pale yellow liquid
Odor	None
Solubility in Water	Complete
Specific Gravity	1.2-1.23 at 25°C (77°F)
Density	10.23 lbs./gal at 25°C (77°F) (typical)
Freezing Point	< -18°C (< 4°F)
pH (as supplied)	3-6
Ammonia % wt.	10.2-10.4
Iron (Fe)	≤ 6

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

#### *Typical Application*

- Formation of Chloramines for Disinfection

AQUAMINE provides a safe non hazardous non-volatile source of ammonia which when mixed with chlorine forms chloramines. Chloramines are capable of carrying a residual throughout the distribution system providing secondary disinfection. AQUAMINE is not a regulated substance under Title 40 of the Code of Federal Regulations, Part 68.130 and is therefore not subject to the RMP Rule.

#### *Typical Feed Requirements*

AQUAMINE does not require any special handling equipment and can be applied using basic chemical metering pumps. AQUAMINE is typically applied to a system after filtration and before the clear well at a dose rate of 1 mg/L as NH<sub>3</sub> per million gallons of water. AQUAMINE has a maximum use level of 40 mg/L.

For additional treatment information, including dosage specific to your application, please contact your Brenntag Southwest, Inc. representative.

#### *Storage and Handling*

Store in a cool, dry, well-ventilated place away from heat, cold, sources of ignition, or easily oxidizable substances. Do not pressurize, cut heat, or weld containers. Always use care when opening containers and keep tightly closed when not in use. Do not reuse containers.

AQUAMINE is a mild irritant. Wear appropriate protective clothing. Avoid prolonged contact with skin and clothing. Avoid breathing vapors. After handling, always wash hands and clothing thoroughly with soap and water.

Read Material Safety Data Sheet before using, handling or storing this product.

*Packaging*

AQUAMINE is available in 55 gallon drums, 275 gallon non-returnable totes and bulk quantities. For further information, please contact your Brenntag Southwest, Inc. representative. For reorders and customer service, call (800) 945-4528.

## TECHNICAL DATA SHEET

*Coagulant**AQUALUM 3006*

**AQUALUM 3006** is an organic coagulant with a high cationic charge density that neutralizes the negative charge of colloidal particles over a broad pH range. **AQUALUM 3006** can easily destabilize particles in suspension and accelerate floc formation. **AQUALUM 3006** is certified under ANSI/NSF Standard 60 for use in municipal drinking water. For more information on **AQUALUM 3006** contact your Brenntag Southwest representative.

*Typical Physical Properties*

Appearance	Light Amber Liquid
Solubility in Water	Soluble
Specific Gravity	1.03 – 1.10 @ 25°C (77°F)
Brookfield Viscosity (cps)	50-250
pH (as supplied)	5.0 – 7.0

Typical properties are listed for information only, and are not to be considered as specification requirements. These items are not analyzed on a routine basis.

*Typical Application*

**AQUALUM 3006** is specially formulated to coagulate suspended solids in an aqueous media. **AQUALUM 3006** can be used as the primary coagulant in municipal and industrial water treatment. **AQUALUM 3006** has a cationic charge density that allows for consistent performance over a broad pH range. Depending upon the water make up, **AQUALUM 3006** can reduce the amount of metallic salts used for coagulation by 20% to 100%. In addition, **AQUALUM 3006** provides equal or superior performance to metallic salts at dose rates as much as ten times lower than those required for metallic salts.

*Typical Feed Requirements*

**AQUALUM 3006** can be dissolved in a turbulent zone of the installation without the need for a high shear rate. **AQUALUM 3006** is fully efficient if it is added in a rapid-mix zone which increases coagulant dispersion and the frequency of particle collisions.

When used in potable water applications **AQUALUM 3006** products have a maximum use level of < 50 mg/L.

For additional treatment information, including dosage specific to your application, please contact your Brenntag Southwest, Inc. representative.

*Storage and Handling*

Store product at temperatures between 40°F and 90°F. Do not store in stainless steel. Do not reuse storage containers unless properly reconditioned.

Wear appropriate personal protective equipment, such as goggles and rubber gloves when handling this product.

Read Safety Data Sheet before using, handling or storing this product.

*Packaging*

**AQUALUM 3006** is available in 5 gallon pails, 55 gallon drums, 275 gallon totes and bulk. For further information, please contact your Brenntag Southwest representative. For reorders and customer service, call (713) 330-8570.

Brenntag Southwest, Inc.

**CHLORINE****Specification Sheet**

<b>Component</b>	<b>Basis</b>	<b>Specification</b>	
Purity	vol. %	99.5	min.
Moisture	ppm by wt.	50	max.
Nonvolatile Matter (NVM)	ppm by wt.	30	max.
Total Chloromethanes	ppm by wt.	175	max.
Carbon Tetrachloride	ppm by wt.	100	max.
Chloroform	ppm by wt.	75	max.

EPA Reg. No. 52374-12

**NSF/ANSI Drinking Water Treatment Chemicals** – This product is certified to NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects. The maximum use level for potable water is 30 mg/L.







**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**

**WATER AND WASTEWATER  
SLUDGE TRANSPORTATION AND DISPOSAL**

**BID SPECIFICATIONS**

June 2017

## INDEX

Page #	Item
1	Advertisement
2 & 3	Bid Procedures & General Requirements
4	Sludge Disposal and Transport Specifications

### Attachments

Bid Form

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
WATER AND WASTEWATER TREATMENT PLANT**

**NOTICE TO BIDDERS  
SLUDGE TRANSPORTATION AND DISPOSAL**

The West Travis County Public Utility Agency is accepting bids for Sludge Transportation and Disposal. The bids will be used to establish prices for the period from July 20, 2017 thru September 30, 2019. Bid documents are available from the WTCPUA Office at located at 12117 Bee Cave Rd., Bldg. 3, Ste. 120 Austin, Texas 78738. Bids are due at **2:30 p.m.** on **Thursday, July 6, 2017.**

WTCPUA

/s/Jennifer Smith  
Controller

## **BID PROCEDURES & GENERAL REQUIREMENTS**

### **BID PROCEDURE**

Bids are to be submitted in sealed envelopes marked as follows: **"Sludge Transportation and Disposal, RFB No. 2017-18-02"**.

Bids are to be submitted on the attached bid form to:

WTCPUA

12117 Bee Cave Rd., Bldg. 3,

Ste. 120 Austin, TX 78738

### **BID AWARD**

The WTCPUA seeks competitive bids on the sludge transportation and disposal to permitted solid waste landfill. The purpose of these specifications is to describe the minimum requirements of the WTCPUA. This contract is intended for routine and continuous usage.

The WTCPUA reserves the right to reject any or all bids, to waive any informalities in the bid procedure, and to accept the bid considered to be in the best interest of the agency.

### **BID DELIVERY**

The WTCPUA shall accept **sealed** bids Monday through Friday, 8:00 a.m. to noon and 1:00 p.m. - 5:00 p.m. Bids must be received by the WTCPUA Administration Office before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

### **QUANTITIES**

Quantities shown are estimates based on historical data and are intended to serve as a guide in obtaining the best possible bids. Actual usage may fluctuate up or down during the course of an annual period. This historical data may not be given consideration by bidders when submitting their bids. Bidder will hold price(s) firm for the term of the contract period.

### **EVALUATION CRITERIA**

Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the WTCPUA. The WTCPUA reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the WTCPUA.

### **CONTRACT TERMINATION**

The WTCPUA reserves the right to terminate this contract for any reason by notifying the contractor in writing and stating effective date of termination.

## **BID PROCEDURES & GENERAL REQUIREMENTS (CONT.)**

### **PAYMENT**

Payment will be made for each delivery after the receipt of a detailed invoice from the vendor. The contractor shall separate account and billing per location, i.e., Water Plant, Lake Point Wastewater Plant, and Bohls Wastewater Plant. Delivery tickets and invoices shall specify the the weight or other delivery quantity, the unit price, and the total price.

### **TAXES**

The materials included in this bid are exempt from Texas State Sales Tax.

### **QUESTIONS**

Bidders may contact:

Jennifer Smith, Controller at (512) 263-0100 [jsmith@wtcpua.org](mailto:jsmith@wtcpua.org)

Trey Cantu, Operations Manager (512) 761-3669 [tcantu@wtcpua.org](mailto:tcantu@wtcpua.org)

## **SPECIFICATIONS**

### **SLUDGE TRANSPORTATION AND DISPOSAL**

#### **SCOPE**

The WTCPUA seeks competitive bids on sludge transportation and disposal to permitted solid waste facility. The purpose of these specifications is to describe the minimum requirements of the WTCPUA for the annual sludge transportation and disposal to permitted solid waste facility contract. The quantities on the Invitation to Bid or attached quantities are estimates based on previous usage. These estimates are for acquainting the bidder with probable quantities to be expected during the contract period. These estimates are not intended to set forth minimum or maximum quantities of this contract and shall not be construed as such. This contract is intended for routine and continuous usage, and for large projects that occur the WTCPUA reserves the right to go out for bids.

Sludge disposal must be at a Texas Commission on Environmental Quality (TCEQ) permitted solid waste facility. The WTCPUA does not intend to utilize sludge for beneficial re-use (land application) for this contract term. The WTCPUA requests that if re-use opportunities return to areas that provide savings in disposal fees, it shall be notified accordingly, for consideration of future contract term.

#### **GENERAL REQUIREMENTS**

The services to be furnished in this agreement will be for transportation and disposal of liquid and/or dewatered municipal water and wastewater treatment plant sludge, as required to provide proper treatment of the effluent.

Bids will only be considered from companies who have been involved in sludge transportation for a period of more than three (3) years.

Solid Waste Disposal Sites must meet TCEQ 30 TAC Chapter 312 & 330 and U.S. EPA 40 CFR Part 503 Sewage Sludge Use and Disposal regulations.

## **SPECIFIC REQUIREMENTS**

1. The Vendor's transport vehicle(s) must meet the following requirements:
  - a. Vehicle(s) must be currently licensed and must meet all state, federal, county, and Department of Transportation requirements. Vehicle(s) must be of sound quality and in good working order.
  - b. Vehicle(s) must have the company name and company phone number on the tractor, trailer and sludge containers.
2. The Vendor must meet the following requirements:
  - a. The Vendor must be subject to 24 hour on call notice 365 days per year. Vendor must provide the WTCPUA with normal, weekend and emergency telephone numbers.
  - b. The Vendor shall provide proof of all licenses and certifications required by Federal and State Regulatory agencies to perform sludge hauling.
  - c. The Vendor must show proof of and provide the WTCPUA with copies of the following:
    1. All federal, state, and local/City permits to include: U.S. EPA transport number, TCEQ permit number and the county permit number.
3. Contractor will be responsible for all spillage of product that includes liquid and dewatered solids, fuels, and lubricants.
4. The vendor shall be responsible to insure that all spills or damages caused by spillage are corrected immediately at their own expense. Correction of spills or damages shall be executed in a manner approved by a representative of the WTCPUA.
5. The Vendor will supply the WTCPUA with a Municipal Sludge Manifest Ticket for each load of sludge transported. This manifest ticket shall contain the following information:
  - a. Name and address of site where sludge was generated.
  - b. Name, address, TCEQ and EPA registration numbers, where applicable, of site where sludge was finally deposited.
  - c. Approximate volume of sludge load.
  - d. Date and time of sludge pickup.
  - e. Name and address of hauler.
  - f. Date and time of disposal.
  - g. Signature verifying disposal date and time.



6. Upon completion of loading of vehicle(s), the Vendor shall be responsible for all sludge loaded onto vehicle during transportation to solid waste landfill.
7. The Vendor shall be responsible for any and all damages that may be caused by their transport vehicle(s) while loading, transporting, and disposing of the WTCPUA's sludge.
8. The Vendor must haul liquid and/or de-watered sludge cake on an as needed basis to insure proper operation of the WTCPUA water plants.
9. The Vendor will submit to the WTCPUA a Monthly Report for each wastewater plant, to include the following information:
  - a. Name and location of disposal site(s).
  - b. Owner of disposal site(s).
  - c. Disposal site(s) TCEQ, EPA registration number where applicable.
  - d. Date(s) of disposal.
  - e. Identity of hauler.
  - f. Manifest numbers.
  - g. Quantity (volume) of sludge hauled.
  - h. Facility where sludge was generated.
  - i. Method of final disposal.
  - j. Total number of loads, total cubic yards or gallons, and total dry tons transported from each wastewater plant.

**Copies of the completed manifest tickets showing the date, time, and location of disposal site, with signature verifying proper disposal of sludge will be submitted to the WTCPUA with each monthly report.**

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
SPECIFICATIONS FOR SLUDGE TRANSPORTATION AND DISPOSAL**

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR WTCPUA USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

	ITEM AND DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
1	Bobtail Truck (over 3,000 gal. capacity), Regular Business Hours (8:00 AM – 5:00 PM, Monday Through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Gallon	\$ 0.0795	\$ 0.0795
2	Bobtail Truck (over 3,000 gal. capacity), Holidays Weekends, After Hours (5:01 PM – 7:59 AM, Monday through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Gallon	\$ 0.12	\$ 0.12
3	Vactron Truck Regular Business Hours (8:00 AM – 5:00 PM, Monday through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Each	\$ 238.50	\$ 238.50
4	Vactron Truck Holidays, Weekends, After Hours (5:01 PM – 7:59 AM, Monday through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Each	\$ 360.00	\$ 360.00
5	18-wheeler Tanker Truck (over 6,000 gal. capacity), Regular Business Hours (8:00 AM – 5:00 PM, Monday through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Each	\$ 556.50	\$ 556.50
6	18-wheeler Tanker Truck (over 6,000 gal. capacity), Holidays, Weekends, After Hours (5:01 PM – 7:59 AM, Monday through Friday). Price Includes Call Out, Show Up, and Set Up Fees.	Each	\$ 647.50	\$ 647.50

Company Name & Address

Wastewater Transport Services, LLC

Phone: 512-973-8484

826 Linger Ln

Fax: 512-339-2130

Austin, Texas 78721

E-mail: cory@wastewaterts.com

Signature



Date: 06/06/2017

Print Name: Cary D. Juby



## Notes for Sludge Transportation and Disposal, RFB No. 2017-18-02

1. Items 1-2 were quoted at a PER GALLON rate.
2. Items 3-6 were quoted at a PER LOAD price.
3. All loads priced at regular business hours must be scheduled at least 24 hours in advance
4. Our tanker capacity is 7000 gallons, therefore the price for those loads is \$0.0795/gallon for scheduled regular business hours and \$0.0925/gallon otherwise
5. Loads will be disposed of at Austin Wastewater Processing Facility MSW#2384 a TCEQ permitted/EPA permitted Centralized Waste Treatment Facility. This facility is owned and operated by our sister company and has 24-hour access. Additionally, we have access to several other TCEQ permitted facilities that can accept your waste, approval letters will be provided.
6. Disposal site inspections are available upon request.

Austin (Corporate)  
826 Linger Ln  
Austin, Texas 787721  
(512) 973-8484

Beaumont  
4895 Romeda Rd.  
Beaumont, Texas 77705  
(409) 840-4620

Houston  
10217A Wallisville Rd.  
Houston, Texas 77013  
(713) 828-5487





July 12, 2017

Mr. Keith Parkan, P.E.  
West Travis County Public Utility Agency  
12117 Bee Cave Road  
Building 3, Suite 120  
Austin, TX 78738

Re: Lake Pointe Wastewater Treatment 2017 Improvements Project  
Project No. 23008

Dear, Keith:

On Thursday July 6, 2017 six bids were received, opened and read aloud at 3:00 PM in West Travis County PUA's office. The project includes plant repairs at the Lake Pointe WWTP, including replacement of the mechanical bar screen, with two different mechanical screens being bid head-to-head as follows.

Contractor	Location	Project Bid w/ Huber Screen	Project Bid w/ WesTech Screen
Excel Construction Services, LLC	Leander, TX	\$350,500.00	\$345,000.00
PrimeSpec Construction, LLC.	Liberty Hill, TX	\$438,000.00	\$426,000.00
Austin Engineering Co., Inc.	Austin, TX	\$445,000.00	\$438,000.00
Keystone Construction, Inc.	Austin, TX	\$479,000.00	\$468,000.00
CRU, Inc.	Austin, TX	\$479,500.00	\$459,500.00
Prota Construction, Inc.	Austin, TX	\$488,000.00	\$483,000.00

Unfortunately, Excel Construction has withdrawn their bid as is allowed without penalty by the contract documents when notification is made within the first 24-hours following the bid opening. Therefore, we recommend approval of award for this bid to PrimeSpec Construction, LLC. PrimeSpec Construction's bid of \$426,000 is 8% above the Engineer's OPCC of \$394,500. We also recommend that the PUA select their Huber screen bid for \$438,000 rather than the \$426,000 bid using the WesTech screen since the project design is based on the Huber screen equipment. We have called four references provided by PrimeSpec of clients they have previously completed similar projects with and all indicated a positive experience with PrimeSpec. Please contact me if you have any questions.

Respectfully Submitted,



Scott Wetzel, PE  
CP&Y, Inc.  
Project Manager



SECTION 00 51 00

NOTICE OF AWARD - EJCDC C-510

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Project No.:	23008	Date of Issuance: July 20, 2017
Project Name:	Lake Pointe WWTP 2017 Plant Improvements	
Owner:	West Travis County PUA	
Engineer:	The Wallace Group	
Bidder:	PrimeSpec Construction, LLC	
Bidder Address:	4750 Ranch Road 1869 Liberty Hill, Texas 78642	

---

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 6, 2017, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the Lake Pointe WWTP Mechanical and Electrical Maintenance Project.

The Contract Price of the awarded Contract is Four hundred thirty-eight thousand dollars and zero cents (\$438,000.00), for the Owner selected bid line item H1 (in lieu of bid line item W1), utilizing the Huber Technology step screen and conveyor.

4 unexecuted counterparts of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date of receipt of this Notice of Award.

1. Deliver to Engineer all counterparts of the Contract Documents, fully executed by Bidder.
2. Deliver with the executed Contract Documents the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

After you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

The Wallace Group  
Engineer

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

Authorized Signature

Scott C. Wetzel, P.E., Project Manager  
Name, Title

## ITEM H



## ALL POINTS CONSTRUCTION

When Quality Matters

June 19, 2017

Curtis D. Wilson, P.E.  
West Travis County Public Utility Agency  
12117 Bee Cave Road  
Building #3, Ste. 120  
Austin, Texas 78738

**Re: CCN Release Request Letter**  
10304 Circle Drive, Austin, Texas

Mr. Wilson,

As the Developer of the following tracts of land, located at 10304 Circle Drive, Austin, Texas, (southwest of the intersection of Circle Drive and Rawhide Trail):

**TRACT 1:** 1.633 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED **EXHIBIT "A"**

**TRACT 2:** 20.525 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED **EXHIBIT "B"**

**I hereby formally request the release of these tracts from the West Travis County Public Utility Agency's CCN service area.**

Per your previous discussions with Stephen R. Jamison, P.E., (Jamison Civil Engineering LLC), we are proposing to transfer these two tracts into the adjacent City of Austin CCN – via a formal application process through the Public Utility Commission of Texas.

Your consideration of this request is appreciated. Please let me know if you have any questions, or need any additional information.

Sincerely,

Adrian de Leon

*Adrian de Leon*

Signature

06/21/2017

Date

[adrian@allpointscs.com](mailto:adrian@allpointscs.com)

512-659-0567





LOCATION MAP

N.T.S.

MAPSCO PAGE: 610L/610G/610F/610K  
MAPSCO GRID: WZ20/WZ21/WY21/WY20



*Land Surveyors, Inc.*

8333 Cross Park Drive

Austin, Texas 78754

Office: 512.374.9722

Registered Firm #10015100

## EXHIBIT A

### METES AND BOUNDS DESCRIPTION

BEING 1.633 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found for the northwest corner of said 32.89 acre tract, being the southwest corner of a 20.013 acre tract of land conveyed to George V. Launey IV and Susan Finkelstein by instrument of record in Document Number 2014121957 of the Official Public Records of Travis County, Texas and being in the east line of a 200.00 acre tract of land conveyed to the City of Austin by instrument of record in Volume 13257, Page 3045 of the Real Property Records of Travis County, Texas; from which a 1/2" rebar found for an angle point in the west line of the 32.89 acre tract, being the east line of said 200.00 acre tract bears South 06°47'07" East a distance of 89.99 feet (record: South 04°59' East a distance of 89.84 feet);

THENCE North 77°46'03" East (record: North 79°59' East), along the north line of the 32.89 acre tract and the south line of said 20.013 acre tract a distance of 243.20 feet to a calculated point for the POINT OF BEGINNING;

THENCE continue North 77°46'03" East (record: North 79°59' East), along the north line of the 32.89 acre tract and the south line of the 20.013 acre tract, passing at a distance of 455.36 feet a 1/2" rebar found in the north line of the 32.89 acre tract, being the southeast corner of the 20.013 acre tract and being the southwest corner of a 1.11 acre R.O.W. Easement Tract conveyed to John C. Kuhn by instrument of record in Document Number 2004121849 of the Official Public Records of Travis County, Texas and continue for a total distance of 459.66 feet to a calculated point;

THENCE crossing through the 32.89 acre tract the following two (2) courses:

1. South 03°36'17" East a distance of 313.19 feet to a calculated point;
2. North 65°21'01" West a distance of 515.93 feet to the POINT OF BEGINNING.

This parcel contains 1.633 acres of land, more or less, out of the J.R. Morgan Survey Number 56, Abstract Number 2554 in Travis County, Texas. Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83.

*Ronnie Wallace* 01/19/17

Ronnie Wallace

Date

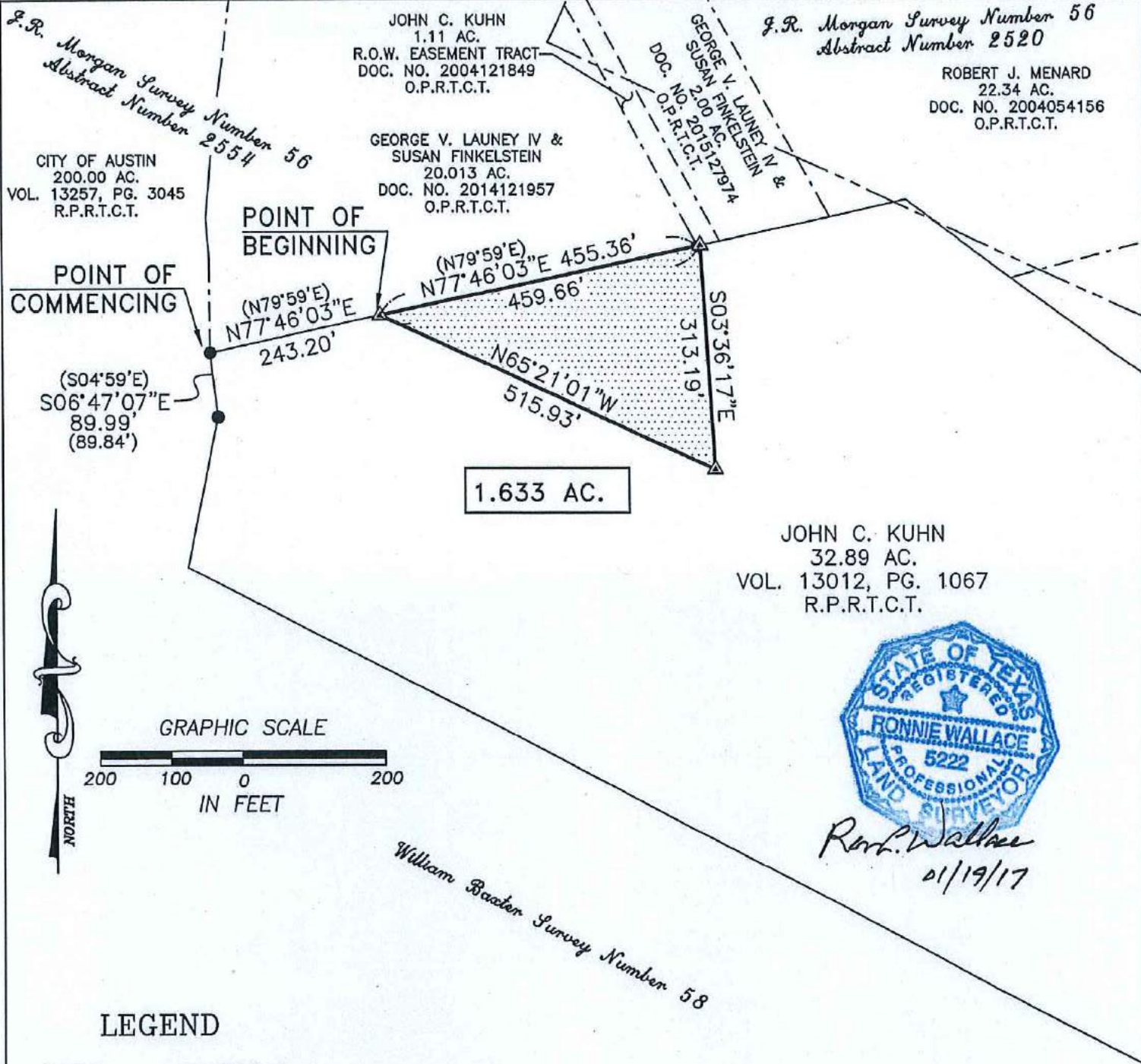
Registered Professional Land Surveyor

State of Texas No. 5222

File: S:\Projects\Preserve at Oak Hill\Docs\F\_Notes\CCN Area 1.633 Ac\_fn.doc







# LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
▲	CALCULATED POINT
( )	RECORD INFORMATION, VOL. 13012, PG. 1067, R.P.R.T.C.T.
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.	

SKETCH TO ACCOMPANY FIELD NOTES  
 OF 1.633 ACRES OF LAND OUT OF THE J.R. MORGAN  
 SURVEY NUMBER 56, ABSTRACT NUMBER 2554 IN  
 TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A  
 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C.  
 KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012,  
 PAGE 1067 OF THE REAL PROPERTY RECORDS OF  
 TRAVIS COUNTY, TEXAS

**BASELINE LAND SURVEYORS, INC.**  
 PROFESSIONAL LAND SURVEYING SERVICES  
 8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754  
 REGISTERED FIRM #10015100  
 OFFICE: 512.374.9722  
 ron-baseline@austin.tx.com

File: I:\Projects\Preserve at Oak Hill\Drawings\CCN Area 1.633 Ac.dwg	Job No.	Snapshot:
Scale (Hor.): 1"=200'	Scale (Vert.):	
Date: 01/18/17	Checked By: JSL	Drawn By: RLW





*Land Surveyors, Inc.*

*8333 Cross Park Drive*

*Austin, Texas 78754*

*Office: 512.374.9722*

*Registered Firm #10015100*

## **EXHIBIT B**

### **METES AND BOUNDS DESCRIPTION**

BEING 20.525 ACRES OF LAND OUT OF THE J.R. MORGAN SURVEY NUMBER 56, ABSTRACT NUMBER 2554 IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 32.89 ACRE TRACT OF LAND CONVEYED TO JOHN C. KUHN BY INSTRUMENT OF RECORD IN VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found for the southernmost southeast corner of said 32.89 acre tract, being the southeast corner of a 200.00 acre tract of land conveyed to the City of Austin by instrument of record in Volume 13257, Page 3045 of the Real Property Records of Travis County, Texas and being in the north right-of-way line of Circle Drive (65' R.O.W.);

THENCE along the southerly and westerly lines of the 32.89 acre tract and the easterly line of said 200.00 acre tract the following five (5) courses:

1. North 14°09'35" West a distance of 1095.95 feet (record: North 11°56' West a distance of 1096.25 feet) to a 1/2" rebar found;
2. North 62°20'31" West a distance of 1128.84 feet (record: North 60°06' West a distance of 1128.19 feet) to a 3/4" iron pipe found;
3. North 62°23'21" West a distance of 668.07 feet (record: North 60°10' West a distance of 668.66 feet) to a 1/2" rebar found for the southwest corner of the 32.89 acre tract;
4. North 11°21'57" East a distance of 215.39 feet (record: North 13°41' West a distance of 215.26 feet) to a 1/2" rebar found;
5. North 06°47'07" West a distance of 89.99 feet (record: North 04°59' West a distance of 89.84 feet) to a 1/2" rebar found for the northwest corner of the 32.89 acre tract, being the southwest corner of a 20.013 acre tract of land conveyed to George V. Launey IV and Susan Finkelstein by instrument of record in Document Number 2014121957 of the Official Public Records of Travis County, Texas;

THENCE North 77°46'03" East (record: North 79°59' East), along the north line of the 32.89 acre tract and the south line of said 20.013 acre tract a distance of 243.20 feet to a calculated point; from which a 1/2" rebar found in the north line of the 32.89 acre tract, being the southeast corner of the 20.013 acre tract and being the southwest corner of a 1.11 acre R.O.W. Easement Tract conveyed to John C. Kuhn by instrument of record in Document Number 2004121849 of the Official Public Records of Travis County, Texas bears North 77°46'03" East (record: North 79°59' East) a distance of 455.36 feet;



THENCE crossing through the 32.89 acre tract the following three (3) courses:

1. South 65°21'01" East a distance of 515.93 feet to a calculated point;
2. South 63°52'45" East a distance of 1072.59 feet to a calculated point;
3. South 13°10'14" East a distance of 128.72 feet to a calculated point in the east line of the 32.89 acre tract, being in the north line of an 8 acre tract of land conveyed to Juanita Reading by instrument of record in Volume 3831, Page 2023 of the Deed Records of Travis County, Texas;

THENCE South 50°04'41" West (record: South 52°19' West), along the east line of the 32.89 acre tract and the north line of said 8 acre tract a distance of 184.50 feet to a 1/2" rebar found for an angle point in the east line of the 32.89 acre tract, being the northwest corner of the 8 acre tract;

THENCE South 14°09'20" East (record: South 11°55' East), along the east line of the 32.89 acre tract and the west line of the 8 acre tract and the west line of a 2.66 acre tract of land conveyed to Nelson and Barbara Garrett by instrument of record in Volume 4432, Page 1920 of the Deed Records of Travis county, Texas a distance of 1321.50 feet (record: 1321.69 feet) to a 1/2" rebar found for the northernmost southeast corner of the 32.89 acre tract, being the southwest corner of said 2.66 acre tract and being in the north right-of-way line of said Circle Drive; from which a 3/4" iron pipe found for the southeast corner of the 2.66 acre tract, being the southwest corner of the 8 acre tract and being in the north right-of-way line of Circle Drive bears North 55°58'24" East (record: North 58°08' East) a distance of 292.12 feet;

THENCE South 55°51'42" West (record: South 58°04' West), along the easterly line of the 32.89 acre tract and the north right-of-way line of Circle Drive a distance of 63.66 feet (record: 63.74 feet) to the POINT OF BEGINNING.

This parcel contains 20.525 acres of land, more or less, out of the J.R. Morgan Survey Number 56, Abstract Number 2554 in Travis County, Texas. Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83.

Ronnie Wallace 01/19/17  
Ronnie Wallace Date

Registered Professional Land Surveyor

State of Texas No.5222

File: S:\Projects\Preserve at Oak Hill\Docs\F\_Notes\CCN Area 20.525 Ac.doc





JOHN C. KUHN  
32.89 AC.  
VOL. 13012, PG. 1067  
R.P.R.T.C.T.

J.R. Morgan Survey  
Abstract Number 2554

N62°20'31"W  
(N60°06'W)  
1128.84'  
(1128.19')

William Baxter Survey  
Number 58

CITY OF AUSTIN  
200.00 AC.  
VOL. 13257, PG. 3045  
R.P.R.T.C.T.

MATCHLINE  
SHEET 3  
SHEET 4

20.525 AC.



*Ron Wallace*  
01/19/17

CITY OF AUSTIN  
200.00 AC.  
VOL. 13257, PG. 3045  
R.P.R.T.C.T.

## LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
▲	NAIL FOUND
⊙	3/4 IRON PIPE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION, VOL. 13012, PG. 1067, R.P.R.T.C.T.
{ }	RECORD INFORMATION, VOL. 3831, PG. 2023, D.R.T.C.T.
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.	

SKETCH TO ACCOMPANY FIELD NOTES  
OF 20.525 ACRES OF LAND OUT OF THE J.R. MORGAN  
SURVEY NUMBER 56, ABSTRACT NUMBER 2554  
IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF  
A 32.89 ACRE TRACT OF LAND CONVEYED TO  
JOHN C. KUHN BY INSTRUMENT OF RECORD IN  
VOLUME 13012, PAGE 1067 OF THE REAL PROPERTY  
RECORDS OF TRAVIS COUNTY, TEXAS

POINT OF  
BEGINNING

## BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES

8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754

REGISTERED FIRM #10015100

OFFICE: 512.374.9722

ron-baseline@austin.tx.com

File: [Projects]Preserve at Oak Hill[Dwg]OON Area 20.525 AC.dwg

Job No.

Snapshot:

Scale (Hor.):

Scale (Vert.):

Date: 01/18/17

Checked By: JSL

Drawn By: RLW

SHEET

03 of 04



GRAPHIC SCALE

200 100 0 200  
IN FEET

J.R. Morgan Survey  
Abstract Number 2554

JUANITA READING  
8 AC.  
VOL. 3831, PG. 2023  
D.R.T.C.T.

NELSON &  
BARBARA GARRETT  
2.66 AC.  
VOL. 4432, PG. 1920  
D.R.T.C.T.

CIRCLE DRIVE  
(65' R.O.W.)

N55°58'24"E  
292.12'  
(S58°04'W)  
S55°51'42"W  
63.66'  
(63.74')

S14°09'20"E  
(S11°35'E)  
(1321.50')  
N14°09'35"W  
(N11°56'W)  
1095.95'  
(1096.25')

S63°52'45"E  
1072.59'  
S13°10'14"E  
128.72'  
S50°04'41"W  
(S52°19'41"W)  
184.50'



J.R. Morgan Survey Number 56  
Abstract Number 2554

CITY OF AUSTIN  
200.00 AC.  
VOL. 13257, PG. 3045  
R.P.R.T.C.T.

JOHN C. KUHN  
1.11 AC.  
R.O.W. EASEMENT TRACT  
DOC. NO. 2004121849  
O.P.R.T.C.T.

GEORGE V. LAUNEY IV &  
SUSAN FINKELSTEIN  
20.013 AC.  
DOC. NO. 2014121957  
O.P.R.T.C.T.

GEORGE V. LAUNEY IV &  
SUSAN FINKELSTEIN  
2.00 AC.  
DOC. NO. 2015127974  
O.P.R.T.C.T.

J.R. Morgan Survey Number 56  
Abstract Number 2520

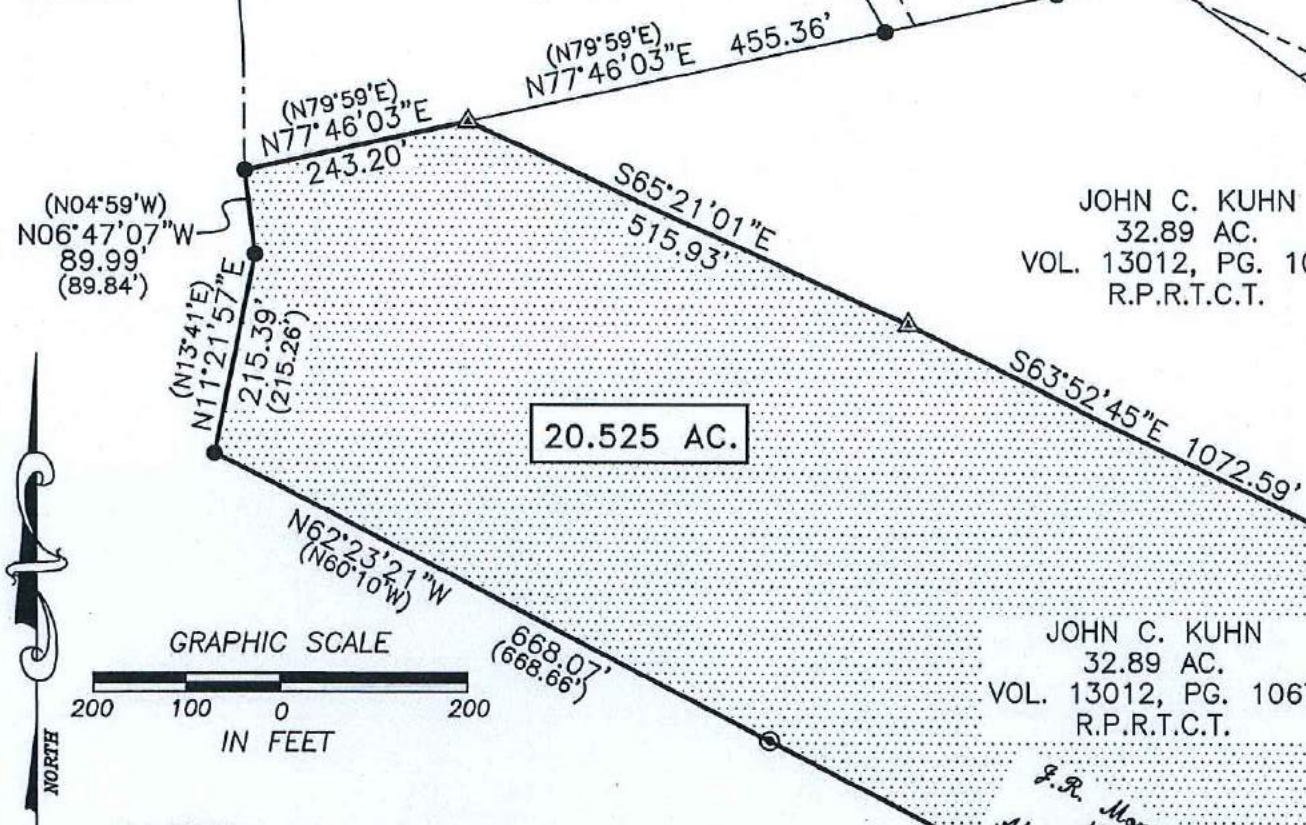
ROBERT J. MENARD  
22.34 AC.  
DOC. NO. 2004054156  
O.P.R.T.C.T.

JOHN C. KUHN  
32.89 AC.  
VOL. 13012, PG. 1067  
R.P.R.T.C.T.

JOHN C. KUHN  
32.89 AC.  
VOL. 13012, PG. 1067  
R.P.R.T.C.T.

J.R. Morgan Survey  
Abstract Number 2554  
N62°20'31"W  
(N60°06'W)  
1128.84'  
(1128.19')  
William Baxter Survey  
Number 58

CITY OF AUSTIN  
200.00 AC.  
VOL. 13257, PG. 3045  
R.P.R.T.C.T.



# LEGEND

SYMBOL	DESCRIPTION
●	1/2" REBAR FOUND
▲	NAIL FOUND
⊙	3/4" IRON PIPE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION, VOL. 13012, PG. 1067, R.P.R.T.C.T.
{ }	RECORD INFORMATION, VOL. 3831, PG. 2023, D.R.T.C.T.
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
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## BASELINE LAND SURVEYORS, INC.

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8333 CROSS PARK DRIVE AUSTIN, TEXAS 78754  
REGISTERED FIRM #10015100  
OFFICE: 512.374.9722  
ron-baseline@austin.rr.com

File: [Projects]Preserve at Oak Hill[Dwg]CCH Area 20.525 Ac.dwg	Snapshot:
Job No.	Scale (Hor.): 1"=200'
Date: 01/18/17	Scale (Vert.):
Checked By: JSL	Drawn By: RLW

MATCHLINE  
SHEET 3  
SHEET 4

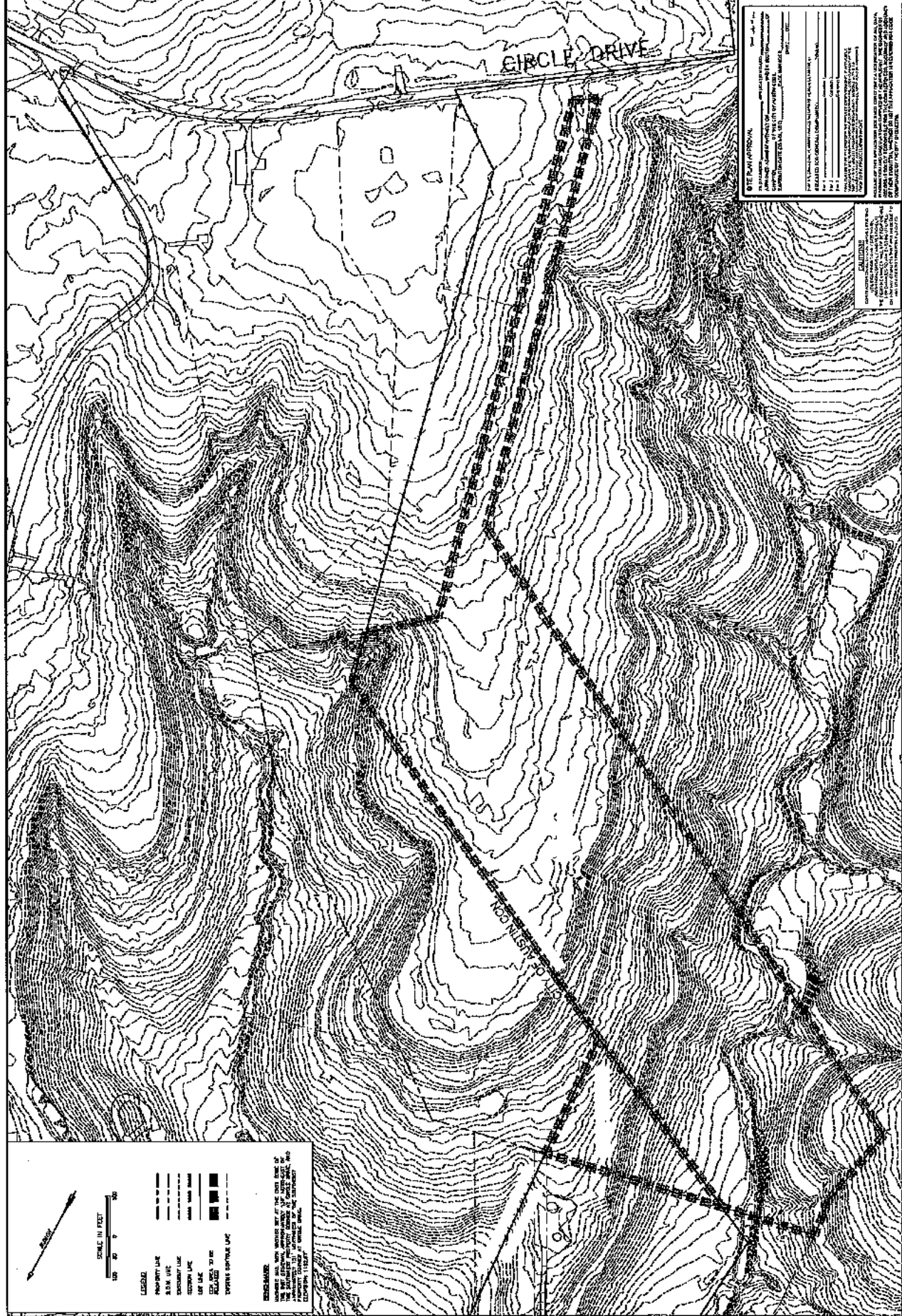


Project: 10  
Drawing: 10  
Scale: 1" = 100'  
Date: 10/10/10  
Checked By: SHJ  
Drawn By: Lym  
Signature: \_\_\_\_\_  
Job No.: \_\_\_\_\_  
Scale: 1" = 100'  
Date: 10/10/10



PRESERVE AT OAK HILL  
CCN EXHIBIT  
AUSTIN, TX. 78736

JAMISON CIVIL ENGINEERING LLC  
JCE  
13612 RESEARCH BLVD., #5-2  
AUSTIN, TEXAS 78750  
OFFICE: (737) 444-0880  
INFO@JAMISONENG.COM



**LEGEND**

- 100' contour line
- 50' contour line
- 25' contour line
- 10' contour line
- 5' contour line
- 1' contour line
- 0' contour line
- 100' contour line
- 50' contour line
- 25' contour line
- 10' contour line
- 5' contour line
- 1' contour line
- 0' contour line

**SCALE IN FEET**

100 50 0

**NOTES:**

1. THIS MAP WAS PREPARED BY THE ENGINEER AT THE TIME OF THE SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

2. THE ENGINEER IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

3. THE ENGINEER IS NOT RESPONSIBLE FOR ANY CHANGES TO THIS MAP.

4. THE ENGINEER IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE USE OF THIS MAP.



## **V. STAFF REPORTS**

# ITEM A

General Manager's Report  
July 20, 2017

1. Attended Leadership Hays County Utility and Roads panel discussions with Ray Whisenant on June 13, 2017.
2. Met with Marci O'Connell of MUD 5, Sharyl Burshnick, Dennis Lozano and Curtis Wilson to discuss raw water line air release valve venting project on June 14, 2017.
3. PUA and LG monthly project call on June 19, 2017. Revised and streamlined SER and NSSA processes to reduce administrative/legal administrative time and costs.
4. Presentation and Q and A with Lake Pointe HOA on June 19, 2017. Scott Wetzel and Dennis Lozano participated.
5. Monthly meeting with Murfee Engineering on June 22, 2017. Working on the following projects:
  - a. TCEQ Major TLAP Amendment.
  - b. Second Raw Water Line Permitting and Design.
  - c. Proposal to Interconnect 290 and 71 Systems.
  - d. City of Austin Emergency Interconnect and possible 4MGD supply from Austin.
  - e. Proposal to repair deteriorated sanitary sewer manholes in Lakepointe.
  - f. 12" effluent line from Bohl's to CCNG.
6. Kelly Kirkley, Staff Accountant, started June 26, 2017.
7. 30-day notice of Agreement termination sent to Municipal Accounts on June 26, 2017. All accounting operations in-house by August 1, 2017.
8. Received TCEQ follow up letter on June 26, 2017 from two-day inspection in May. Only a few corrective actions to be completed. All alleged violations resolved.
9. Deer Creek Ranch called on June 28, 2017 to advise water system is being sold. We will coordinate with LG regarding the assignment of the wholesale contract to the new owner.
10. Lizzy Black, Executive Assistant, is returning to school full time to pursue a nursing degree. Her last day was June 30, 2017. Interviews for replacement complete through HT Staffing. Charlene Bethel to start on July 24, 2017.
11. Mandatory Stage 2 Watering Restrictions went into effect July 1, 2017.
12. Advertised first annual chemical and sludge hauling bid. Bids received on July 6, 2017. Low bidders:

- a. Chemicals: Brenntag.
  - b. Sludge: Wastewater Transport.
- 13. Advertised Lakepointe WWTP Improvements bid. Bids received on July 6, 2017. Low bidder was Excel Construction, \$350,500, who withdrew after advising of bidding error. Next lowest bidder was PrimeSpec Construction, LLC at \$438,000. Engineer's estimate, \$394,000.
- 14. CCNG and PUA Operations Team meeting on July 7, 2017.
- 15. Uplands WTP rehabilitation design kick-off meeting with the Wallace Group on July 11, 2017.
- 16. Attended Blanco River/Onion Creek Water Forum in Wimberly, Texas on July 13, 2017.
- 17. Completed beneficial use effluent agreement for residential common areas and submitted to CCNG for review.
- 18. Completed preparation of Assignment of CCNG Agreements and Easements from LCRA to the PUA.
- 19. Ongoing meetings with MUD 12 on settlement Term Sheet.
- 20. Completed audit of Murfee Engineering and Peacock Systems (IT Vendor) invoices. Implementing revised contractual procedures.
- 21. Completed salary study with HR Matters Global. Presentation to Board at August meeting.
- 22. Staff completed DISC personality and behavioral assessments. Follow-up reviews to be scheduled.



**West Travis County Public Utility Agency  
Memorandum**

TO: Board of Directors

FROM: Robert Pugh, General Manager

CC: Stefanie Albright

SUBJECT: Service Extension Request (SER) and Non-Standard Template (NSSA) Policy and Procedures

DATE: June 27, 2017

---

Background

Per Section 6.0 of the PUA's Tariff, "Non-Standard Service" is defined as service to Non-Residential, Multi-Unit, Irrigation, Fire Hydrant, or Effluent meters, or that is for Residential service for a meter which is larger than  $\frac{3}{4}$ " or for service in which a meter box is not in the ground.

Per Section 2.04 (j) of the PUA's Tariff, General Provisions for Water and Wastewater Service, "Customer Service Applications for New Non-Standard Service will be processed through the WTCPUA's Service Extension Request (SER) process. Applicants will be invoiced for an initial SER Application Fee. All invoices for SER Application Fees will be generated with the WTCPUA's billing software system. All fees shall be submitted through the WTCPUA's Customer Service Center. The SER Application Fee is determined based upon the number of Living Unit Equivalents (LUEs) requested in the Application and is set forth in Appendix C. The SER Application Fee recovers expenses associated with PUA staff time associated with application processing." Per Tariff, additional Fees can include consulting, engineering review, and legal fees.

Historically, for service applications determined to be non-standard, customers have been required to enter into a Non-Standard Service Agreement (NSSA) within 90 days of issuance of Preliminary Finding of Capacity to Serve (PFCS) letters. Part of the reasoning for requiring NSSAs is to have a formal agreement whereby customers agree to pay Reservation Fees as required per Appendix C.

NSSAs have even been required for one LUE residential non-standard service. As a result, a backlog of NSSAs has developed requiring tracking and follow-up to ensure that NSSAs are completed and executed. For these NSSAs the tracking process has become burdensome and unnecessary because:

1. Most connections are made prior to the end of the six-month grace period to make the first Reservation Fee Payment, obviating the need for tracking, billing and collecting Reservation Fees.

2. The scope of engineering and field modification costs are relatively straight forward and collected when customers enter into a Service Agreement and pay impact (connection) fees to establish service. Also, legal fee costing, tracking and billing are generally not required for these smaller LUE, straight forward applications.

#### Analysis and Recommendations

Inasmuch as the Tariff does not require NSSAs for non-standard service, staff recommends that the PUA have the flexibility to streamline processing as follows.

For all SERs staff will determine, on a case by case basis, if a formal NSSA will be required. This will typically include larger, complex developer or commercial projects that require cost sharing, reimbursement, or construction or relocation of PUA infrastructure to facilitate service.

For other SERs such as small LUE residential and commercial service, staff will specify required terms in a Service Agreement (SA) letter or standard template NSSA, either of which will not require legal review. The SA or standard template NSSA will require that the applicant pay all required engineering, consulting, and legal fees as necessary. The SA and standard template NSSA would have a signature block for the applicant to sign and return to the PUA. This will result in more streamlined and timely processing for these types of applications.

In either case, Reservation Fee tracking, billing and receipt processing will be completed as required per Appendix C Tariff provisions.

Thank you for your consideration. Please contact me with any questions.

# **West Travis County Public Utility Agency**

## **Purchasing Policy**

The West Travis County Public Utility Agency (Agency) establishes the following purchasing policy to ensure cost effective and efficient procurement of goods and services.

Before any purchases are made the General Manager or his designees shall ensure that, per the Agency's Budgeting Policy, proposed purchases are in accordance with approved budget line items. In all purchases, efforts should be made to obtain the best pricing and value for the Agency.

For contracts or purchases for goods, including equipment, materials and machinery over \$75,000, the Board shall require competitive sealed bids, advertise the letting of the contract or purchase, including the general conditions, time, and place of opening of sealed bids. Board approval is required before execution of any contracts.

For contracts or purchases for goods, including equipment, materials and machinery, over \$25,000 but not more than \$75,000, the Board shall solicit written competitive quotes on uniform written specifications from at least three vendors. Board approval is required before execution of any contracts.

For contracts or purchases for goods, including equipment, materials and machinery of not more than \$25,000, the Board is not required to advertise or seek competitive bids or quotes. The General Manager shall have the authority to make purchases of not more than \$25,000 without prior Board approval, provided purchases are made in accordance with the Agency's Budgeting Policy.

Purchase orders shall be required for purchases of goods or services greater than \$10,000 unless prior approval is obtained from the Agency's General Manager.

The above contract provisions do not apply to:

- (1) Equipment, materials, or machinery purchased by the Agency at an auction that is open to the public.
- (2) Contracts for personal or professional services or for a utility service operator.
- (3) Contracts for services or property for which there is only one source or for which it is otherwise impracticable to obtain competition.
- (4) High technology procurements.
- (5) Contracts for the purchase of electricity for use by the Agency.
- (6) Contracts for services related to compliance with a state or federal construction storm water requirement, including acquisition of permits, construction, repair, and removal of

temporary erosion control devices, cleaning of silt and debris from streets and storm sewers, monitoring of construction sites, and preparation and filing of all required reports.

(7) Purchases made through Buy Boards or similar purchasing cooperatives.

If changes in plans or specifications are necessary after the performance of a contract is begun, or if it is necessary to decrease or increase the quantity of the work to be performed or of the materials, equipment, or supplies to be furnished, change orders shall be approved as follows:

The General Manager or his designee shall have the authority to approve a change order that involves an increase or decrease of \$25,000 or less or less than 25% of the original contract price without prior Board approval. Change orders of more than \$25,000 or more than 25% of the original contract price shall require prior Board approval.

The Agency is not required to advertise or seek competitive bids for the repair of Agency facilities if the scope or extent of the repair work cannot be readily ascertained or if the nature of the repair work does not readily lend itself to competitive bidding.

The Agency is not required to advertise or seek competitive bids for security or surveillance systems or components of or additions to Agency facilities relating to security or surveillance, including systems used for the prevention of terrorist or criminal acts and incidents or acts of war, if the Board finds that doing so would compromise the safety and security of Agency facilities or residents.

If the Agency experiences an emergency condition that may create a serious health hazard or unreasonable economic loss to the Agency that requires immediate corrective action, the General Manager may negotiate limited duration contracts or make purchases without competitive bidding or obtaining three quotes to remedy the condition. The General Manager shall notify the Board promptly of the emergency and submit to the Board details describing the specific serious health hazard or unreasonable economic loss as soon as practicable following the issuance of the contracts. Whenever possible, the General Manager should obtain prior approval of the Board before authorizing the contract or purchases, but failure to obtain prior approval shall not void the contract or purchases.

Agency Management staff, as designated by the General Manager, shall have the authority to purchase goods or services up to \$5,000 without prior General Manager approval. The Operations Manager shall have the authority to purchase goods or services up to \$10,000 without prior General Manager approval. Purchases may be made by purchase order or credit card.

Agency Supervisory staff, as designated by the General Manager, shall have the authority to purchase goods or services up to \$2,500 without prior Agency Management staff approval and up to \$5,000 with prior Agency Management staff approval. Purchases may be made by purchase order or credit card.



Credit cards will only be issued to staff as approved by the General Manager. For all purchases made by credit card pursuant to this Purchasing Policy, receipts shall be provided to the Controller as soon as practicable following the purchase.

The General Manager or Controller may authorize the execution of revolving credit card or purchasing accounts for the purchase of regularly needed goods, materials, services, inventory or supplies per monthly line item budget limits. Items include but are not limited to:

- a. Chemicals.
- b. Utilities.
- c. Meters.
- d. Tools and field supplies.
- e. Office supplies.
- f. Janitorial services.
- g. Repair parts.

In selecting attorneys, engineers, auditors, financial advisors, or other professional consultants, the Agency shall follow the procedures provided in Subchapter A, Chapter 2254, Government Code (Professional Services Procurement Act). Specifically, the Agency may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

- (1) On the basis of demonstrated competence and qualifications to perform the services.
- (2) For a fair and reasonable price.
- (3) The professional fees under the contract may not exceed any maximum provided by law.

A contract for technical, scientific, legal, fiscal, or other professional services must be approved by the Board unless specifically delegated by Board action. The terms and conditions of such a contract, including the terms for payment, are subject to the decision of the Board unless specifically delegated by Board action.

The General Manager or Controller may sign checks for purchases equal to or less than the \$25,000 General Manager purchasing threshold in this Policy.

The General Manager or Controller may sign checks for purchases above the \$25,000 General Manager purchasing threshold in this Policy only after Board approval has been obtained. This \$25,000 check signing threshold may be exceeded for emergency conditions as outlined in this Purchasing Policy.

Checks above \$50,000 shall have two signatures of either the General Manager, Controller or Board Members.

The Controller is authorized to make inter-fund transfers between Agency bank accounts.

A check register detailing all payments made by the Agency and all invoices for purchases which require Board approval, and other invoices requested by the Board, will be provided to the Board at the next regularly scheduled Board meeting. Payments requiring Board approval shall be included on the consent agenda for such approval.

## **ITEM C**

## MURFEE ENGINEERING COMPANY, INC.


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

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

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**DATE:** July 12<sup>th</sup>, 2017

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

**FROM:** Dennis Lozano, P.E. 

**RE:** Capital Improvements Plan Projects Update – July 2017

**CC:** Rob Pugh – WTCPUA  
Curtis Wilson – WTCPUA  
George Murfee, P.E.

**MEC File No.:** 11051.10

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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 contract for mitigation credits has been reviewed by WTCPUA legal and executed and finishing touches on the EA & HCP should be finalized this month. Following finalization of the documents a public comment period will begin administrative processing of the 10(a) Incidental Take Permit (ITP).

Phase I of the design survey has been completed and fine tuning of the alignment is underway. Updates have been provided to the Lake Pointe HOA and West Travis County MUD No. 3 at their request. Once the alignment is closer to final we will initiate dialogue with the Lake Pointe HOA, WTCMUD Nos. 3 & 5, and the Lake Travis ISD regarding easements.

### **Wastewater Permit Major Amendment**

The staff-initiated minor amendment has become final and unappealable. A draft submittal package for the major amendment application including the direct potable reuse disposal mechanism has been prepared and is undergoing final review. Submittal will be made this month.

### **1080 Bee Cave Transmission Main Preliminary Engineering**

Alternatives analysis to evaluate for cost and constructability of the identified alternatives has been reviewed and incorporated into the draft of the Preliminary Engineering Report. Cost estimates have been prepared and reviewed. Research is ongoing into conflicts with existing utilities.

### **Beneficial Water Recycling Project**

The sampling protocol is underway and results are being catalogued and digitized as they are received. With manufacturer dialogue to begin equipment specification and site layout and mechanical section drawings for the treatment process is ongoing.

### **1340 Transmission Main**

Easement procurement is ongoing and nearing completion. Final easements are required to secure City of Austin approval. Revised grading plans provided by CMA for Ledgestone have been reviewed, a solution determined, and revised plan and profile sheets are in development.

### **1340 Elevated Storage Tank**

Site approvals have been secured and construction plans are under final review. The project is anticipated to bid in Q3 2017.

### **SH71 1280 Elevated Storage Tank**

All punchlist items have been satisfactorily addressed and the only outstanding item is establishment of permanent revegetation.

### **Raw Water Intake Expansion and Rehabilitation**

Preparation of construction plans and specifications is nearing completion. The project is anticipated to bid within 60 days.

### **Bohls WWTP Expansion Design**

Unit process sizing is ongoing. A base map of the site has been consolidated and is being evaluated for process layout. The effort is informing and in coordination with the TLAP Major Amendment Project.

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

Conceptual design is complete and a site plan exemption request was submitted to the City of Austin which was denied. We are currently assessing the options regarding the full site plan process at the City of Austin given the existing site constraints and requirements of the applicable ordinances.

## 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	Permitting	\$495,560	\$52,900	\$548,460	98%	Q2 2017	Q4 2018
Wastewater Permit Major Amendment	Pre-submittal	\$51,000	N/A	\$150,000	97%	Q2 2017	2018-2019
1080 Bee Cave Transmission Main	Preliminary Engineering	\$103,500	N/A	N/A	70%	Q3 2017	Q4 2018
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	65%	Q4 2017	Q3 2018
1340 Transmission Main	Permitting & Design	\$230,730	N/A	\$230,730	98%	Q2 2017	Q2 2018
1340 Elevated Storage Tank	Permitting & Design	\$363,000	N/A	\$363,000	85%	Q2 2017	Q3 2018
SH71 1280 EST	Construction	\$1,700,000	\$33,816	\$1,900,000	99%	Q1 2017	Q2 2017
RWI Expansion & Rehab	Design	\$117,480	N/A	\$117,480	80%	Q3 2017	Q2 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	5%	Q2 2018	Q3 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	10	Q4 2017	Q3 2018

- - Does not include legal or other consulting fees unless they are sub-consultants to MEC





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

12117 Bee Cave Road  
Building 3, Suite 120  
Bee Cave, Texas 78738  
Office: 512/263-0100  
Fax: 512/263-2289  
wtcpua.org

# **Operations Report**

## **July 15, 2017**

### **Executive Summary**

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

The TCEQ received adequate documentation for the Comprehensive Compliance Investigation of the WW System performed on May 9 and 10, 2017. The alleged violations were all noted and resolved. I would like to recognize all the hard work from the Wastewater Plant staff and everyone else who assisted in collecting and gathering the documentation required to make this a successful TCEQ inspection.

In follow up to our Stage 2 Drought Contingency Plan, employees will begin monitoring the distribution system after hours for residents who are watering outside of their designated schedule. Employees will patrol different areas of the system between 12am and 4 am. during various days of the week. The additional staff will also help plant operators with responding to routine service calls which will allow the operators to remain at the plant during peak demand and perform plant adjustments.

### **Critical Issues**

Water demand is slowly beginning to increase. The operations will be closely monitored 24 hours a day during the months of July and August to ensure we meet water demand and stay within State and Federal requirements for safe drinking water production.

### **Noteworthy Events**

Mr. Javier Rangel successfully obtained his D Surface Water License from the TCEQ. Javier has worked at this facility for 3 years as a meter reader and has demonstrated the determination and skills to advance into a water plant operator position.

### **Environmental Compliance**

All TCEQ compliance parameters were within State limits during the month of June 2017. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.



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### **Process Overview of Month:**

<b>Water Treatment Plant</b>	<b>Actual</b>
AVG Raw Water	9.63 MGD
AVG Treated Water	8.96 MGD
PEAK Treated Water	13.14 MGD
AVG Turbidity	0.11 NTU
AVG Chlorine	2.89 mg/l

<b>Lake Point WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.387 MGD	0.675 MGD
MAX Flow	0.463 MGD	
AVG BOD	2.89 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/l
AVG NH3	0.38 mg/l	2 mg/l
AVG Turbidity	1.27 mg/l	3 mg/l

<b>Bohls WWTP</b>	<b>Actual</b>	<b>Permit Limit</b>
AVG Flow	0.196 MGD	0.325 MGD
MAX Flow	0.308 MGD	
AVG BOD	1.89 mg/l	5 mg/l
AVG Fec.Coli	1.33 mg/l	20 mg/l
AVG NH3	0.06 mg/l	2 mg/l
AVG Turbidity	1.03 mg/l	3 mg/l

### **Other Performance Measures**

During the month of June approximately 263,000 gallons of water were flushed from different areas of the system. The flushing program is moving water through different parts of the system and improving water quality. We are receiving fewer calls about water odors and cloudy water.

### **Public Relations**

Cub Scout Pack 72 will tour the Water Treatment Plant Saturday, July 22<sup>nd</sup> at 2:00 pm. The scouts will have a chance to tour the facility and ask questions about water production. Activity books about water conservation on other watering tips will be handed out. Activity books and other material was provided free of charge by TCEQ and TWDB.

### **Safety Performance**

There were zero reportable injuries for the month of June. The Accident and Safety Policy Manual was issued to each employee. All employees signed form to acknowledge receipt of ASPM.

Safety topic(s) this month:

Heat Awareness and Lock Out/Tag Out Safety.

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## Security

No security concerns or issues.

## Personnel

Mr. Chris Gonzales, Wastewater Treatment Operator is a new hire that is scheduled to begin on Monday, July 17, 2017. Mr. Gonzales has over 16 years of experience in the industry and has worked for the City of Austin Water Utility and Wastewater Transport Services.

There are 21 positions within the Operations Division. After the onboarding of Mr. Gonzales one vacancy will remain. This vacancy is currently filled by Mr. Michael Arriaga, an employee from a temporary staffing agency.

## Miscellaneous

- Staff was reminded about the importance of reporting anyone they see tampering with water connections, fire hydrants, manholes, flush valves, or any other part of the utility system.
- Fire hydrants in Lakepoint area were all tested and painted silver. Other areas throughout the system will be tested and painted by priority.
- The carbon media for the air filters at Lakepoint WWTP was replaced. Media is recommended by the manufacturer to be replaced every 6 months.
- The generator service agreement is scheduled to begin this month. All 17 generators will be checked and all required PM will be performed.

## 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 bookkeepers report.*



## Summary of Retail Billed Revenues Water Utility

Bee Cave District	May 4/09-5/09	June 5/10-6/8	July 6/9-7/8	August 7/10-8/9	September 8/10-9/09	October 9/10-10/7	November 10/8-11/8	December 11/9-12/8	January 12/-1/9	February 1/10-2/8	March 2/9-3/9	April 3/10-4/7	May 4/8-5/9	12 Month Total
Commercial Water	\$ 20,256	\$ 26,251	\$ 30,383	\$ 42,134	\$ 36,112	\$ 28,666	\$ 29,799	\$ 25,020	\$ 19,143	\$ 18,445	\$ 21,223	\$ 26,176	\$ 23,768	\$ 347,375
Commercial Base Water	21,253	20,955	20,979	21,085	21,102	21,123	21,560	21,651	21,660	21,900	22,059	22,071	22,071	\$ 279,469
Fire Hydrant Water	796	1,121	1,681	6,096	7,510	9,389	9,946	4,736	3,436	2,853	8,870	4,787	10,407	\$ 71,628
Multi Use Water	45,667	48,330	45,525	48,292	47,092	47,430	47,704	48,522	52,242	54,139	52,519	51,252	48,805	\$ 637,519
Residential Base Water	114,948	115,208	115,614	115,799	115,778	115,705	118,096	118,075	118,081	118,029	118,359	118,567	118,891	\$ 1,521,149
Residential Water	154,885	155,030	340,311	617,939	376,263	314,945	351,055	165,812	129,095	127,495	135,963	168,779	271,360	\$ 3,308,932
Irrigation Water	34,254	44,759	66,017	154,297	95,339	94,449	104,500	94,394	29,766	24,522	31,908	50,628	61,039	\$ 885,872
<b>TOTALS</b>	<b>\$ 392,058</b>	<b>\$ 411,655</b>	<b>\$ 620,510</b>	<b>\$ 1,005,642</b>	<b>\$ 699,197</b>	<b>\$ 631,708</b>	<b>\$ 682,660</b>	<b>\$ 478,209</b>	<b>\$ 373,421</b>	<b>\$ 367,384</b>	<b>\$ 390,902</b>	<b>\$ 442,259</b>	<b>\$ 556,340</b>	<b>\$ 7,051,945</b>

Bee Cave South	May 4/30-5/31	June 6/01-6/29	July 6/30-7/28	August 7/29-8/29	September 8/30-9/28	October 9/29-10/28	November 10/29-11/29	December 11/30-12/30	January 12/31-1/30	February 1/31-2/28	March 3/1-3/29	April 3/30-4/28	May 4/29-5/30	12 Month Total
Commercial Water	\$ 19,086	\$ 25,769	\$ 28,011	\$ 27,478	\$ 30,519	\$ 23,134	\$ 21,207	\$ 18,828	\$ 21,375	\$ 22,503	\$ 22,795	\$ 25,138	\$ 26,373	\$ 312,215
Commercial Base Water	6,063	6,111	6,039	6,021	6,071	6,156	6,239	6,747	6,872	6,965	7,026	7,026	6,972	\$ 84,310
Fire Hydrant Water	1,544	1,584	5,847	6,517	4,565	8,993	4,724	3,599	3,163	3,083	1,365	932	1,254	\$ 47,169
Residential Base Water	74,274	74,273	74,341	74,393	74,576	74,730	75,075	75,038	75,002	74,995	74,948	74,968	75,013	\$ 971,626
Residential Water	63,632	88,329	203,458	144,325	95,280	103,287	90,187	62,996	63,243	62,596	67,904	88,508	118,857	\$ 1,252,602
<b>TOTALS</b>	<b>\$ 164,599</b>	<b>\$ 196,066</b>	<b>\$ 317,695</b>	<b>\$ 258,735</b>	<b>\$ 211,011</b>	<b>\$ 216,299</b>	<b>\$ 197,432</b>	<b>\$ 167,208</b>	<b>\$ 169,655</b>	<b>\$ 170,143</b>	<b>\$ 174,038</b>	<b>\$ 196,573</b>	<b>\$ 228,469</b>	<b>\$ 2,667,922</b>

Homestead / Meadow Fox	May 4/21-5/19	June 5/20-6/20	July 6/21-7/20	August 7/21-8/18	September 8/19-9/19	October 9/20-10/19	November 10/20-11/18	December 11/19-12/19	January 12/20-1/19	February 1/20-2/17	March 2/18-3/20	April 3/21-4/19	May 4/20-5-18	12 Month Total
Residential Base Water	\$ 6,753	\$ 6,756	\$ 6,759	\$ 6,744	\$ 6,754	\$ 6,753	\$ 6,819	\$ 6,819	\$ 6,862	\$ 6,751	\$ 6,916	\$ 6,915	\$ 6,913	\$ 88,514
Residential Water	4,696	5,399	12,693	16,580	18,145	9,222	8,553	6,889	8,121	5,054	5,933	10,417	10,379	\$ 122,081
<b>TOTALS</b>	<b>\$ 11,449</b>	<b>\$ 12,156</b>	<b>\$ 19,452</b>	<b>\$ 23,324</b>	<b>\$ 24,900</b>	<b>\$ 15,975</b>	<b>\$ 15,372</b>	<b>\$ 13,707</b>	<b>\$ 14,983</b>	<b>\$ 11,805</b>	<b>\$ 12,849</b>	<b>\$ 17,331</b>	<b>\$ 17,292</b>	<b>\$ 210,594</b>

290 / HPR	May 04/23-5/23	June 5/24-6/22	July 6/23-7/22	August 7/23-8/22	September 8/23-9/23	October 9/24-10/21	November 10/22-11/22	December 11/23-12/21	January 12/22-1/20	February 1/21-2/21	March 2/22-3/22	April 3/23-4/21	May 4/22-5/22	12 Month Total
Commercial Water	\$ 3,850	\$ 4,352	\$ 5,265	\$ 5,421	\$ 5,740	\$ 4,305	\$ 4,122	\$ 3,895	\$ 3,594	\$ 3,618	\$ 4,470	\$ 4,505	\$ 4,402	\$ 57,542
Commercial Base Water	1,811	1,828	1,828	1,828	1,828	1,828	1,857	1,988	2,349	2,349	2,349	2,295	2,295	\$ 26,435
Fire Hydrant Water	6,696	11,585	417	621	536	654	531	60	985	3,177	2,459	4,844	13,084	\$ 45,650
Residential Base Water	103,473	104,224	104,745	105,454	106,338	107,082	109,829	110,046	110,315	110,710	111,080	112,022.26	112,597	\$ 1,295,892
Residential Water	107,332	133,369	386,986	336,481	203,183	229,418	189,654	117,070	95,894	105,367	119,606	168,533	263,441	\$ 2,456,334
Irrigation Water	22,140	39,372	31,942	53,003	31,365	35,794	20,671	10,929	4,181	4,022	8,694	6,065	13,488	\$ 281,665
<b>TOTALS</b>	<b>\$ 245,302</b>	<b>\$ 294,729</b>	<b>\$ 531,183</b>	<b>\$ 502,810</b>	<b>\$ 348,991</b>	<b>\$ 379,082</b>	<b>\$ 326,664</b>	<b>\$ 243,988</b>	<b>\$ 217,318</b>	<b>\$ 229,244</b>	<b>\$ 248,658</b>	<b>\$ 186,242</b>	<b>\$ 409,306</b>	<b>\$ 4,163,517</b>

GRAND TOTALS	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Commercial Water	\$ 43,192	\$ 56,373	\$ 63,658	\$ 75,033	\$ 72,372	\$ 56,105	\$ 55,128	\$ 47,743	\$ 44,112	\$ 44,567	\$ 48,488	\$ 55,818	\$ 54,543	\$ 717,132
Commercial Base Water	29,128	28,894	28,846	\$ 28,934	\$ 29,002	\$ 29,108	\$ 29,656	\$ 30,386	\$ 30,881	\$ 31,215	\$ 31,434	\$ 31,392	\$ 31,338	\$ 390,215
Fire Hydrant Water	9,037	14,290	7,945	\$ 13,235	\$ 12,610	\$ 19,036	\$ 15,201	\$ 8,395	\$ 7,583	\$ 9,113	\$ 12,694	\$ 10,564	\$ 24,744	\$ 164,448
Multi Use Water	45,667	226,827	224,610	\$ 228,139	\$ 228,007	\$ 229,241	\$ 232,608	\$ 233,605	\$ 237,558	\$ 239,844	\$ 238,547	\$ 126,220	\$ 236,415	\$ 2,727,290
Residential Base Water	299,447	300,461	301,458	302,390	303,446	304,269	309,819	309,978	310,260	310,485	311,304	200,450	\$ 501,188	\$ 4,064,955
Residential Water	330,545	382,128	943,447	1,115,326	692,871	656,872	639,449	352,767	296,353	300,512	329,405	436,236	\$ 513,316	\$ 6,989,228
Irrigation Water	56,394	339,488	597,200	\$ 657,107	\$ 444,330	\$ 473,530	\$ 431,164	\$ 338,381	\$ 247,083	\$ 253,767	\$ 280,567	\$ 236,870	\$ 470,345	\$ 4,826,226
<b>TOTALS</b>	<b>\$ 813,409</b>	<b>\$ 1,348,461</b>	<b>\$ 2,167,165</b>	<b>\$ 2,420,165</b>	<b>\$ 1,782,638</b>	<b>\$ 1,768,162</b>	<b>\$ 1,713,025</b>	<b>\$ 1,321,255</b>	<b>\$ 1,173,830</b>	<b>\$ 1,189,503</b>	<b>\$ 1,252,440</b>	<b>\$ 1,097,551</b>	<b>\$ 1,831,890</b>	<b>\$ 19,879,493</b>

### FYE 2016 Budgeted Revenues

Retail Water	\$ 11,008,034
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**Summary of Retail Billed Revenues  
Wastewater Utility**

Bee Cave District	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Commercial Sewer	\$ 51,722	\$ 53,369	\$ 57,038	\$ 64,401	\$ 63,944	\$ 58,168	\$ 57,210	\$ 54,686	\$ 48,602	\$ 51,429	\$ 47,045	\$ 58,628	\$ 55,186	\$ 721,428
Multi Use Sewer	\$ 58,579	\$ 61,369	\$ 58,296	\$ 61,228	\$ 59,997	\$ 60,334	\$ 60,632	\$ 61,502	\$ 63,896	\$ 66,645	\$ 64,756	\$ 62,614	\$ 61,776	\$ 801,624
Grinder Surcharge	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,002	\$ 1,000	\$ 998	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 998	\$ 12,998
Residential Sewer	\$ 173,909	\$ 173,309	\$ 183,600	\$ 188,462	\$ 184,520	\$ 181,252	\$ 204,828	\$ 192,919	\$ 187,033	\$ 186,123	\$ 185,573	\$ 273,737	\$ 205,609	\$ 2,520,875
<b>TOTALS</b>	<b>\$ 285,210</b>	<b>\$ 289,047</b>	<b>\$ 299,934</b>	<b>\$ 315,092</b>	<b>\$ 309,460</b>	<b>\$ 300,753</b>	<b>\$ 323,670</b>	<b>\$ 310,107</b>	<b>\$ 300,530</b>	<b>\$ 305,198</b>	<b>\$ 298,375</b>	<b>\$ 395,979</b>	<b>\$ 323,570</b>	<b>\$ 4,056,925</b>

**FYE 2016 Budgeted Revenues**

<b>Retail Wastewater</b>	<b>\$ 2,791,104</b>
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**Summary of Retail Billed Revenues**  
**Other Fees (466-Reg, Pen & Capital)**  
**(477-Reg, Pen & Drainage)**

	May	June	July	August	September	October	November	December	January	February	March	April	May
Bee Cave	42,015	38,819	40,033	41,440	27,870	17,990	18,829	7,457	5,764	4,819	14,062	11,353	10,504
Bee Cave South	1,395	1,508	1,751	4,087	4,470	2,878	2,231	2,118	2,286	2,161	2,015	2,001	1,297
Homestead / Meadow Fox	4,284	4,289	4,324	4,338	4,686	4,586	4,334	4,509	4,490	4,230	4,373	4,212	4,295
290 / HPR	5,314	6,381	4,920	9,089	12,081	7,548	8,141	5,892	13,445	3,061	6,149	4,970	4,406
<b>TOTALS</b>	<b>\$ 53,008</b>	<b>\$ 50,998</b>	<b>\$ 51,029</b>	<b>\$ 58,955</b>	<b>\$ 49,107</b>	<b>\$ 33,002</b>	<b>\$ 33,535</b>	<b>\$ 19,975</b>	<b>\$ 25,985</b>	<b>\$ 14,270</b>	<b>\$ 26,599</b>	<b>\$ 22,537</b>	<b>\$ 20,503</b>

**FYE 2016 Budgeted Revenues**

<b>Other Fees</b>	<b>\$ 646,084</b>
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## Summary of Retail Billed Revenues NON PUA Revenue

Hays MUD 4	May	June	July	August	September	October	November	December	January	February	March	April	May
Sewer	7,838	8,276	8,627	8,686	8,505	8,334	8,224	7,528	7,391	7,709	7,692	8,093	8,193
<b>TOTALS</b>	<b>\$ 7,838</b>	<b>\$ 8,276</b>	<b>\$ 8,627</b>	<b>\$ 8,686</b>	<b>\$ 8,505</b>	<b>\$ 8,334</b>	<b>\$ 8,224</b>	<b>\$ 7,528</b>	<b>\$ 7,391</b>	<b>\$ 7,709</b>	<b>\$ 7,692</b>	<b>\$ 8,093</b>	<b>\$ 8,193</b>

TC MUD 16	May	June	July	August	September	October	November	December	January	February	March	April	May
Sewer	20,959	21,723	22,865	23,433	23,123	23,447	23,605	22,285	21,088	21,170	22,801	24,106	24,723
<b>TOTALS</b>	<b>\$ 20,959</b>	<b>\$ 21,723</b>	<b>\$ 22,865</b>	<b>\$ 23,433</b>	<b>\$ 23,123</b>	<b>\$ 23,447</b>	<b>\$ 23,605</b>	<b>\$ 22,285</b>	<b>\$ 21,088</b>	<b>\$ 21,170</b>	<b>\$ 22,801</b>	<b>\$ 24,106</b>	<b>\$ 24,723</b>



## Summary of Wholesale, Raw Water and Effluent Billed Revenues

### Wholesale Water

Revenue	May	June	July	August	September	October	November	December	January	February	March	April	May
	05/15-06/15	6/15-7/15	7/15-8/15	8/15-9/15	9/15-10/15	10/15-11/15	11/15-12/15	12/16-1/15	1/16-2/15	2/15-3/15	3/15-4/15	4/16-5/15	5/15-6/15
Barton Creek West	\$ 20,315	\$ 36,689	\$ 44,401	\$ 34,793	\$ 56,005	\$ 31,589	\$ 22,720	\$ 19,738	\$ 20,803	\$ 20,656	\$ 25,572	\$ 32,282	\$ 31,685
City of Dripping Springs (Headwaters)	8,085	8,087	8,556	9,748	8,771	18,017	16,427	15,842	17,033	16,780	17,234	17,600	\$ 20,490
Crystal Mountain HOA	3,724	6,999	6,269	5,557	5,443	5,121	4,152	3,864	3,789	3,686	3,761	3,617	\$ 5,073
Deer Creek Ranch	14,623	18,447	18,970	16,615	15,325	15,909	14,036	14,144	14,563	13,952	15,253	16,399	\$ 16,872
Dripping Springs WSC	42,230	52,910	53,637	42,644	42,910	51,905	47,774	41,292	43,590	29,521	41,576	53,360	\$ 48,138
Eanes ISD	1,633	2,189	2,376	1,650	2,435	1,979	1,306	1,158	1,214	1,184	1,327	1,760	\$ 1,497
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Hays WCID 1	33,508	53,693	63,897	41,320	44,591	41,334	34,663	22,681	13,134	42,511	35,462	45,303	\$ 41,021
Hays WCID 2	24,524	36,817	39,794	34,522	33,334	36,853	29,714	27,036	44,216	27,722	32,636	37,715	\$ 39,835
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Lazy Nine 1A	19,641	27,479	32,616	24,708	25,920	29,328	22,002	20,773	21,747	22,640	25,476	28,410	\$ 28,903
Masonwood	8,353	11,935	13,581	11,790	11,999	10,924	9,245	8,899	9,462	8,771	9,576	10,966	\$ 12,547
Reunion Ranch	9,887	16,357	15,601	13,399	13,928	9,525	11,712	9,433	10,026	9,881	11,654	14,891	\$ 15,212
Senna Hills	18,665	24,779	25,886	21,343	20,371	17,497	12,423	11,731	12,439	14,286	15,794	18,919	\$ 18,320
Travis County MUD 12	35,464	44,217	47,024	45,477	41,428	47,822	33,892	33,778	50,919	49,414	49,208	52,234	\$ 54,396
<b>TOTALS</b>	<b>\$ 240,651</b>	<b>\$ 340,597</b>	<b>\$ 372,607</b>	<b>\$ 303,567</b>	<b>\$ 322,458</b>	<b>\$ 317,804</b>	<b>\$ 260,066</b>	<b>\$ 230,371</b>	<b>\$ 262,935</b>	<b>\$ 261,004</b>	<b>\$ 284,528</b>	<b>\$ 333,456</b>	<b>\$ 333,989</b>

### FYE 2016 Budgeted Revenues

<b>Wholesale Water</b>	<b>\$ 2,750,279</b>
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### Wholesale Wastewater

Revenue	May	June	July	August	September	October	November	December	January	February	March	April	May
Masonwood Wastewater	\$ 13,539	\$ 12,483	\$ 12,282	\$ 11,790	\$ 12,886	\$ 17,642	\$ 17,260	\$ 17,589	\$ 18,834	\$ 18,307	\$ 18,994	\$ 19,690	\$ 21,775
WCID 17 Wastewater	22,188	24,082	24,307	24,849	27,600	31,210	29,764	29,764	29,764	29,764	29,764	18,659	\$ 32,137
<b>TOTALS</b>	<b>\$ 35,726</b>	<b>\$ 36,565</b>	<b>\$ 36,589</b>	<b>\$ 36,638</b>	<b>\$ 40,485</b>	<b>\$ 48,852</b>	<b>\$ 47,024</b>	<b>\$ 47,352</b>	<b>\$ 48,597</b>	<b>\$ 48,070</b>	<b>\$ 48,758</b>	<b>\$ 38,349</b>	<b>\$ 53,912</b>

### FYE 2016 Budgeted Revenues

<b>Wholesale Wastewater</b>	<b>\$ 285,972</b>
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### Effluent/Raw Water/Raw Water Deliver

Revenue	May	June	July	August	September	October	November	December	January	February	March	April	May
Brinker Texas (Chilis) Effluent	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Effluent / Raw	-	-	9,885	17,398	11,479	-	-	-	-	-	-	-	\$ 41,717
Connel Falconhead Apts	-	-	3,580	8,224	2,022	2,022	-	-	-	-	-	-	\$ 4,870
Falconhead HOA (Spillman) Effluent	-	-	4,842	8,146	6,042	-	-	-	-	-	-	-	\$ 5,799
Fire Phoenix (Falconhead Golf) Effluent	-	-	95,083	26,683	28,181	9,737	-	-	-	-	-	-	\$ 17,826
First Star Bank Effluent	-	-	103	41	33	-	-	-	-	-	-	-	\$ -
Lake Travis ISD Effluent / Raw	1,562	1,237	982	1,607	1,451	238	16	82	\$ 1,500	855	271	1,278	\$ 653
WTCMUD3 Raw Water Delivery Charge	-	1,260	1,915	-	1,343	1,357	604	-	-	-	264	2,031	\$ -
Embrey Partners	-	-	1,114	1,582	1,122	-	-	-	-	-	-	-	\$ 789
Ash Creek Homes	-	-	1,570	1,870	3,083	1,212	-	-	-	-	-	-	\$ 1,739
Lakeway Dermatology	-	-	185	263	230	-	-	-	-	-	-	-	\$ 210
<b>TOTALS</b>	<b>\$ 1,562</b>	<b>\$ 2,497</b>	<b>\$ 119,258</b>	<b>\$ 65,815</b>	<b>\$ 54,985</b>	<b>\$ 14,566</b>	<b>\$ 620</b>	<b>\$ 82</b>	<b>\$ 1,500</b>	<b>\$ 855</b>	<b>\$ 535</b>	<b>\$ 3,309</b>	<b>\$ 73,602</b>

### FYE 2016 Budgeted Revenues

<b>Effluent/Raw Water</b>	
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<b>TOTAL</b>	<b>\$ 277,939</b>	<b>\$ 379,659</b>	<b>\$ 528,454</b>	<b>\$ 406,020</b>	<b>\$ 417,928</b>	<b>\$ 381,222</b>	<b>\$ 307,710</b>	<b>\$ 277,805</b>	<b>\$ 313,032</b>	<b>\$ 309,929</b>	<b>\$ 333,821</b>	<b>\$ 375,114</b>	<b>\$ 461,503</b>
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### FYE 2016 Budgeted Revenues

<b>TOTAL Wholesale/Effluent</b>	<b>\$ 3,036,251</b>
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### Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Retail Water	\$ 813,409	\$ 1,348,461	\$ 2,167,165	\$ 2,420,165	\$ 1,782,638	\$ 1,768,162	\$ 1,713,025	\$ 1,321,255	\$ 1,173,830	\$ 1,189,503	\$ 1,252,440	\$ 1,097,551	\$ 1,831,890	\$ 19,879,493
Wholesale Water	240,651	340,597	372,607	303,567	322,458	317,804	260,066	230,371	262,935	261,004	284,528	333,456	333,989	\$ 3,864,032
<b>TOTALS</b>	<b>\$ 1,054,060</b>	<b>\$ 1,689,058</b>	<b>\$ 2,539,773</b>	<b>\$ 2,723,732</b>	<b>\$ 2,105,096</b>	<b>\$ 2,085,966</b>	<b>\$ 1,973,091</b>	<b>\$ 1,551,626</b>	<b>\$ 1,436,765</b>	<b>\$ 1,450,507</b>	<b>\$ 1,536,968</b>	<b>\$ 1,431,006</b>	<b>\$ 2,165,879</b>	<b>\$ 23,743,525</b>

Wastewater Utility	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Retail Wastewater	\$ 285,210	\$ 289,047	\$ 299,934	\$ 315,092	\$ 309,460	\$ 300,753	\$ 323,670	\$ 310,107	\$ 300,530	\$ 305,198	\$ 298,375	\$ 395,979	\$ 323,570	\$ 4,056,925
Wholesale Wastewater	35,726	36,565	36,589	36,638	40,485	48,852	47,024	47,352	48,597	48,070	48,758	38,349	53,912	\$ 566,918
<b>TOTALS</b>	<b>\$ 320,937</b>	<b>\$ 325,612</b>	<b>\$ 336,523</b>	<b>\$ 351,731</b>	<b>\$ 349,946</b>	<b>\$ 349,605</b>	<b>\$ 370,694</b>	<b>\$ 357,459</b>	<b>\$ 349,128</b>	<b>\$ 353,268</b>	<b>\$ 347,132</b>	<b>\$ 434,328</b>	<b>\$ 377,482</b>	<b>\$ 4,623,843</b>

Other	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Other Fees - Retail	\$ 53,008	\$ 50,998	\$ 51,029	\$ 58,955	\$ 49,107	\$ 33,002	\$ 33,535	\$ 19,975	\$ 25,985	\$ 14,270	\$ 26,599	\$ 22,537	\$ 20,503	\$ 459,503
Raw Water/Effluent	\$ 1,562	\$ 2,497	\$ 119,258	\$ 65,815	\$ 54,985	\$ 119,258	\$ 620	\$ 82	\$ 1,500	\$ 855	\$ 535	\$ 3,309	\$ 73,602	\$ 443,878
<b>TOTALS</b>	<b>\$ 54,570</b>	<b>\$ 53,495</b>	<b>\$ 170,287</b>	<b>\$ 124,769</b>	<b>\$ 104,092</b>	<b>\$ 152,260</b>	<b>\$ 34,155</b>	<b>\$ 20,058</b>	<b>\$ 27,485</b>	<b>\$ 15,125</b>	<b>\$ 27,134</b>	<b>\$ 25,846</b>	<b>\$ 94,105</b>	<b>\$ 903,381</b>

<b>TOTAL</b>	<b>\$ 1,429,567</b>	<b>\$ 2,068,165</b>	<b>\$ 3,046,582</b>	<b>\$ 3,200,232</b>	<b>\$ 2,559,133</b>	<b>\$ 2,587,830</b>	<b>\$ 2,377,940</b>	<b>\$ 1,929,142</b>	<b>\$ 1,813,378</b>	<b>\$ 1,818,900</b>	<b>\$ 1,911,234</b>	<b>\$ 1,891,180</b>	<b>\$ 2,637,466</b>	<b>\$ 29,270,749</b>
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<b>FYE 2016 Budgeted Re</b>	<b>\$ 17,481,472</b>
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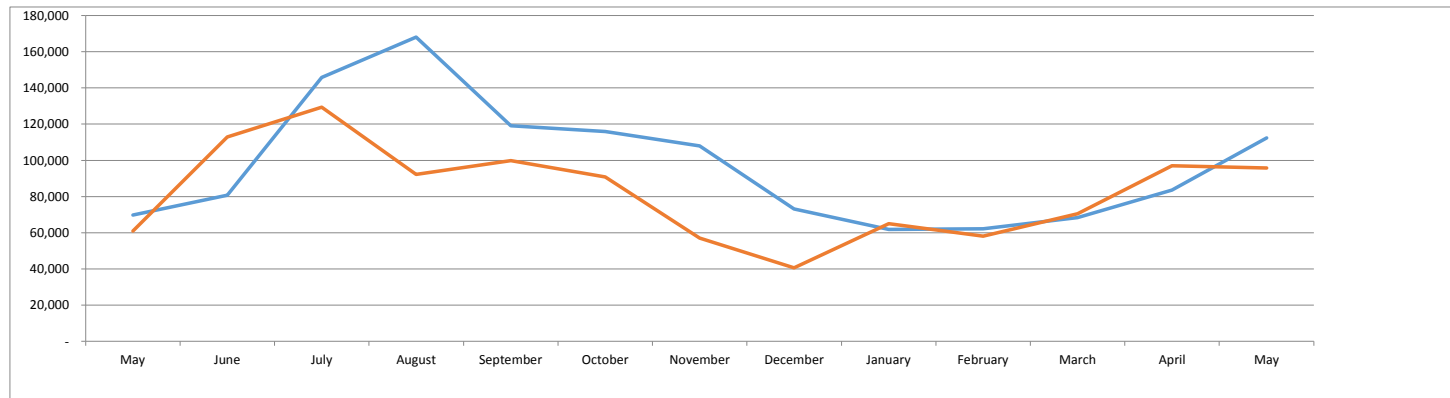
**Summary of Total Billed Consumption (1,000 Gallons)**  
**Water Utility**

	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Bee Cave	34,139	35,279	59,049	90,062	63,674	57,535	59,693	39,063	30,557	29,943	32,448	37,813	50,370	619,625
Bee Cave South	13,777	18,387	32,078	25,867	20,047	20,551	17,753	13,409	13,383	13,630	14,484	17,524	21,234	242,124
Homestead / Meadow Fox	899	1,040	1,998	2,225	1,936	1,498	1,346	1,090	1,171	896	1,010	1,394	1,587	18,090
HPR / 290	20,927	25,986	52,768	49,930	33,474	36,382	29,248	19,478	16,700	17,611	20,394	26,828	39,228	388,954
<b>Total Retail</b>	<b>69,742</b>	<b>80,692</b>	<b>145,893</b>	<b>168,084</b>	<b>119,131</b>	<b>115,966</b>	<b>108,040</b>	<b>73,040</b>	<b>61,811</b>	<b>62,080</b>	<b>68,336</b>	<b>83,559</b>	<b>112,419</b>	<b>1,268,793</b>

Wholesale Water	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Barton Creek West	4,487	11,484	14,780	10,674	19,739	9,166	5,486	4,249	4,690	4,592	6,670	9,454	9,206	114,678
City of Dripping Springs (H)	-	1	223	788	325	1,690	821	501	1,152	1,014	1,262	1,462	3,041	12,280
Crystal Mountain HOA	576	1,952	1,645	1,346	1,298	1,204	800	680	649	606	637	577	1,184	13,154
Deer Creek Ranch	3,653	5,766	6,055	4,754	4,041	4,755	3,613	3,679	3,934	3,562	4,355	5,054	5,342	58,563
Dripping Springs WSC	16,401	22,539	22,957	16,639	16,792	21,812	19,324	15,419	16,803	8,328	15,590	22,689	19,543	234,836
Eanes ISD	352	578	654	359	678	736	340	253	286	268	352	607	452	5,915
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	9,434	21,378	27,416	14,057	15,992	13,023	9,122	2,115	3,468	13,711	9,589	15,344	12,840	167,489
Hays WCID 2	6,095	12,776	14,394	11,529	10,883	9,966	6,228	4,826	13,821	5,185	7,758	10,417	11,527	125,405
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	4,934	9,313	12,183	7,765	8,442	8,908	4,673	3,963	4,526	5,042	6,681	8,377	8,662	93,469
Masonwood	3	7	8	5	5	3	2	2	3	2	3	3	4	50
Reunion Ranch	3,050	6,368	5,980	4,851	5,122	5,007	3,259	2,047	2,362	2,285	3,228	4,950	5,121	53,630
Senna Hills	6,120	9,759	10,418	7,714	7,135	5,902	2,770	2,343	2,780	3,920	4,851	6,780	6,410	76,902
Travis County MUD 12	5,760	10,970	12,641	11,720	9,310	8,660	608	542	10,450	9,580	9,461	11,210	12,460	113,372
<b>Total Wholesale</b>	<b>60,865</b>	<b>112,891</b>	<b>129,354</b>	<b>92,201</b>	<b>99,762</b>	<b>90,832</b>	<b>57,046</b>	<b>40,619</b>	<b>64,924</b>	<b>58,095</b>	<b>70,437</b>	<b>96,924</b>	<b>95,792</b>	<b>1,069,743</b>

System Summary	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Total Retail	69,742	80,692	145,893	168,084	119,131	115,966	108,040	73,040	61,811	62,080	68,336	83,559	112,419	1,268,793
Total Wholesale	60,865	112,891	129,354	92,201	99,762	90,832	57,046	40,619	64,924	58,095	70,437	96,924	95,792	1,069,743
<b>TOTAL WATER</b>	<b>130,607</b>	<b>193,583</b>	<b>275,247</b>	<b>260,285</b>	<b>218,893</b>	<b>206,798</b>	<b>165,086</b>	<b>113,659</b>	<b>126,735</b>	<b>120,175</b>	<b>138,773</b>	<b>180,483</b>	<b>208,211</b>	<b>2,338,536</b>

Retail Percent of Total	53%	42%	53%	65%	54%	56%	65%	64%	49%	52%	49%	46%	54%	54%
Wholesale Percent of Total	47%	58%	47%	35%	46%	44%	35%	36%	51%	48%	51%	54%	46%	46%





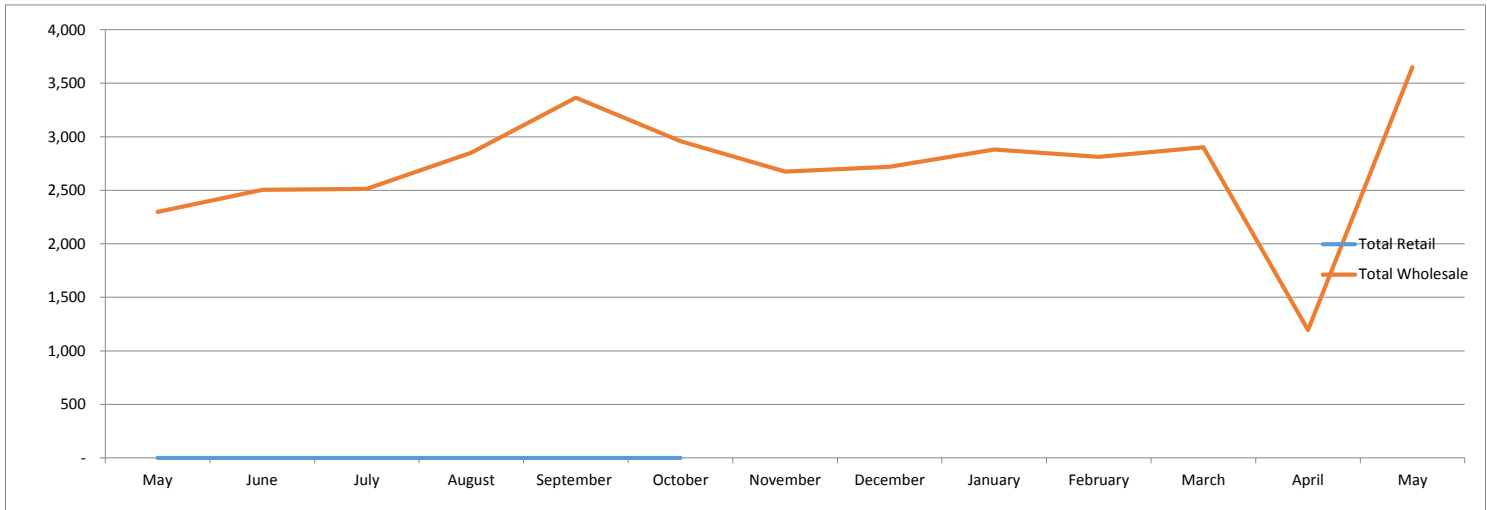
**Summary of Total Billed Consumption (1,000 Gallons)**  
**Wastewater**

	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Bee Cave	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTALS</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Wholesale Wastewater	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Masonwood Wastewater	739	524	483	701	606	719	669	712	875	806	896	987	1,260	9,977
WCID 17 Wastewater	1,560	1,980	2,030	2,150	2,760	2,240	2,006	2,006	2,006	2,006	2,006	209	2,390	25,349
<b>TOTALS</b>	<b>2,299</b>	<b>2,504</b>	<b>2,513</b>	<b>2,851</b>	<b>3,366</b>	<b>2,959</b>	<b>2,675</b>	<b>2,718</b>	<b>2,881</b>	<b>2,812</b>	<b>2,902</b>	<b>1,196</b>	<b>3,650</b>	<b>35,326</b>

System Summary	May	June	July	August	September	October	November	December	January	February	March	April	May	12 Month Total
Total Retail	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Wholesale	2,299	2,504	2,513	2,851	3,366	2,959	2,675	2,718	2,881	2,812	2,902	1,196	3,650	35,326
<b>TOTAL WASTEWATER</b>	<b>2,299</b>	<b>2,504</b>	<b>2,513</b>	<b>2,851</b>	<b>3,366</b>	<b>2,959</b>	<b>2,675</b>	<b>2,718</b>	<b>2,881</b>	<b>2,812</b>	<b>2,902</b>	<b>1,196</b>	<b>3,650</b>	<b>35,326</b>

Retail Percent of Total	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Wholesale Percent of Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

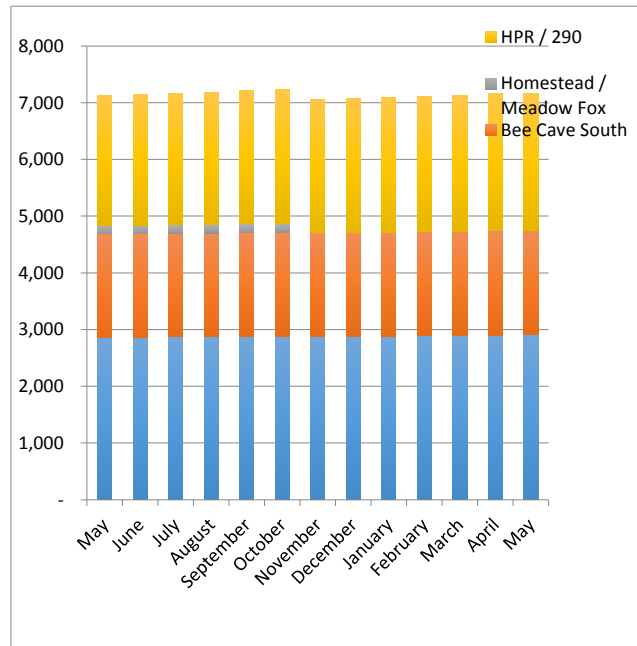




## Summary of Total Retail Customer Count Water

Meters	May	June	July	August	September	October	November	December	January	February	March	April	May
Bee Cave	2,858	2,859	2,871	2,873	2,875	2,876	2,872	2,874	2,879	2,890	2,894	2,902	2,905
Bee Cave South	1,827	1,830	1,828	1,829	1,836	1,840	1,832	1,833	1,839	1,839	1,836	1,839	1,843
Homestead / Meadow Fox	154	154	153	154	154	154	154	154	155	156	156	156	156
HPR / 290	2,284	2,296	2,310	2,325	2,347	2,354	2,356	2,364	2,369	2,382	2,396	2,417	2,423
<b>TOTALS</b>	<b>7,123</b>	<b>7,139</b>	<b>7,162</b>	<b>7,181</b>	<b>7,212</b>	<b>7,224</b>	<b>7,214</b>	<b>7,225</b>	<b>7,242</b>	<b>7,267</b>	<b>7,282</b>	<b>7,314</b>	<b>7,327</b>

Customer Growth	20	16	23	19	31	12	(10)	11	17	25	15	32	13
Monthly Growth Rate	0.28%	0.22%	0.32%	0.27%	0.43%	0.17%	-0.14%	0.15%	0.24%	0.35%	0.21%	0.44%	0.18%
<b>Annual Growth</b>	<b>301</b>	<b>257</b>	<b>251</b>	<b>236</b>	<b>257</b>	<b>227</b>	<b>220</b>	<b>219</b>	<b>230</b>	<b>244</b>	<b>234</b>	<b>251</b>	<b>224</b>
<b>Annual Growth Rate</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>3%</b>	<b>4%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>4%</b>	<b>3%</b>

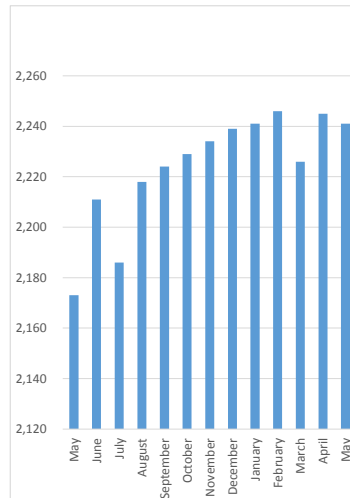




**Summary of Total Retail Customer Count**  
**Wastewater**

Meters	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	Annual Growth Rate
<b>Wastewater Customers</b>	<b>2,202</b>	<b>2,200</b>	<b>2,180</b>	<b>2,173</b>	<b>2,211</b>	<b>2,186</b>	<b>2,218</b>	<b>2,224</b>	<b>2,229</b>	<b>2,234</b>	<b>2,239</b>	<b>2,241</b>	<b>2,246</b>	<b>2,226</b>	<b>2,245</b>	<b>2,241</b>	<b>3%</b>

Customer Growth	(1)	(2)	(20)	(7)	38	(25)	32	6	5	5	5	2	5	(20)	19	(4)
Monthly Growth Rate	-0.05%	-0.09%	-0.91%	-0.32%	1.75%	-1.13%	1.46%	0.27%	0.22%	0.22%	0.22%	0.09%	0.22%	-0.89%	0.85%	-0.18%
Annual Growth	117	111	67	20	33	24	49	52	42	56	49	55	43	24	45	61
Annual Growth Rate	6%	5%	3%	1%	2%	1%	2%	2%	2%	3%	2%	2%	2%	1%	2%	3%

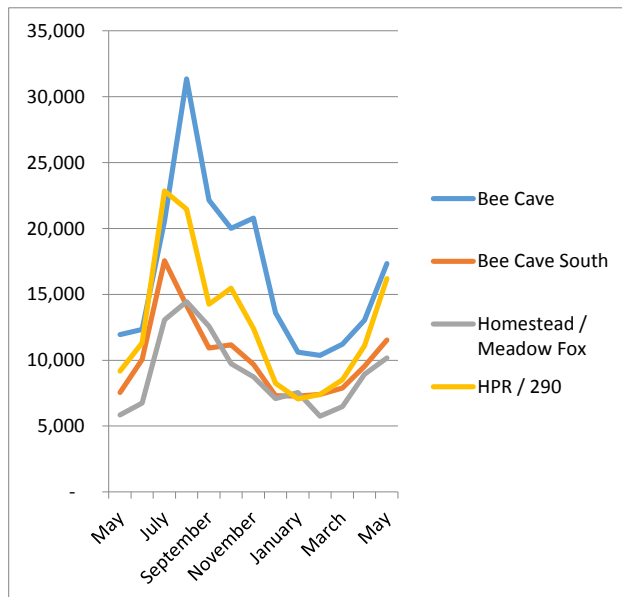




**Retail Customer Average Use Analysis**  
**Average Water Usage per Connection, per Month (Gallons)**

	May	June	July	August	September	October	November	December	January	February	March	April	May
Bee Cave	11,945	12,340	20,567	31,348	22,147	20,005	20,784	13,592	10,614	10,361	11,212	13,030	17,339
Bee Cave South	7,541	10,048	17,548	14,143	10,919	11,169	9,691	7,315	7,277	7,412	7,889	9,529	11,521
Homestead / Meadow Fox	5,838	6,753	13,059	14,448	12,571	9,727	8,740	7,078	7,555	5,744	6,474	8,936	10,173
HPR / 290	9,162	11,318	22,843	21,475	14,262	15,455	12,414	8,239	7,049	7,393	8,512	11,100	16,190
<b>System Wide Average</b>	<b>9,791</b>	<b>11,303</b>	<b>20,370</b>	<b>23,407</b>	<b>16,518</b>	<b>16,053</b>	<b>14,976</b>	<b>10,109</b>	<b>8,535</b>	<b>8,543</b>	<b>9,384</b>	<b>11,425</b>	<b>15,343</b>

<b>12-Month Average</b>	<b>13,933</b>	<b>13,894</b>	<b>13,856</b>	<b>13,820</b>	<b>13,782</b>	<b>13,748</b>	<b>13,715</b>	<b>13,683</b>	<b>13,649</b>	<b>13,613</b>	<b>13,579</b>	<b>13,543</b>	<b>13,510</b>
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**Retail Customer Average Use Analysis**  
**Summary of Customer Contacts/Payment Processing**

Customer Contacts	May	June	July	August	September	October	November	December	January	February	March	April	May
Date of	6/1-6/30	7/1-7/31	08/1-8/31	9/1-9/30	10/1-10/31	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	6/1-6/30
Calls	787	863	935	862	1,080	803	759	853	602	666	680	678	804
Emails	170	141	125	270	167	141	84	116	128	174	162	178	109
In Office	273	263	292	314	363	269	295	179	279	295	273	254	248
<b>TOTALS</b>	<b>1,230</b>	<b>1,267</b>	<b>1,352</b>	<b>1,446</b>	<b>1,610</b>	<b>1,213</b>	<b>1,138</b>	<b>1,148</b>	<b>1,009</b>	<b>1,135</b>	<b>1,115</b>	<b>1,110</b>	<b>1,161</b>

Payments	May	June	July	August	September	October	November	December	January	February	March	April	May
Date of Payments	6/1-6/30	7/1-7/31	08/1-8/31	9/1-9/30	10/1-10/31	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	6/1-6/30
Mail	3,514	4,087	4,226	4,343	3,936	3,127	3,110	2,609	4,284	3,921	2,101	1,617	1,402
Walk In/Dropbox Payments	382	391	352	393	382	331	407	177	290	346	322	332	314
Online Payments Credit Cards	616	586	579	570	513	510	469	217	266	400	455	461	391
Online Payments Echeck	303	358	324	376	381	311	358	195	377	424	438	423	397
Unreceivables	-	-	-	-	-	-	-	-	-	-	1,806	1,830	1,513
<b>TOTALS</b>	<b>4,815</b>	<b>5,422</b>	<b>5,481</b>	<b>5,682</b>	<b>5,212</b>	<b>4,279</b>	<b>4,344</b>	<b>3,198</b>	<b>5,217</b>	<b>5,091</b>	<b>5,122</b>	<b>4,663</b>	<b>4,017</b>



### Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	131	30	70
Bee Cave South	22	1	24
Homestead / Meadow Fox	14	5	3
290 HPR	25	8	21
<b>TOTAL</b>	<b>192</b>	<b>44</b>	<b>118</b>

DOLLARS	31-60	61-90	91+
Bee Cave	29,844	11,261	78,806
Bee Cave South	2,209	1,508	9,272
Homestead / Meadow Fox	1,725	800	15,257
HPR / 290	2,966	1,580	8,374
<b>TOTAL</b>	<b>36,744</b>	<b>15,149</b>	<b>111,710</b>

Delinquent Letters	Date Sent	Total Del
Bee Cave	31-May	249
Bee Cave South	14-Jun	127
Homestead / Meadow Fox	13-Jun	5
290 HPR	13-Jun	169
<b>TOTAL</b>		<b>550</b>

Disconnects	Date	How Many
Bee Cave	14-Jun	11
Bee Cave South	28-Jun	7
Homestead / Meadow Fox		0
HPR / 290	27-Jun	17

Still Off
0
0
0
0

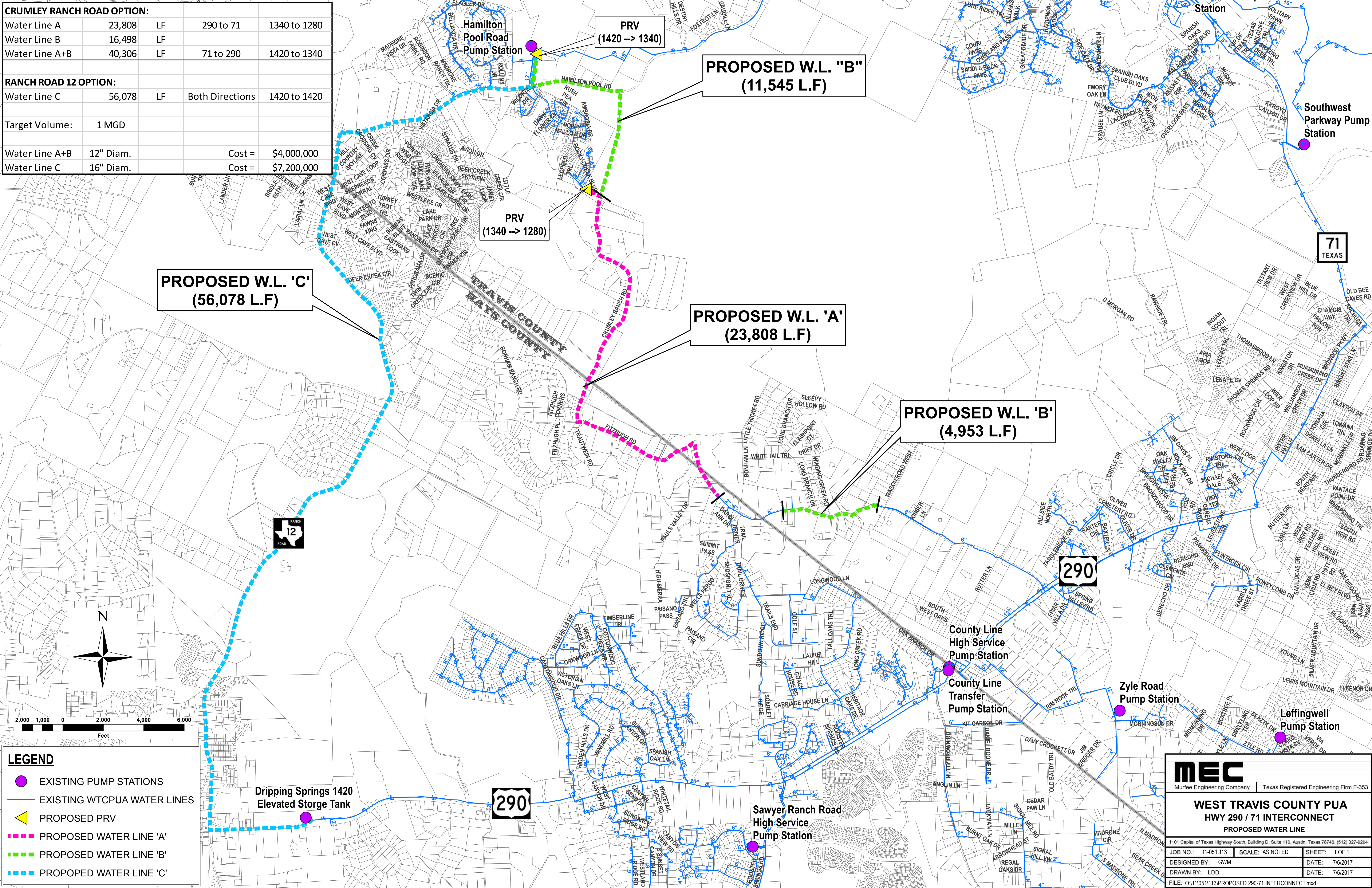


## **VI. OLD BUSINESS**

## ITEM C



CRUMLEY RANCH ROAD OPTION:				
Water Line A	23,808	LF	290 to 71	1340 to 1280
Water Line B	16,498	LF		
Water Line A+B	40,306	LF	71 to 290	1420 to 1340
RANCH ROAD 12 OPTION:				
Water Line C	56,078	LF	Both Directions	1420 to 1420
Target Volume:	1 MGD			
Water Line A+B	12" Diam.		Cost =	\$4,000,000
Water Line C	16" Diam.		Cost =	\$7,200,000



**MEC**  
Murfee Engineering Company | Texas Registered Engineering Firm F-353

**WEST TRAVIS COUNTY PUA**  
**HWY 290 / 71 INTERCONNECT**  
**PROPOSED WATER LINE**

1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204

JOB NO.: 11-051.113

SCALE: AS NOTED

SHEET: 1 OF 1

DESIGNED BY: GWM

DATE: 7/6/2017

DRAWN BY: LDD

DATE: 7/6/2017

FILE: 0:111051113PROPOSED 290-71 INTERCONNECT.mxd