

VI. OLD BUSINESS

ITEM B

RECLAIMED WATER USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Reclaimed Water Use Agreement (“**Agreement**”), effective as of the _____ day of _____ 2018, is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (the “**WTCPUA**”) and CCNG Golf, L.L.C. (“**CCNG Golf**”)(WTCPUA and CCNG Golf are each a “**Party**”, and are collectively the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the WTCPUA owns and operates a wastewater collection system and a wastewater treatment system, which produces Reclaimed Water (defined herein);

WHEREAS, the WTCPUA owns Texas Land Application Permit No. WQ0013594-001, as it may be amended and renewed from time to time, authorizing the disposal of treated effluent to certain real property identified in that Permit;

WHEREAS, the WTCPUA is the holder of a direct reuse authorization from the TCEQ, (defined herein as a 210 Permit), enabling the WTCPUA to produce and provide Reclaimed Water for beneficial use to customers who require such water resources, in accordance with 30 Texas Administration Code, Chapter 210;

WHEREAS, CCNG Golf desires to be a customer of Reclaimed Water under the WTCPUA’s direct reuse authorization;

WHEREAS, CCNG Golf also desires to purchase Reclaimed Water from the WTCPUA to be a provider of Reclaimed Water to other customers within the portion of the WTCPUA’s 210 Permit service area that is within the Spanish Oaks Development (defined herein);

WHEREAS, for CCNG Golf to be a provider of WTCPUA’s Reclaimed Water, WTCPUA had to amend its 210 Permit at the TCEQ to designate CCNG Golf as an additional provider of the WTCPUA’s Reclaimed Water, incurring legal fees and engineering expenses.

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

SECTION 1. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement have the following meanings:

1.1 “210 PERMIT” means the WTCPUA’s “Authorization for Reclaimed Water,” Authorization No. R13294-001, as amended, attached hereto as **Exhibit A** and incorporated herein for all purposes.

1.2 “CCNG GOLF FACILITIES” means CCNG Golf and/or CCNG Golf’s customer’s system of pipes and other facilities already installed, together with any facilities to be constructed and installed by CCNG Golf and/or CCNG Golf’s customers, to transport and deliver Reclaimed Water from the Point of Delivery to the final location of use.

1.3 “WTCPUA FACILITIES” means the WTCPUA facilities necessary to convey Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery, including, but not limited to, all pumping, piping, effluent ponds, storage tanks, valving, electrical, and telemetry controls.

1.4 “EFFECTIVE DATE” means the first date written above on this Agreement.

1.5 “MASTER METER” means the meter, owned by WTCPUA, that measures the amount of Reclaimed Water delivered to CCNG at the Point of Delivery under this Agreement.

1.6 “POINT OF DELIVERY” means the location where the WTCPUA will deliver Reclaimed Water to CCNG Golf, which is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes.

1.7 “RAW WATER” has the meaning set out in Article I of the RWEA.

1.8 “RWEA” means the Raw Water and Effluent Agreement, dated November 19, 1999, between the Lower Colorado River Authority and CCNG Development Company, L.P., which has been assigned to the WTCPUA and CCNG Golf, respectively.

1.9 “RECLAIMED WATER” means the treated effluent produced by the WTCPUA from the Wastewater Treatment Plant, as authorized in the 210 Permit. Reclaimed Water is not treated effluent that is generated from the WTCPUA’s WWTP and disposed of on the land identified in the WTCPUA’s TLAP Permit.

1.10 “RECLAIMED WATER RATE” means the rate for Reclaimed Water established by the WTCPUA’s “Schedule for Rates, Fees, and Charges and Terms and Conditions of Water and Wastewater Services,” as may be amended from time to time unilaterally by the WTCPUA. As of the date of this Agreement, the rate for Reclaimed Water is \$4.11 per 1,000 gallons.

1.11 “SPANISH OAKS DEVELOPMENT” means that certain land which has been or will be developed as the Spanish Oaks mixed-use, master-planned community, as more particularly described on **Exhibit C**, attached hereto and incorporated herein for all purposes.

1.12 “TCEQ” means the Texas Commission on Environmental Quality, or its successor agencies.

1.13 “TLAP Permit” means the WTCPUA’s Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time.

1.14 “WASTEWATER TREATMENT PLANT” or “WWTP” means any of the WTCPUA’s facilities covered in the TLAP Permit or any other WTCPUA facilities approved under the 210 Permit.

SECTION 2. DELIVERY OF RECLAIMED WATER

2.1 Delivery. The WTCPUA shall operate and maintain the WTCPUA Facilities and deliver Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery in accordance with the other terms of this Agreement. CCNG Golf agrees that all valves and other controls to start, stop, and regulate the flow of Reclaimed Water received from the WTCPUA under this Agreement are beyond the Point of Delivery and will be under the sole control of CCNG Golf and/or CCNG Golf’s subsequent users, the installation of which is a condition precedent to the WTCPUA’s obligation to furnish Reclaimed Water to CCNG Golf under this Agreement.

2.2 Use of Water. CCNG Golf may only use the Reclaimed Water provided by this Agreement for purposes and in locations authorized in the 210 Permit, as limited by this Agreement. CCNG Golf represents and agrees that the locations of beneficial use of the Reclaimed Water that the WTCPUA delivers to CCNG Golf under this Agreement, regardless of whether the Reclaimed Water is used by CCNG Golf or is provided by CCNG Golf to a third party user, will only be used within the portion of the Service Area identified in the 210 Permit that is within the Spanish Oaks Development. The Parties agree that the Reclaimed Water may not be used for human consumption or domestic purposes; and CCNG Golf agrees that it will ensure that any third party who receives Reclaimed Water from CCNG Golf will not be used for human consumption or domestic purposes. CCNG Golf may not sell any Reclaimed Water received under this Agreement to any other entity without the prior written authorization by the WTCPUA.

2.3 Title. The WTCPUA will have exclusive title, care, custody and control of all Reclaimed Water up to the Point of Delivery, at which point exclusive title, care, custody and control of all Reclaimed Water will pass to CCNG Golf.

SECTION 3. CCNG GOLF FACILITIES

3.1 Facilities to be Constructed. Subject to Section 3.2, CCNG Golf shall design and construct or cause to be constructed, at its sole risk and expense, additional infrastructure necessary to transport, store, provide, and use Reclaimed Water that CCNG Golf accepts from the WTCPUA at the Point of Delivery, including, but not limited to, effluent force main auto backwash screen improvements at the WTCPUA’s lift station number 14; and such obligation for CCNG Golf is a condition precedent to the WTCPUA’s obligations to furnish Reclaimed Water to CCNG Golf under this Agreement. The CCNG Golf Facilities must be designed and constructed in accordance with all applicable rules and regulations of TCEQ for reclaimed water systems, and such improvements will constitute components of the CCNG Golf Facilities. CCNG Golf may otherwise construct CCNG

Golf Facilities within the boundaries of the WTCPUA Facilities with prior written permission of the WTCPUA. WTCPUA will provide access for CCNG Golf to inspect the CCNG Golf Facilities constructed within the boundaries of the WTCPUA Facilities.

3.2 Approval of Plans and Specifications. CCNG Golf and/or its users will not construct any CCNG Golf Facilities without the prior approval of the plans and specifications for such infrastructure by the WTCPUA. CCNG Golf will design and construct the CCNG Golf Facilities at its sole risk and expense and in accordance with all applicable federal and state laws and regulations, including, but not limited to, 30 Tex. Admin. Code, Chapter 210.

3.3 Inspection. Upon at least twenty four (24) hours' prior notice, CCNG Golf shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect any CCNG Golf Facilities being constructed after the Effective Date of this Agreement.

SECTION 4. QUANTITY AND UNIT MEASUREMENT

4.1 Quantity. The WTCPUA agrees to sell and deliver Reclaimed Water to CCNG Golf at the Point of Delivery on a demand basis. CCNG Golf agrees that the quantity of Reclaimed Water available for delivery and use by CCNG Golf is dependent on the normal operations and production of the Wastewater Treatment Plant, and on the amount of Reclaimed Water available, as determined by the WTCPUA. CCNG Golf agrees that the WTCPUA is under no obligation to provide Reclaimed Water when, in the reasonable opinion of the WTCPUA and in the interest of operating the Wastewater Treatment Plant, there is insufficient Reclaimed Water available for supply to CCNG Golf, or when doing so may violate a federal or state statute, regulation, or permit, or any WTCPUA contractual commitment. In no event will the WTCPUA be required under this Agreement to deliver any minimum or maximum amount of Reclaimed Water to CCNG Golf at the Point of Delivery. CCNG Golf agrees that it will not rely upon any specific quantity of Reclaimed Water from the WTCPUA. The WTCPUA will endeavor to deliver the quantity of Reclaimed Water necessary to meet CCNG Golf's needs, subject to the normal operation and production of the WTCPUA's Wastewater Treatment Plant and the terms of this Agreement.

4.2 Metering.

a. The amount of Reclaimed Water delivered to CCNG Golf at the Point of Delivery will be measured by the Master Meter, by the WTCPUA. The Master Meter and other related equipment shall be owned by the WTCPUA. At the termination of this Agreement, WTCPUA shall retain ownership of the Master Meter, and this provision shall survive the termination of this Agreement. Separate, additional water meters that are owned, read, operated, and maintained by the WTCPUA will be installed by WTCPUA to measure Reclaimed Water that CCNG Golf delivers to each of CCNG Golf's Reclaimed Water customers ("***Additional Meters***"). WTCPUA will provide CCNG Golf with the monthly meter reading data for the additional meters in a timely manner, and CCNG Golf may attend the WTCPUA's monthly readings of such meters, upon request.

b. The WTCPUA shall keep accurate records of all measurements of Reclaimed Water delivered to CCNG Golf under this Agreement and the measuring devices and such records shall be open to inspection by CCNG Golf during reasonable business hours, upon at least twenty-

four (24) hours' prior notice. WTCPUA and CCNG Golf shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be performed only by employees or agents of the WTCPUA. CCNG Golf's agents or employees may observe the reading, calibration and adjustment.

c. Should CCNG Golf have reason to believe that the Master Meter and/or any of the Additional Meters to the Spanish Oaks Development (the Master Meter and Additional Meters are collectively defined as the "Meters") are recording Reclaimed Water usage inaccurately, CCNG Golf may request that the WTCPUA test the applicable Meter(s) at the WTCPUA's cost; provided, however, that if CCNG Golf requests that the WTCPUA test any applicable Meter more frequently than once per year, then CCNG Golf shall pay the cost of any additional test of that applicable Meter if the test shows that such applicable Meter is accurate (within two percent (2%) registration), but the WTCPUA shall pay the costs of the additional test for such if the results indicate that such applicable Meter is not accurate (in excess of two percent (2%) registration). If it is mutually agreed by the WTCPUA and CCNG Golf that the applicable Meter is malfunctioning, or should the WTCPUA discover that the applicable Meter is recording water usage inaccurately, then the WTCPUA shall immediately notify CCNG Golf of the same, and replace or repair the applicable Meter.

d. If, for any reason, a Meter is out of service or out for repair so that the amount of Reclaimed Water delivered cannot be ascertained or computed from the reading thereof, then the Reclaimed Water delivered, through the period such Meter is out of service or out for repair, shall be estimated and agreed upon by the Parties upon the basis of the best data available. For such purpose, the best data available shall be determined by consideration of any other meters that can be related to the applicable Meter. If no other Meters in the system are operational which will allow determination of delivered quantity, then the amount of Reclaimed Water delivered during such period may be estimated by (i) correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

e. CCNG Golf shall be responsible for all metering of Reclaimed Water provided by CCNG Golf to CCNG Golf's customers. CCNG Golf shall conduct all metering of Reclaimed Water in accordance with 30 Tex. Admin. Code, Chapter 210.

4.3 Unit of Measurement. The unit of measurement for Reclaimed Water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

SECTION 5. QUALITY

5.1 General. The Reclaimed Water to be delivered by the WTCPUA to CCNG Golf at the Point of Delivery under this Agreement will be treated wastewater effluent in compliance with applicable State and Federal law and regulations, and the 210 Permit. THE WTCPUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OF THE RECLAIMED WATER SUPPLIED TO CCNG GOLF UNDER THIS AGREEMENT THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

SECTION 6. PAYMENTS

6.1 Commencement of Service. CCNG Golf may begin taking Reclaimed Water under this Agreement when the CCNG Golf Facilities meet the applicable provisions of this Agreement for their intended use.

6.2 Rate. The WTCPUA will charge CCNG Golf the Reclaimed Water Rate for all Reclaimed Water delivered to the Point of Delivery under this Agreement, regardless of whether CCNG Golf or CCNG Golf's customers are the users of the Reclaimed Water. CCNG Golf agrees to pay for such Reclaimed Water, and that it will not protest the Reclaimed Water Rate or any amendment thereto in any forum.

6.3 Billing. The WTCPUA will bill CCNG Golf for the amount of Reclaimed Water delivered to the Point of Delivery, as measured by the Master Meter, in accordance with the terms and conditions of this Agreement. The WTCPUA shall not be responsible for billing CCNG Golf's customers, if any, that receive Reclaimed Water.

SECTION 7. SUSPENSION OR TERMINATION OF SERVICE

7.1 Force Majeure. If, at any time during the term of this Agreement, the WTCPUA is unable to deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the WTCPUA's control and without its fault, whether the occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto and not within the management or control of the WTCPUA, then the WTCPUA will be excused from performance for a period of time that is reasonably necessary to remedy the effects of the occurrence, and the WTCPUA will not be liable for the breach of this Agreement. The WTCPUA shall use reasonable and good faith efforts to correct any impediment preventing delivery of Reclaimed Water and, when possible and to the extent it is reasonable, give CCNG Golf advance written notice of any inability to deliver the water needed.

7.2 Repairs and Maintenance. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf to perform maintenance and repairs to the WTCPUA Facilities or other parts or components of the WTCPUA's wastewater system, including its Wastewater Treatment Plant. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service to perform such maintenance and repairs, when planned, and an estimate of when service will be reestablished.

7.3 Regulatory Action. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf in response to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service and an estimate of when service will be reestablished.

7.4 CCNG Golf's Non-Compliance with Agreement or TCEQ Rules. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf if the WTCPUA reasonably determines that CCNG Golf's use of the Reclaimed Water violates the terms of this Agreement, the 210 Permit, or the requirements of 30 Tex. Admin. Code, Chapter 210, until CCNG Golf cures the violation to the WTCPUA's reasonable satisfaction. If CCNG Golf fails to cure the violation within thirty (30) days after written notice has been sent by the WTCPUA, then the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely, until CCNG Golf cures the violation. If Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured the violation, then CCNG Golf will be in material default of this Agreement, and the WTCPUA may terminate this Agreement pursuant to Section 12.3.b.

SECTION 8. DELIVERY OF RAW WATER

8.1 Alternative Source. If the WTCPUA is unable to meet CCNG Golf's demand for Reclaimed Water for the reasons set out in Section 4.1, or if the WTCPUA temporarily suspends the delivery of Reclaimed Water to CCNG Golf under Sections 7.1, 7.2, or 7.3, then the WTCPUA agrees to sell and deliver Raw Water to CCNG Golf at the Point of Delivery on a demand basis at the WTCPUA's then current rate for Raw Water; provided, however, that if the WTCPUA believes, in its sole discretion, that it does not have Raw Water available due to the WTCPUA's actual or projected use of Raw Water to meet its other obligations, then the WTCPUA may curtail such Raw Water to CCNG Golf as WTCPUA deems necessary. Further, WTCPUA's obligation to deliver Raw Water pursuant to this Agreement shall be subject to the LCRA Water Management Plan and associated Policies as amended from time to time by the LCRA Board of Directors, as well as the WTCPUA Water Conservation and Drought Contingency Plan. The amount of Raw Water delivered to CCNG Golf will be measured at the meters to the Spanish Oaks Development.

SECTION 9. OBLIGATIONS OF THE PARTIES

9.1 Obligations of the WTCPUA.

a. Operation and Maintenance. The WTCPUA shall be responsible for and use commercially reasonable efforts to continuously operate and maintain the WTCPUA Facilities and CCNG Golf Facilities constructed within the boundaries of WTCPUA facilities. All costs, including, without limitation, all capital improvement costs, maintenance, and operation expenses required for the WTCPUA to deliver Reclaimed Water to the Point of Delivery will be paid by the WTCPUA.

b. 210 Permit. The WTCPUA, at its sole cost and expense, shall use commercially reasonable efforts to maintain the 210 Permit and acquire any other applications or approvals associated therewith (collectively, the "**Approvals**") necessary or required to deliver Reclaimed Water to the Point of Delivery so that CCNG Golf can use the Reclaimed Water in accordance with the terms and provisions of this Agreement.

9.2 Obligations of CCNG Golf.

a. System Operation and Maintenance. At CCNG Golf's sole risk and expense, CCNG Golf shall (i) continuously operate and maintain the CCNG Golf Facilities, any pumping or other facilities, including storage facilities, necessary to convey and store Reclaimed Water from the

Point of Delivery to the place of use, (ii) obtain all necessary easements or permits, and (iii) develop and maintain a current operation and maintenance plan on site that meets the requirements of the 210 Permit and 30 Tex. Admin. Code, Chapter 210. CCNG Golf may not install any equipment or improvements on property owned by the WTCPUA without the prior express written consent of the WTCPUA. At CCNG Golf's sole cost, CCNG Golf shall schedule routine maintenance on the CCNG Golf Facilities. CCNG Golf's routine maintenance schedules must include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. At CCNG Golf's sole cost, CCNG Golf will conduct repairs as necessary. Preventive maintenance on all mechanical equipment will be as specified by the manufacturer.

b. Construction Requirements. CCNG Golf shall ensure that any CCNG Golf Facilities constructed will have with a minimum separation from potable water lines of nine (9) feet. If it is not possible to maintain this separation, CCNG Golf agrees to construct the facilities in accordance with the portions of 30 Tex. Admin. Code, Chapter 290 concerning separation of potable and non-potable water piping. CCNG Golf agrees to use a nondegradable warning tape in the trench of such facilities to reduce the possibility of inadvertent cross-connections. Pipe used for construction of any additional Reclaimed Water lines must be purple, covered with a purple polywrap bag, or marked with purple tape.

c. 210 Permit. CCNG Golf agrees to cooperate with the WTCPUA, at no cost to CCNG Golf, in obtaining all permits and approvals necessary for WTCPUA to provide Reclaimed Water to CCNG Golf. As long as the Approvals do not impose any materially unreasonable restrictions or obligations on CCNG Golf in the operation and use of the CCNG Golf Facilities, CCNG Golf agrees to take whatever action is reasonably necessary to ensure that the Approvals are obtained, including, but not limited to: (i) cooperating with the WTCPUA and any applicable governmental agency in every reasonable manner and in good faith; and (ii) executing further documents, memoranda, assurances, certificates, and consents reasonably requested by the WTCPUA from time to time.

d. Hose Bibbs, Faucets, Valves. CCNG Golf agrees that it will be solely responsible for designing, installing, or modifying all hose bibs, faucets, and valves in accordance with the provisions of 30 Tex. Admin. Code § 210.25(a).

e. Signage. CCNG Golf agrees that it will be solely responsible for posting signs at all storage ponds, hose bibs, faucets and other points of access to the Reclaimed Water that comply with the requirements of 30 Tex. Admin. Code § 210.25(b).

f. CCNG Golf Facilities Operation. CCNG Golf agrees that it will ensure that the CCNG Golf Facilities are operated in a manner that will minimize the risk of inadvertent human exposure. CCNG Golf agrees that it will provide reasonable control of the application rates for the Reclaimed Water applied to irrigation areas that will encourage the efficient use of Reclaimed Water to avoid excessive application that results in surface runoff or excessive percolation below the root zone. CCNG Golf will not operate the CCNG Golf Facilities when the earth is frozen or saturated with water. CCNG Golf agrees that it will ensure that areas to be irrigated have a vegetative cover when irrigation occurs and take measures to assure no incidental ponding of water occurs. CCNG

Golf agrees to implement operational procedures so that use of the CCNG Golf Facilities will minimize wet grass conditions in “unrestricted landscaped areas” during the periods such areas could be in use. “Unrestricted landscaped areas” is defined in 30 Tex. Admin. Code § 210.3. CCNG Golf agrees that the procedures will also ensure that no water spray or spray drift reaches off-premises property outside the ownership or control of CCNG Golf. CCNG Golf shall maintain and provide all records required under 30 Tex. Admin. Code, Chapter 210, Subchapter C. CCNG Golf shall also cooperate with the WTCPUA regarding irrigation scheduling and management, if necessary, to ensure adequate and reliable service for all CCNG Golf given any limitations in the delivery system.

g. Discharges Prohibited. CCNG Golf shall not allow any Reclaimed Water, or any other Reclaimed Water contained in any storage pond, to be discharged to “waters in the state” as that term is defined in Texas Water Code § 26.001. In the event of a discharge, CCNG Golf shall comply with the requirements of 30 Tex. Admin. Code § 210.22.

h. Inspection. Upon at least twenty four (24) hours’ prior notice, CCNG Golf grants the WTCPUA the right to inspect the CCNG Golf Facilities, as well as the areas where Reclaimed Water is stored or used for irrigation, for any lawful purpose.

i. Acknowledgment by CCNG Golf. By its execution of this Agreement, CCNG Golf acknowledges its receipt of a copy of the TCEQ Reclaimed Water Use rules also located at 30 Tex. Admin. Code, Chapter 210, and agrees to comply with all requirements and responsibilities under such rules. CCNG Golf shall comply with all provisions of 30 Tex. Admin. Code, Chapter 210, regarding the transfer, storage, and use of Reclaimed Water, including, but not limited to, all notice, design, construction, storage, operation, and reporting requirements stipulated for the user of reclaimed water pursuant to such provisions.

j. Insurance. CCNG Golf shall keep the CCNG Golf Facilities fully insured at its sole cost and expense.

k. Conditions of Service. CCNG Golf acknowledges and agrees that any obligations on the part of the WTCPUA to provide Reclaimed Water under this Agreement are (i) conditioned upon the WTCPUA’s ability to maintain all necessary permits, agreements, materials, labor, and equipment, as long as the WTCPUA uses reasonable efforts to maintain the permits, agreements, materials, labor, and equipment; (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over the WTCPUA or its activities; and, (iii) subject to the right of the WTCPUA to terminate Reclaimed Water deliveries under this Agreement when the WTCPUA reasonably determines that CCNG’s use of the Reclaimed Water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at 30 Tex. Admin. Code Chapter 210, or successor rules or other law, as may be adopted or amended from time to time.

l. CCNG Golf’s Customers. CCNG Golf shall ensure that its customers receiving Reclaimed Water under this Agreement also comply with the provisions of this Section 9, as applicable by law and TCEQ regulations.

SECTION 10. GENERAL PROVISIONS

10.1 Indemnification. EACH PARTY, ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE OR RESPONSIBLE FOR, AND CCNG GOLF WILL INDEMNIFY SAVE AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INDEMNIFYING PARTY'S USE OF RECLAIMED WATER, AND INDEMNIFYING PARTY'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.

10.2 Venue. All amounts due under this Agreement, including, but not limited to, payments due or damages for the breach of this Agreement, will be paid and be due in Travis County, Texas, which is the County in which the administrative offices of the WTCPUA are located. The Parties agree that Travis County, Texas is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the proceeding will be brought in Travis County, Texas.

10.3 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby.

10.4 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

10.5 Prior Agreements Superseded. This Agreement constitutes the sole Agreement of the Parties with respect to the delivery, transportation, resale and use of Reclaimed Water and cancels and supersedes any prior understandings or oral or written agreements between the Parties respecting the delivery, transportation, resale, and use of any Reclaimed Water.

10.6 Effectiveness of the RWEA. The Parties do not modify or terminate the rights and obligations of the RWEA, with all related Addenda and Exhibits, by this Agreement.

10.7 Signatories to Agreement. The persons signing this Agreement acknowledge by their signatures that they have all proper and lawful authority to act on behalf of the entities they purport to represent and to bind such entities in accordance with the rights and obligations contained in this Agreement.

10.8 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, “**Notice**”) provided or permitted to be given, made, or accepted by any Party under this Agreement must be in writing and may be given or served in any manner reasonably calculated to reach each of the other Parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, will be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

CCNG Golf:	CCNG Golf, L.L.C. Attn: Daniel B. Porter 13453 Highway 71 West Bee, Cave, Texas 78738 (512.533.2365) (512.533.2305)
WTCPUA:	West Travis County Public Utility Agency Attn: General Manager 13215 Bee Cave Parkway Building B, Suite 110 Bee Cave, Texas 78738 (Phone Number) 512/263-0100 (Fax) 512/263-2289

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

10.9 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable federal and state laws and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein will be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

10.10 Applicable Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

10.11 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries, express or implied, to the Agreement, and that the only parties to the Agreement are the WTCPUA and CCNG Golf.

SECTION 11. ASSIGNMENT

11.1 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect until November 19, 2039 to coincide with the expiration date of the Raw Water and Effluent Agreement between the

Lower Colorado River Authority and CCNG Development Company, LP dated November 19, 1999, and may thereafter be continuously renewed in writing by the mutual agreement of the Parties.

11.2 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party binds itself and its successors and permitted assigns to all obligations, promises, and covenants of this Agreement.

11.3 Transfer. If the WTCPUA assigns its obligations with respect to the provision of Reclaimed Water service to CCNG Golf under this Agreement to another party in accordance with Section 11.2, so that the WTCPUA is no longer operating the Wastewater Treatment Plant or its Reclaimed Water Transportation System, then the WTCPUA's obligations under this Agreement will become the sole responsibility of the WTCPUA's assignee.

SECTION 12. REMEDIES UPON DEFAULT

12.1 Default. No Party will be deemed to be in default under this Agreement until the passage of 30 calendar days after receipt by the defaulting Party of notice of default from the other Party. Upon the passage of 30 calendar days from notice of the default without cure of the default, such Party will be deemed to have defaulted for purposes of this Agreement.

12.2 No Additional Waiver Implied. The failure of any Party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement will not be construed as a waiver or relinquishment of the right to the future performance of any term, covenant, or condition by the other Party, and the obligation of the other Party with respect to future performance will continue in full force and effect.

12.3 Remedies. The Parties recognize that certain of their respective obligations, if not performed, may be adequately compensated by money damages while others could not be. Accordingly, the Parties agree that in the event of any failure to perform any covenants, conditions, or obligations of this Agreement on the part of any Party:

a. the aggrieved Party will, to the extent permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law, in equity, or under this Agreement; and

b. the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely if CCNG Golf fails to cure any violation within thirty (30) days after written notice has been sent by the WTCPUA, until the violation is cured; and further, the WTCPUA may terminate this Agreement if Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured such violation.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original,

on this _____ day of _____ 2019, all as of the day and year first written, which is the effective date of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

CCNG GOLF, L.L.C.

By: _____
Daniel B. Porter, Manager

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

ATTEST: _____
Ray Whisenant, Secretary

EXHIBITS

Exhibit A – 210 Permit

Exhibit B – Facilities and Point of Delivery Map

Exhibit C – Description of Spanish Oaks Development

RECLAIMED WATER USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Reclaimed Water Use Agreement ("**Agreement**"), effective as of the ____ day of _____ 2018, is made by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency created and functioning under Chapter 572, Texas Local Government Code (the "**WTCPUA**") and CCNG Golf, L.L.C. ("**CCNG Golf**") (WTCPUA and CCNG Golf are each a "**Party**", and are collectively the "**Parties**").

WITNESSETH:

WHEREAS, the WTCPUA owns and operates a wastewater collection system and a wastewater treatment system, which produces Reclaimed Water (defined herein);

WHEREAS, the WTCPUA owns Texas Land Application Permit No. WQ0013594-001, as it may be amended and renewed from time to time, authorizing the disposal of treated effluent to certain real property identified in that Permit;

WHEREAS, the WTCPUA is the holder of a direct reuse authorization from the TCEQ, (defined herein as a 210 Permit), enabling the WTCPUA to produce and provide Reclaimed Water for beneficial use to customers who require such water resources, in accordance with 30 Texas Administration Code, Chapter 210;

WHEREAS, CCNG Golf desires to ~~also~~ be a customer provider of Reclaimed Water under the WTCPUA's direct reuse authorization; ~~and~~

WHEREAS, CCNG Golf also desires to purchase Reclaimed Water from the WTCPUA ~~to beneficially use and to be a provider of Reclaimed Water~~ provide to other customers within the portion of the WTCPUA's 210 Permit service area that is within the Spanish Oaks Development (defined herein); ~~as authorized under the direct reuse authorization~~;

WHEREAS, for CCNG Golf to be a provider of WTCPUA's Reclaimed Water, WTCPUA had to amend its 210 Permit at the TCEQ to designate CCNG Golf as an additional provider of the WTCPUA's Reclaimed Water, incurring legal fees and engineering expenses.

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

SECTION 1. DEFINITION OF TERMS

The following terms and expressions as used in this Agreement have the following meanings:

1.1 “210 PERMIT” means the WTCPUA’s “Authorization for Reclaimed Water,” Authorization No. R13294-001, as amended, attached hereto as **Exhibit A** and incorporated herein for all purposes.

1.2 “CCNG GOLF FACILITIES” means CCNG Golf and/or CCNG Golf’s customer’s system of pipes and other facilities already installed, together with any facilities to be constructed and installed by CCNG Golf and/or CCNG Golf’s customers, to transport and deliver Reclaimed Water from the Point of Delivery to the final location of use.

1.3 “WTCPUA FACILITIES” means the WTCPUA facilities necessary to convey Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery, including, but not limited to, all pumping, piping, effluent ponds, storage tanks, valving, electrical, and telemetry controls.

1.4 “EFFECTIVE DATE” means the first date written above on this Agreement.

1.5 “MASTER METER” means the meter, owned by WTCPUA, that measures the amount of Reclaimed Water delivered to CCNG at the Point of Delivery under this Agreement.

1.6 “POINT OF DELIVERY” means the location where the WTCPUA will deliver Reclaimed Water to CCNG Golf, which is more specifically depicted in **Exhibit B**, attached hereto and incorporated herein for all purposes.

1.7 “RAW WATER” has the meaning set out in Article I of the RWEA.

1.8 “RWEA” means the Raw Water and Effluent Agreement, dated November 19, 1999, between the Lower Colorado River Authority and CCNG Development Company, L.P., which has been assigned to the WTCPUA and CCNG Golf, respectively.

1.9 “RECLAIMED WATER” means the treated effluent produced by the WTCPUA from the Wastewater Treatment Plant, as authorized in the 210 Permit. Reclaimed Water is not treated effluent that is generated from the WTCPUA’s WWTP and disposed of on the land identified in the WTCPUA’s TLAP Permit.

1.10 “RECLAIMED WATER RATE” means the rate for Reclaimed Water established by the WTCPUA’s “Schedule for Rates, Fees, and Charges and Terms and Conditions of Water and Wastewater Services,” as may be amended from time to time unilaterally by the WTCPUA. As of the date of this Agreement, the rate for Reclaimed Water is \$4.11 per 1,000 gallons.

1.11 “SPANISH OAKS DEVELOPMENT” means that certain land which has been or will be developed as the Spanish Oaks mixed-use, master-planned community, as more particularly described on **Exhibit C**, attached hereto and incorporated herein for all purposes.

1.12 "TCEQ" means the Texas Commission on Environmental Quality, or its successor agencies.

1.13 "TLAP Permit" means the WTCPUA's Texas Land Application Permit No. WQ0013594-001, as may be amended and renewed from time to time.

1.14 "WASTEWATER TREATMENT PLANT" or "WWTP" means any of the WTCPUA's facilities covered in the TLAP Permit or any other WTCPUA facilities approved under the 210 Permit.

SECTION 2. DELIVERY OF RECLAIMED WATER

2.1 Delivery. The WTCPUA shall operate and maintain the WTCPUA Facilities and deliver Reclaimed Water from the Wastewater Treatment Plant to the Point of Delivery in accordance with the other terms of this Agreement. CCNG Golf agrees that all valves and other controls to start, stop, and regulate the flow of Reclaimed Water received from the WTCPUA under this Agreement are beyond the Point of Delivery and will be under the sole control of CCNG Golf and/or CCNG Golf's subsequent users, the installation of which is a condition precedent to the WTCPUA's obligation to furnish Reclaimed Water to CCNG Golf under this Agreement.

2.2 Use of Water. CCNG Golf may only use the Reclaimed Water provided by this Agreement for purposes and in locations authorized in the 210 Permit, as limited by this Agreement. CCNG Golf represents and agrees that the locations of beneficial use of the Reclaimed Water that the WTCPUA delivers to CCNG Golf under this Agreement, regardless of whether the Reclaimed Water is used by CCNG Golf or is provided by CCNG Golf to a third party user, will only be used within the portion of the Service Area identified in the 210 Permit that is within the Spanish Oaks Development. The Parties agree that the Reclaimed Water may not be used for human consumption or domestic purposes; and CCNG Golf agrees that it will ensure that any third party who receives Reclaimed Water from CCNG Golf will not be used for human consumption or domestic purposes. CCNG Golf may not sell any Reclaimed Water received under this Agreement to any other entity without the prior written authorization by the WTCPUA.

2.3 Title. The WTCPUA will have exclusive title, care, custody and control of all Reclaimed Water up to the Point of Delivery, at which point exclusive title, care, custody and control of all Reclaimed Water will pass to CCNG Golf.

SECTION 3. CCNG GOLF FACILITIES

3.1 Facilities to be Constructed. Subject to Section 3.2, CCNG Golf shall design and construct or cause to be constructed, at its sole risk and expense, additional infrastructure necessary to transport, store, provide, and use Reclaimed Water that CCNG Golf accepts from the WTCPUA at the Point of Delivery, including, but not limited to, effluent force main auto backwash screen improvements at the WTCPUA's lift station number 14; and such obligation for CCNG Golf is a condition precedent to the WTCPUA's obligations to furnish Reclaimed Water to CCNG Golf under this Agreement. The CCNG Golf Facilities must be designed and constructed in accordance with all

applicable rules and regulations of TCEQ for reclaimed water systems, and such improvements will constitute components of the CCNG Golf Facilities. CCNG Golf may otherwise construct CCNG Golf Facilities within the boundaries of the WTCPUA Facilities with prior written permission of the WTCPUA. WTCPUA will provide access for CCNG Golf to inspect the CCNG Golf Facilities constructed within the boundaries of the WTCPUA Facilities.

3.2 Approval of Plans and Specifications. CCNG Golf and/or its users will not construct any CCNG Golf Facilities without the prior approval of the plans and specifications for such infrastructure by the WTCPUA. CCNG Golf will design and construct the CCNG Golf Facilities at its sole risk and expense and in accordance with all applicable federal and state laws and regulations, including, but not limited to, 30 Tex. Admin. Code, Chapter 210.

3.3 Inspection. Upon at least twenty four (24) hours' prior notice, CCNG Golf shall provide the WTCPUA's engineer and staff with access during regular working hours to inspect any CCNG Golf Facilities being constructed after the Effective Date of this Agreement.

SECTION 4. QUANTITY AND UNIT MEASUREMENT

4.1 Quantity. The WTCPUA agrees to sell and deliver Reclaimed Water to CCNG Golf at the Point of Delivery on a demand basis. CCNG Golf agrees that the quantity of Reclaimed Water available for delivery and use by CCNG Golf is dependent on the normal operations and production of the Wastewater Treatment Plant, and on the amount of Reclaimed Water available, as determined by the WTCPUA. CCNG Golf agrees that the WTCPUA is under no obligation to provide Reclaimed Water when, in the reasonable opinion of the WTCPUA and in the interest of operating the Wastewater Treatment Plant, there is insufficient Reclaimed Water available for supply to CCNG Golf, or when doing so may violate a federal or state statute, regulation, or permit, or any WTCPUA contractual commitment. In no event will the WTCPUA be required under this Agreement to deliver any minimum or maximum amount of Reclaimed Water to CCNG Golf at the Point of Delivery. CCNG Golf agrees that it will not rely upon any specific quantity of Reclaimed Water from the WTCPUA. The WTCPUA will endeavor to deliver the quantity of Reclaimed Water necessary to meet CCNG Golf's needs, subject to the normal operation and production of the WTCPUA's Wastewater Treatment Plant and the terms of this Agreement.

4.2 Metering.

a. The amount of Reclaimed Water delivered to CCNG Golf at the Point of Delivery will be measured by the Master Meter, by the WTCPUA. The Master Meter and other related equipment shall be owned by the WTCPUA. At the termination of this Agreement, WTCPUA shall retain ownership of the Master Meter, and this provision shall survive the termination of this Agreement. Separate, additional water meters that are owned, read, operated, and maintained by the WTCPUA will be installed by WTCPUA to measure Reclaimed Water that CCNG Golf delivers to each of CCNG Golf's Reclaimed Water customers ("Additional Meters"). WTCPUA will provide CCNG Golf with the monthly meter reading data for the additional meters in a timely manner, and CCNG Golf may attend the WTCPUA's monthly readings of such meters, upon request.

b. The WTCPUA shall keep accurate records of all measurements of Reclaimed Water delivered to CCNG Golf under this Agreement and the measuring devices and such records shall be open to inspection by CCNG Golf during reasonable business hours, upon at least twenty-four (24) hours' prior notice. WTCPUA and CCNG Golf shall have access to the metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be performed only by employees or agents of the WTCPUA. CCNG Golf's agents or employees may observe the reading, calibration and adjustment.

c. Should CCNG Golf have reason to believe that the Master Meter ~~is and/or any of the Additional Meters to the Spanish Oaks Development (the Master Meter and Additional Meters are collectively defined as the "Meters")~~ are recording Reclaimed Water usage inaccurately, CCNG Golf may request that the WTCPUA test the ~~Master-applicable~~ Meter(s) at the WTCPUA's cost; provided, however, that if CCNG Golf requests that the WTCPUA test ~~any the Master-applicable~~ Meter more frequently than once per year, then CCNG Golf shall pay the cost of any additional test of ~~that the Master-applicable~~ Meter if the test shows that ~~such the Master-applicable~~ Meter is accurate (within two percent (2%) registration), but the WTCPUA shall pay the costs of the additional test for such if the results indicate that such ~~Master-applicable~~ Meter is not accurate (in excess of two percent (2%) registration). If it is mutually agreed by the WTCPUA and CCNG Golf that the ~~Master-applicable~~ Meter is malfunctioning, or should the WTCPUA discover that the ~~Master-applicable~~ Meter is recording water usage inaccurately, then the WTCPUA shall immediately notify CCNG Golf of the same, and replace or repair the ~~faulty Master-applicable~~ Meter.

d. If, for any reason, ~~the Master~~ Meter is out of service or out for repair so that the amount of Reclaimed Water delivered cannot be ascertained or computed from the reading thereof, ~~then~~ the Reclaimed Water delivered, through the period such ~~Master~~ Meter is out of service or out for repair, shall be estimated and agreed upon by the Parties upon the basis of the best data available. For such purpose, the best data available shall be determined by consideration of any other meters that can be related to the ~~Master-applicable~~ Meter. If no other ~~M~~ meters in the system are operational which will allow determination of delivered quantity, then the amount of Reclaimed Water delivered during such period may be estimated by (i) correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

e. CCNG Golf shall be responsible for all metering of Reclaimed Water provided by CCNG Golf to CCNG Golf's customers. CCNG Golf shall conduct all metering of Reclaimed Water in accordance with 30 Tex. Admin. Code, Chapter 210.

4.3 Unit of Measurement. The unit of measurement for Reclaimed Water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

4.4 ~~Offset. To the extent allowed by law, the Parties agree that all Reclaimed Water delivered to the Point of Delivery and either used by CCNG Golf or resold by CCNG Golf to CCNG Golf's customers in accordance with this Agreement, as measured by the Master Meter, will be counted as Effluent delivered to CCNG Golf for purposes of Article II, Sections 1, 3 and 7 of the~~

~~RWEA, unless the WTCPUA deems, in its sole discretion, that such Reclaimed Water would impair the WTCPUA's ability to comply with its TLAP Permit, as may be amended from time to time, or any other applicable law, regulation, or ordinance; provided, however, that the WTCPUA's determination that Reclaimed Water may not be counted as Effluent delivered pursuant to the RWEA in accordance with its TLAP Permit shall not impact the WTCPUA's obligations to furnish Reclaimed Water to CCNG Golf under this Agreement.~~

SECTION 5. QUALITY

5.1 General. The Reclaimed Water to be delivered by the WTCPUA to CCNG Golf at the Point of Delivery under this Agreement will be treated wastewater effluent in compliance with applicable State and Federal law and regulations, and the 210 Permit. THE WTCPUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OF THE RECLAIMED WATER SUPPLIED TO CCNG GOLF UNDER THIS AGREEMENT THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS AGREEMENT.

SECTION 6. PAYMENTS

6.1 Commencement of Service. CCNG Golf may begin taking Reclaimed Water under this Agreement when the CCNG Golf Facilities meet the applicable provisions of this Agreement for their intended use.

6.2 Rate. The WTCPUA will charge CCNG Golf the Reclaimed Water Rate for all Reclaimed Water delivered to the Point of Delivery under this Agreement, regardless of whether CCNG Golf or CCNG Golf's customers are the users of the Reclaimed Water. CCNG Golf agrees to pay for such Reclaimed Water, and that it will not protest the Reclaimed Water Rate or any amendment thereto in any forum.

6.3 Billing. The WTCPUA will bill CCNG Golf for the amount of Reclaimed Water delivered to the Point of Delivery, as measured by the Master Meter, in accordance with the terms and conditions of this Agreement. The WTCPUA shall not be responsible for billing CCNG Golf's customers, if any, that receive Reclaimed Water.

SECTION 7. SUSPENSION OR TERMINATION OF SERVICE

7.1 Force Majeure. If, at any time during the term of this Agreement, the WTCPUA is unable to deliver Reclaimed Water under the terms of this Agreement due to circumstances beyond the WTCPUA's control and without its fault, whether the occurrence or circumstance be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto and not within the management or control of the WTCPUA, then the WTCPUA will be excused from performance for a period of time that is reasonably necessary to remedy the effects of the occurrence, and the WTCPUA will not be liable for the breach of this Agreement. The WTCPUA shall use reasonable and good faith efforts to correct any impediment preventing delivery of Reclaimed Water and, when possible and to the extent it is reasonable, give CCNG Golf advance written notice of any inability to deliver the water needed.

7.2 Repairs and Maintenance. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf to perform maintenance and repairs to the WTCPUA Facilities or other parts or components of the WTCPUA's wastewater system, including its Wastewater Treatment Plant. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service to perform such maintenance and repairs, when planned, and an estimate of when service will be reestablished.

7.3 Regulatory Action. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf in response to the request, written order, or direction of any regulatory agency having jurisdiction over the use of Reclaimed Water. The WTCPUA will provide CCNG Golf with verbal or written notice prior to suspension of service and an estimate of when service will be reestablished.

7.4 CCNG Golf's Non-Compliance with Agreement or TCEQ Rules. The WTCPUA may temporarily suspend delivery of Reclaimed Water to CCNG Golf if the WTCPUA reasonably determines that CCNG Golf's use of the Reclaimed Water violates the terms of this Agreement, the 210 Permit, or the requirements of 30 Tex. Admin. Code, Chapter 210, until CCNG Golf cures the violation to the WTCPUA's reasonable satisfaction. If CCNG Golf fails to cure the violation within thirty (30) days after written notice has been sent by the WTCPUA, then the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely, until CCNG Golf cures the violation. If Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured the violation, then CCNG Golf will be in material default of this Agreement, and the WTCPUA may terminate this Agreement pursuant to Section 12.3.b.

SECTION 8. DELIVERY OF RAW WATER

8.1 Alternative Source. If the WTCPUA is unable to meet CCNG Golf's demand for Reclaimed Water for the reasons set out in Section 4.1, or if the WTCPUA temporarily suspends the delivery of Reclaimed Water to CCNG Golf under Sections 7.1, 7.2, or 7.3-or-7.4, then the WTCPUA agrees to sell and deliver Raw Water to CCNG Golf at the Point of Delivery on a demand basis at the WTCPUA's then current rate for Raw Water. The amount of Raw Water delivered will be measured at the Master Meter; provided, however, that if the WTCPUA believes, in its sole discretion, that it does not have Raw Water available due to the WTCPUA's actual or projected use of Raw Water to meet its other obligations, then the WTCPUA may curtail such Raw Water to CCNG Golf as WTCPUA deems necessary. Further, WTCPUA's obligation to deliver Raw Water pursuant to this Agreement shall be subject to the LCRA Water Management Plan and associated Policies as amended from time to time by the LCRA Board of Directors, as well as the WTCPUA Water Conservation and Drought Contingency Plan. The amount of Raw Water delivered to CCNG Golf will be measured at the meters to the Spanish Oaks Development.

SECTION 9. OBLIGATIONS OF THE PARTIES

9.1 Obligations of the WTCPUA.

a. Operation and Maintenance. The WTCPUA shall be responsible for and use commercially reasonable efforts to continuously operate and maintain the WTCPUA Facilities and CCNG Golf Facilities constructed within the boundaries of WTCPUA facilities. All costs, including, without limitation, all capital improvement costs, maintenance, and operation expenses required for the WTCPUA to deliver Reclaimed Water to the Point of Delivery will be paid by the WTCPUA.

b. 210 Permit. The WTCPUA, at its sole cost and expense, shall use commercially reasonable efforts to maintain the 210 Permit and acquire any other applications or approvals associated therewith (collectively, the "Approvals") necessary or required to deliver Reclaimed Water to the Point of Delivery so that CCNG Golf can use the Reclaimed Water in accordance with the terms and provisions of this Agreement.

9.2 Obligations of CCNG Golf.

a. System Operation and Maintenance. At CCNG Golf's sole risk and expense, CCNG Golf shall (i) continuously operate and maintain the CCNG Golf Facilities, any pumping or other facilities, including storage facilities, necessary to convey and store Reclaimed Water from the Point of Delivery to the place of use, (ii) obtain all necessary easements or permits, and (iii) develop and maintain a current operation and maintenance plan on site that meets the requirements of the 210 Permit and 30 Tex. Admin. Code, Chapter 210. CCNG Golf may not install any equipment or improvements on property owned by the WTCPUA without the prior express written consent of the WTCPUA. At CCNG Golf's sole cost, CCNG Golf shall schedule routine maintenance on the CCNG Golf Facilities. CCNG Golf's routine maintenance schedules must include a routine check of the sprinkler heads, distribution piping, pumps, valves, and other mechanical equipment. At CCNG Golf's sole cost, CCNG Golf will conduct repairs as necessary. Preventive maintenance on all mechanical equipment will be as specified by the manufacturer.

b. Construction Requirements. CCNG Golf shall ensure that any CCNG Golf Facilities constructed will have with a minimum separation from potable water lines of nine (9) feet. If it is not possible to maintain this separation, CCNG Golf agrees to construct the facilities in accordance with the portions of 30 Tex. Admin. Code, Chapter 290 concerning separation of potable and non-potable water piping. CCNG Golf agrees to use a nondegradable warning tape in the trench of such facilities to reduce the possibility of inadvertent cross-connections. Pipe used for construction of any additional Reclaimed Water lines must be purple, covered with a purple polywrap bag, or marked with purple tape.

c. 210 Permit. CCNG Golf agrees to cooperate with the WTCPUA, at no cost to CCNG Golf, in obtaining all permits and approvals necessary for WTCPUA to provide Reclaimed Water to CCNG Golf. As long as the Approvals do not impose any materially unreasonable restrictions or obligations on CCNG Golf in the operation and use of the CCNG Golf Facilities, CCNG Golf agrees to take whatever action is reasonably necessary to ensure that the Approvals are obtained, including, but not limited to: (i) cooperating with the WTCPUA and any applicable governmental agency in every reasonable manner and in good faith; and (ii) executing further documents, memoranda, assurances, certificates, and consents reasonably requested by the WTCPUA from time to time.

d. Hose Bibbs, Faucets, Valves. CCNG Golf agrees that it will be solely responsible for designing, installing, or modifying all hose bibs, faucets, and valves in accordance with the provisions of 30 Tex. Admin. Code § 210.25(a).

e. Signage. CCNG Golf agrees that it will be solely responsible for posting signs at all storage ponds, hose bibs, faucets and other points of access to the Reclaimed Water that comply with the requirements of 30 Tex. Admin. Code § 210.25(b).

f. CCNG Golf Facilities Operation. CCNG Golf agrees that it will ensure that the CCNG Golf Facilities are operated in a manner that will minimize the risk of inadvertent human exposure. CCNG Golf agrees that it will provide reasonable control of the application rates for the Reclaimed Water applied to irrigation areas that will encourage the efficient use of Reclaimed Water to avoid excessive application that results in surface runoff or excessive percolation below the root zone. CCNG Golf will not operate the CCNG Golf Facilities when the earth is frozen or saturated with water. CCNG Golf agrees that it will ensure that areas to be irrigated have a vegetative cover when irrigation occurs and take measures to assure no incidental ponding of water occurs. CCNG Golf agrees to implement operational procedures so that use of the CCNG Golf Facilities will minimize wet grass conditions in "unrestricted landscaped areas" during the periods such areas could be in use. "Unrestricted landscaped areas" is defined in 30 Tex. Admin. Code § 210.3. CCNG Golf agrees that the procedures will also ensure that no water spray or spray drift reaches off-premises property outside the ownership or control of CCNG Golf. CCNG Golf shall maintain and provide all records required under 30 Tex. Admin. Code, Chapter 210, Subchapter C. CCNG Golf shall also cooperate with the WTCPUA regarding irrigation scheduling and management, if necessary, to ensure adequate and reliable service for all CCNG Golf given any limitations in the delivery system.

g. Discharges Prohibited. CCNG Golf shall not allow any Reclaimed Water, or any other Reclaimed Water contained in any storage pond, to be discharged to "waters in the state" as that term is defined in Texas Water Code § 26.001. In the event of a discharge, CCNG Golf shall comply with the requirements of 30 Tex. Admin. Code § 210.22.

h. Inspection. Upon at least twenty four (24) hours' prior notice, CCNG Golf grants the WTCPUA the right to inspect the CCNG Golf Facilities, as well as the areas where Reclaimed Water is stored or used for irrigation, for any lawful purpose.

i. Acknowledgment by CCNG Golf. By its execution of this Agreement, CCNG Golf acknowledges its receipt of a copy of the TCEQ Reclaimed Water Use rules also located at 30 Tex. Admin. Code, Chapter 210, and agrees to comply with all requirements and responsibilities under such rules. CCNG Golf shall comply with all provisions of 30 Tex. Admin. Code, Chapter 210, regarding the transfer, storage, and use of Reclaimed Water, including, but not limited to, all notice, design, construction, storage, operation, and reporting requirements stipulated for the user of reclaimed water pursuant to such provisions.

j. Insurance. CCNG Golf shall keep the CCNG Golf Facilities fully insured at its sole cost and expense.

k. Conditions of Service. CCNG Golf acknowledges and agrees that any obligations on the part of the WTCPUA to provide Reclaimed Water under this Agreement are (i) conditioned upon the WTCPUA's ability to maintain all necessary permits, agreements, materials, labor, and equipment, as long as the WTCPUA uses reasonable efforts to maintain the permits, agreements, materials, labor, and equipment; (ii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any government or regulatory body having jurisdiction over the WTCPUA or its activities; and, (iii) subject to the right of the WTCPUA to terminate Reclaimed Water deliveries under this Agreement when the WTCPUA reasonably determines that CCNG's use of the Reclaimed Water to be noncompliant with the provisions of the TCEQ Reclaimed Water use rules, located at 30 Tex. Admin. Code Chapter 210, or successor rules or other law, as may be adopted or amended from time to time.

l. CCNG Golf's Customers. CCNG Golf shall ensure that its customers receiving Reclaimed Water under this Agreement also comply with the provisions of this Section 9, as applicable by law and TCEQ regulations.

SECTION 10. GENERAL PROVISIONS

10.1 Indemnification. EACH PARTY, ITS RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES WILL NOT BE LIABLE OR RESPONSIBLE FOR, AND CCNG GOLF WILL INDEMNIFY SAVE AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, ENFORCEMENT ACTIONS, LOSSES, DAMAGES, OR LIABILITY, INCLUDING WITHOUT LIMITATION, ALL LITIGATION, COSTS, AND ATTORNEYS' FEES BROUGHT BY ANY PERSON, ENTITY, OR REGULATORY AUTHORITY ARISING OUT OF, OR OCCASIONED BY, THE NEGLIGENT ACTS OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, INDEMNIFYING PARTY'S USE OF RECLAIMED WATER, AND INDEMNIFYING PARTY'S OPERATION OF THE FACILITIES ASSOCIATED WITH ITS MANAGEMENT, STORAGE, DISTRIBUTION, OR USE OF RECLAIMED WATER.

10.2 Venue. All amounts due under this Agreement, including, but not limited to, payments due or damages for the breach of this Agreement, will be paid and be due in Travis County, Texas, which is the County in which the administrative offices of the WTCPUA are located. The Parties agree that Travis County, Texas is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the proceeding will be brought in Travis County, Texas.

10.3 Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby.

10.4 Titles. Titles and subtitled Articles contained in this Agreement are for convenience only and have no legal or other effect on the terms of this Agreement.

10.5 Prior Agreements Superseded. This Agreement constitutes the sole Agreement of the Parties with respect to the delivery, transportation, resale and use of Reclaimed Water and cancels and supersedes any prior understandings or oral or written agreements between the Parties respecting the delivery, transportation, resale, and use of any Reclaimed Water.

10.6 Effectiveness of the RWEA. The Parties do not modify or terminate the rights and obligations of the RWEA, with all related Addenda and Exhibits, by this Agreement.

10.7 Signatories to Agreement. The persons signing this Agreement acknowledge by their signatures that they have all proper and lawful authority to act on behalf of the entities they purport to represent and to bind such entities in accordance with the rights and obligations contained in this Agreement.

10.8 Address and Notice. Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice (severally and collectively, "**Notice**") provided or permitted to be given, made, or accepted by any Party under this Agreement must be in writing and may be given or served in any manner reasonably calculated to reach each of the other Parties. Notice sent by certified or registered mail, postage prepaid, return receipt requested, will be deemed to have been received on the second mail delivery day following the day on which it was posted. Notice by any other method will be effective when received. For the purpose of Notice, the addresses of the Parties are, until changed as provided below, as follows:

CCNG Golf:	CCNG Golf, L.L.C. Attn: Daniel B. Porter 13453 Highway 71 West Bee, Cave, Texas 78738 (512.533.2365) (512.533.2305)
WTCPUA:	West Travis County Public Utility Agency Attn: General Manager 13215 Bee Cave Parkway Building B, Suite 110 Bee Cave, Texas 78738 (Phone Number) 512/263-0100 (Fax) 512/263-2289

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

10.9 State and Federal Laws, Rules, Order, or Regulations. This Agreement is subject to all applicable federal and state laws and applicable permits, ordinances, rules, orders, and regulations

of any local, state, or federal governmental authority having or asserting jurisdiction, but nothing contained herein will be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction.

10.10 Applicable Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

10.11 Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries, express or implied, to the Agreement, and that the only parties to the Agreement are the WTCPUA and CCNG Golf.

SECTION 11. ASSIGNMENT

11.1 Term of Agreement. Unless terminated by mutual agreement of the Parties or their successors and assigns, the Agreement shall continue in full force and effect until November 19, 2039 to coincide with the expiration date of the Raw Water and Effluent Agreement between the Lower Colorado River Authority and CCNG Development Company, LP dated November 19, 1999, and may thereafter be continuously renewed in writing by the mutual agreement of the Parties.

11.2 Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Each Party binds itself and its successors and permitted assigns to all obligations, promises, and covenants of this Agreement.

11.3 Transfer. If the WTCPUA assigns its obligations with respect to the provision of Reclaimed Water service to CCNG Golf under this Agreement to another party in accordance with Section 11.2, so that the WTCPUA is no longer operating the Wastewater Treatment Plant or its Reclaimed Water Transportation System, then the WTCPUA's obligations under this Agreement will become the sole responsibility of the WTCPUA's assignee.

SECTION 12. REMEDIES UPON DEFAULT

12.1 Default. No Party will be deemed to be in default under this Agreement until the passage of 30 calendar days after receipt by the defaulting Party of notice of default from the other Party. Upon the passage of 30 calendar days from notice of the default without cure of the default, such Party will be deemed to have defaulted for purposes of this Agreement.

12.2 No Additional Waiver Implied. The failure of any Party to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this Agreement will not be construed as a waiver or relinquishment of the right to the future performance of any term, covenant, or condition by the other Party, and the obligation of the other Party with respect to future performance will continue in full force and effect.

12.3 Remedies. The Parties recognize that certain of their respective obligations, if not performed, may be adequately compensated by money damages while others could not be.

Accordingly, the Parties agree that in the event of any failure to perform any covenants, conditions, or obligations of this Agreement on the part of any Party:

a. the aggrieved Party will, to the extent permitted by law, have the remedy of specific performance of this Agreement, in addition to any other remedies otherwise available at law, in equity, or under this Agreement; and

b. the WTCPUA may cease providing Reclaimed Water to CCNG Golf indefinitely if CCNG Golf fails to cure any violation within thirty (30) days after written notice has been sent by the WTCPUA, until the violation is cured; and further, the WTCPUA may terminate this Agreement if Reclaimed Water service is not restored to CCNG Golf within 180 days after termination of service because CCNG Golf has not cured such violation.

IN WITNESS WHEREOF, the Parties hereto acting under the proper authority have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, on this ____ day of _____ 2018~~9~~, all as of the day and year first written, which is the effective date of this Agreement.

[SIGNATURE PAGE(S) FOLLOW]

CCNG GOLF, L.L.C.

By: _____
Daniel B. Porter, Manager

**WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

By: _____
Scott Roberts, President
Board of Directors

ATTEST: _____
Ray Whisenant, Secretary

EXHIBITS

Exhibit A – 210 Permit

Exhibit B – Facilities and Point of Delivery Map

Exhibit C – Description of Spanish Oaks Development

VII. NEW BUSINESS

ITEM A

THIRD AMENDMENT TO
WHOLESALE WATER SUPPLY AGREEMENT BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
THE CITY OF DRIPPING SPRINGS
(Driftwood Ranch Tract Service Property Amendment)

This Third Amendment to the Wholesale Water Supply Agreement Between Lower Colorado River Authority (“LCRA”) and The City of Dripping Springs (“Third Amendment”) is by and among City of Dripping Springs, a Type A General Law City located in Hays County, Texas ("City"), and the West Travis County Public Utility Agency (“WTCPUA”) a political subdivision of the state of Texas formed in accordance with Chapter 572 of the Texas Local Government Code.

RECITALS:

- A. The LCRA and the City negotiated and executed the Wholesale Water Supply Agreement Between LCRA the City with an effective date of March 11, 2003, as amended January 21, 2016 (“First Amendment”) and May 18, 2017 (“Second Amendment”) (the "Agreement").
- B. The WTCPUA assumed the rights and obligations of the LCRA set-forth in the Agreement effective March 19, 2012.
- C. The City recognizes and accepts the WTCPUA as having been assigned the rights and obligations of the LCRA set-forth in the Agreement.
- D. Consistent with its West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Services (“WTCPUA Rate Tariff”) and all service rules and policies, the WTCPUA issued a Preliminary Finding of Capacity to Serve to the City for the Driftwood Ranch Tract Service Property February 16, 2017, as shown in **Exhibit A** and defined in Section 1.1 of this Third Amendment, originally for 300 Living Unit Equivalents (“LUEs”) of water service. On May 12, 2017, the City requested to increase the amount of LUEs from 300 to 350. The WTCPUA Board of Directors approved the increase of reserved capacity to 350 LUEs on June 15, 2017.
- E. Driftwood Ranch Tract Service Property is in the City’s Potential Service Area (as defined in the Agreement).
- F. The City has been issued water Certificate of Convenience (“CCN”) No. 13030 to provide retail potable water utility service in certain areas.
- G. The Parties now wish to enter into this Third Amendment to confirm that the City shall be the retail potable water utility service provider to the Driftwood Ranch Tract Service Property and the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property, and to provide other clarifications as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements set forth below, the City and WTCPUA agree as follows:

ARTICLE 1
AMENDMENTS

- 1.1 **Section 1.01.** Section 1.01 of the Agreement is hereby amended to add the following definitions:

“Driftwood Ranch Tract Service Property” means the two tracts of land in Hays County more specifically described in **Exhibit B**, attached hereto.

“Parties” means the City of Dripping Springs and the WTCPUA.

“Max Day Reservation – Driftwood Ranch Tract Service Property” means the maximum amount of water to be delivered to the City for the Driftwood Ranch Tract Service Property on a daily basis based on the flow rates and capacity commitments established in this Third Amendment. The City’s Max Day Reservation for the Driftwood Ranch Tract Service Property is 900 gallons per day per LUE.

- 1.2 **Section 7.07.** Section 7.07 of the Agreement is hereby amended such that the address for notice to LCRA shall be as follows:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
Office: (512) 263-0100
Fax: (512) 263-2289
rpugh@wtcpua.org

- 1.3 **Addition of Article IX.** The Agreement is hereby amended to add the following Article IX:

ARTICLE IX
SPECIAL PROVISIONS APPLYING TO
DRIFTWOOD RANCH TRACT SERVICE PROPERTY

Section 9.01. Driftwood Ranch Tract Service Property. This Article IX affects and applies only to the Driftwood Ranch Tract Service Property and it is not intended to nor should be it construed to affect any other portion of the City’s Potential Service Area or the LCRA Service Area.

Section 9.02. CCN Authorization for Driftwood Ranch Tract Service Property.

Section 5.03 is modified to add the following:

The City may provide retail potable water utility service to the Driftwood Ranch Tract Service Property pursuant to the Third Amendment even though the Property is outside the current CCN of the City. The City may pursue an amendment to its CCN to serve the Driftwood Ranch Tract Service Property after the information to apply for the amendment is available. The WTCPUA will support the application of the City to amend its CCN to provide retail potable water utility service to the Driftwood Ranch Tract Service Property.

Section 9.03. Supply of Water to Driftwood Ranch Tract Service Property.

The Parties agree that pursuant to Section 3.01 of the Agreement, except as provided in Section 9.02 of this Article, the WTCPUA shall provide Wholesale Water Supply to the City for the Driftwood Ranch Tract Service Property in the amount not to exceed 350 LUEs as measured at the Delivery Point. The Parties agree that pursuant to Section 3.01 of the Agreement, the City shall provide retail potable water utility service for the Driftwood Ranch Tract Service Property in the amount of 350 LUEs.

For purposes of this Agreement, the average daily water use within the Property, as measured at the Delivery Point, shall not exceed 450 gallons per day per LUE or a total of 157,500 gallons per day (i.e., 57,487,500 gallons per year) for 350 LUEs, computed as a daily average over a calendar year. In the event the total annual quantity of water as measured at the Point of Delivery exceeds 57,487,500 gallons, the WTCPUA may assess and the City agrees to pay a water surcharge for water used that is in excess of 57,487,500 gallons.

In addition, the maximum or peak day water use for the Property, as measured at the Delivery Point, shall not exceed 900 gallons per day per LUE, or 315,000 gallons per day. In the event the City's maximum or peak day water use on any given day exceeds 315,000 gallons over any 24-hour day, the WTCPUA may:

1. Install, at the City's sole cost, a water rate flow of controller to restrict or limit the maximum flow to the Property to a maximum of 219 gpm on an instantaneous basis; and/or
2. Assess a surcharge for any quantity used in excess for 315,000 gallons per day.

Provided, however, the Parties agree and acknowledge that Developer of the Project plans to construct a golf course in the initial phase of development of the Driftwood Ranch Tract. The Parties also acknowledge and agree that Developer intends to use treated effluent to grow and sustain the golf course.

The Parties further acknowledge and agree that there will not be sufficient effluent necessary to grow and sustain the golf course. The Parties thus agree that Developer may utilize water described in Section 9.03, on a temporary, interruptible basis not to exceed three years, to construct, grow and sustain the golf course. The water use will vary from time to time and may not, combined with other water service to the Property, exceed maximum or peak day water use of 1,000,000 gallons over a 24-hour day as measured at the Delivery Point. The WTCPUA will have the right to assess a surcharge for any quantity used in excess for 1,000,000 gallons a day during this three year golf course grow in period. Further, the average daily and annual water use limits of 157,500 gallons per day and 57,487,500 gallons per year, peak day water use of 315,000 gallons per day, and corresponding surcharges as described above in Section 9.03 will not become effective until after the three-year golf course grow in period.

Finally, the City understands and agrees the WTCPUA does not and is not required to provide fire flows to the Property. As such, the City is solely responsible for the installation and maintenance any water improvements necessary to provide fire flows to the Property. Such improvements, if installed, shall be located on the City's side of the Delivery Point.

Section 9.04 The City agrees to ensure that all water infrastructure to provide service pursuant to this Third Amendment will be designed, constructed and inspected according to WTCPUA Standard Specifications and Rules and Policies, including water quality requirements outlined in the "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement). The City also agrees that such facilities will be properly conveyed to the City and contained in public rights of way, easements in final plats, or separate easements granted to the City to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA will reserve the right to review and approve all construction and water quality plans, inspect the construction, and review and approve all Conveyance Agreements and Easement Agreements. The City shall be responsible for maintenance and repairs of all the facilities constructed in the Driftwood Ranch Tract Service Property.

The City shall be responsible for design and construction of the Delivery Point facilities, including Master Meter and appurtenances. The Master Meter shall meet WTCPUA specifications and be set after WTCPUA approval. The WTCPUA shall own and maintain the facilities, including calibration of the Master Meter. The City agrees that the Delivery Point facilities will be

properly conveyed to the WTCPUA and contained in public rights of way, easements in final plats, or separate easements granted to the WTCPUA to facilitate maintenance, repair, and improvement of the facilities. The WTCPUA shall read the Master Meter monthly and bill the City pursuant to the Rates and Charges outlined in Section 9.05 below.

Section 9.05. Rates and Charges.

(a) The Base Fee to be paid by the City to the PUA for the Driftwood Ranch Tract Service Property shall be determined by the following formula:

$$\{ \text{Annual Allocated Debt Service Payment} + (25\% \text{ times coverage} * \text{Annual Allocated Debt Service Payment}) - (\text{Effective Impact Fee Credit} * \text{Annual Debt Service Payment}) / 12 \text{ months} \}.$$

(b) The Driftwood Ranch Tract Service Property Volume Charge shall recover the PUA's expenses associated with operating and maintaining the Regional Facilities, including a systems raw water loss fee per thousand gallons to be calculated as follows:

$$[\text{LCRA Raw Water cost per Thousand Gallons} / (1 - .10 \text{ water loss})] / 10$$

Upon the effective date of this Second Amendment, the initial Base Fee for the Driftwood Ranch Tract Service Property will be \$_____ per year, or \$_____ per month. The Base Fee shall be assessed by the PUA on a monthly basis. Upon the effective date of this Second Amendment, the initial monthly Volume Charge will be **\$1.83** per thousand gallons used.

The PUA shall utilize the base-extra capacity methodology performed by a qualified professional to determine the appropriate Base Fee and Volume Charge for each wholesale customer, including the Driftwood Ranch Tract Service Property, and may be adjusted from time to time by the PUA's Board of Directors.

The absorption (i.e., build-out) schedule used as part of the Base Fee calculation for the Driftwood Ranch Tract Service Property is ten (10) years. The City shall pay the Driftwood Ranch Tract Service Property Base Fee regardless of whether the Driftwood Ranch Tract Service Property meets the absorption schedule used to develop the annual debt payment schedule.

The Effective Impact Fee Credit shall be determined based upon the following formula:

$$\text{Project Costs Recovered by Impact Fees} / \text{Total Project Costs}$$

Project Costs Recovered by Impact Fees shall be determined by the following formula:

Project costs eligible for impact fee recovery as determined
by the PUA's most recent impact fee study * the percent
level of impact fees adopted by the PUA Board of Directors.

The Annual Allocated Debt Service Payment for the Driftwood Ranch Tract Service Property, from time to time due and payable, shall be based on the City's allocated pro-rata share of the PUA's capital costs for the Regional Facilities (including interest expense) as determined based on input from the City prior to the issuance of bonds to fund the Regional Facilities so long as the total capital cost allocated to the City is recovered within the life of the bonds, including interest expense. The City's pro-rata share of the WTCPUA's capital costs for the Driftwood Ranch Tract Service Property is calculated based on its Max Day Reservation, multiplied by the WTCPUA's Cost per Gallon of the Regional Facilities. **Exhibit C** attached hereto and incorporated herein for all purposes, sets forth the current schedule of the Annual Allocated Debt Service Payment. **Exhibit C** may be amended from time to time by the WTCPUA to reflect future LCRA installment payments as well as future debt issuances associated with future Regional Facility projects.

The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "System-Wide" Facilities shall be calculated by dividing the total cost of the System Wide Regional Facilities by 27,000,000 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "Hwy 71" shall be calculated by dividing the total cost of the Hwy 71 Regional Facilities by 14,829,230 gallons. The WTCPUA's Cost per Gallon of the Regional Facilities, further classified as "US 290" shall be calculated by dividing the total cost of the US 290 Regional Facilities by 12,170,770.

The WTCPUA shall not allocate costs for future Regional Facilities to the City beyond 27 million gallons per day (MGD) of water treatment plant capacity if the City establishes to the WTCPUA's satisfaction that it has reached eighty percent (80%) of its projected absorption schedule of the Driftwood ranch Tract Service Property six months prior to the WTCPUA's issuance of bonds for such expansion.

(b) Within ten business days of a written request from the WTCPUA, the City shall provide the WTCPUA with copies of the City's monthly operating reports indicating the City's peak day consumption, including a break-out of the Driftwood Ranch Tract Service Property. At any time, the WTCPUA may also install, at its sole discretion, a max-day meter and/or a flow regulator on the City System, including the Driftwood Ranch Tract Service Property, to assess or control actual maximum daily demands by the City.

If the WTCPUA determines that the City is exceeding the Max Day Reservation for the City or Driftwood Ranch Tract Service Property, the City will be subject to a surcharge as determined by the WTCPUA Rate Tariff and all service rules and policies.

ARTICLE 2
RATIFICATION

- 2.1 By entering into this Third Amendment, the Parties hereby ratify the Agreement, and affirm and agree that it is in full force and effect, as amended.

ARTICLE 3
MISCELLANEOUS

- 3.1 Incorporation; Definitions. The background as set forth in the recitals is true and correct, forms a material part of this Third Amendment and is hereby incorporated into this Agreement. Words with initial capital letters that are used but not defined in this Third Amendment shall have the meanings given to them in the Agreement.
- 3.2 Effective Date of Third Amendment. The Effective Date of this Third Amendment is the latest occurring signature of the City or the WTCPUA.
- 3.3 Counterparts. This Third Amendment may be executed in multiple counterparts, each to be considered an original, to be effective upon execution by all Parties.

IN WITNESS THEREOF, the Parties hereto, acting under the requisite authority, have caused this First Amendment to be duly executed to be effective as of the Effective Date as provided above.

[Signature Page Follows]

CITY OF DRIPPING SPRINGS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Kerri Craig
City Secretary

APPROVED AS TO FORM AND
LEGALITY:

City Attorney

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts
President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant
Secretary
Board of Directors



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
www.wtcpua.org

February 16, 2017

City of Dripping Springs
 c/o David J. Tuckfield, Special Counsel for the City of Dripping Springs
 12400 W. Highway 71, Suite 350-150
 Austin, Texas 78738

Re: **Preliminary Finding of Capacity to Serve**
 City of Dripping Springs Eastern ETJ Master Meter Project
 Hays County, Texas

City of Dripping Springs:

The West Travis County Public Utility Agency (WTCPUA), as the retail water utility service provider for the referenced application, has completed review of your request for a master meter for wholesale water service to the City of Dripping Springs' eastern Extraterritorial Jurisdiction (ETJ) for delivery of 300 LUEs of water service. This request is subject to the *Wholesale Water Supply Agreement between Lower Colorado River Authority and the City of Dripping Springs* ("Agreement") dated March 11, 2003, as assigned. In accordance with West Travis County Public Utility Agency Water and Sewer Service and Development Policies, the WTCPUA will provide a total Level of Service allocation of **three-hundred (300) LUEs** and authorizes construction of the master meter, effective upon the Applicant complying with the Service Extension Request (SER) Conditions set forth below::

CONDITIONS

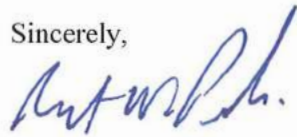
1. The City of Dripping Springs ("Applicant") is subject to the terms and conditions of *West Travis County Public Utility Agency Regional Water and Wastewater Systems Schedule for Rates, Fees, Charges and Terms and Conditions of Water and Wastewater Service*, known as the WTCPUA Rate Tariff, as amended from time to time by the Board of Directors of the West Travis County Public Utility Agency;
1. The Applicant enters into an amendment of the existing Wholesale Water Supply Agreement (the "Wholesale Agreement") to designate the Delivery Point for the master meter, an absorption schedule for an immediate allocation of three-hundred (300) LUEs of service, and (1) a minimum monthly rate and bill for the wholesale meter or (2) as a component of the amendment to the Wholesale Agreement, the WTCPUA shall reserve 300 LUEs for water allocated to Applicant and the Applicant shall pay to the WTCPUA annual Water Reservation Fees according to the WTCPUA Tariff, initially in the amount of \$414.96 per Reserved Water LUE, and as may be amended by the WTCPUA from time to time;
2. Pursuant to the Wholesale Agreement, the Applicant amends the City of Dripping Springs Certificate of Convenience and Necessity as authorized by the Texas Public Utilities Commission to include all areas proposed for water service;

3. The Applicant constructs, at Applicant's sole cost and expense, all water service facilities ("Facilities") necessary to facilitate wholesale service to the City of Dripping Springs and the areas proposed for service adjacent to the intersection of RM 1826 and Darden Hill Road in Hays County, Texas, including but not limited to:
 - a) Construct 16"x12" Full Body Tapping Sleeve and 12" Gate Tapping Valve.
 - b) Construct approximately 20 linear feet of 12" DI waterline.
 - c) Construct 8" Master (AMR) Meter Assembly with vault and provide meter as required by the WTCPUA.
 - d) Construct 12" Backflow Preventer with Vault.
4. The Applicant completes the review process of technical plans associated with the proposed Facilities;
5. The WTCPUA inspects and accepts such facilities and Applicant conveys such facilities to the WTCPUA;
6. The Applicant, at its sole cost and expense, acquires and grants to the WTCPUA all exclusive-use easements necessary for the WTCPUA to own and operate the Facilities in a form and manner acceptable to the WTCPUA;
7. The Applicant shall adopt one of the alternative water quality measures required of the new development as specified in that certain "Memorandum of Understanding" between the LCRA and the United States Fish and Wildlife Service (USFWS), dated May 24, 2000 (MOU) and the "Settlement Agreement and Stipulation of Dismissal" from the lawsuit, Hays County Water Planning Partnership, et. al. vs. Lt. General Robert B. Flowers, U.S. Army Corps of Engineers, Thomas E. White, Secretary of the Army, Gale Norton, Secretary of the Department of the Interior, and the Lower Colorado River Authority, W.D. Tex. 2002 (No. AOOCA 826SS) (Settlement Agreement) including:
 - Measures approved by the USFWS through separate Section 7 consultation, or other independent consultation;
 - TCEQ optional enhanced measures, Appendix A and Appendix B to RG-348; or
 - U.S. Fish and wildlife Service Recommendations for Protection of Water Quality of the Edwards Aquifer dated September 1, 2000;
8. The Applicant pays all applicable fees and charges associated with the extension of service; and,
9. The Applicant follows and complies with all applicable WTCPUA rules and regulations pertaining to water service, as amended from time to time by the WTCPUA Board of Directors.

Please be advised that conditions may change over time and the WTCPUA will not reserve or commit water capacity to the Property until all conditions listed above are met or until reservation fees are paid or a minimum monthly rate (bill) is established for the master meter in accordance with current WTCPUA policies. Also, please be advised that the WTCPUA will not provide direct fire flow service to the Property, and, as such, the Applicant may be required to install and maintain fire service facilities needed to meet local fire code regulations and requirements.

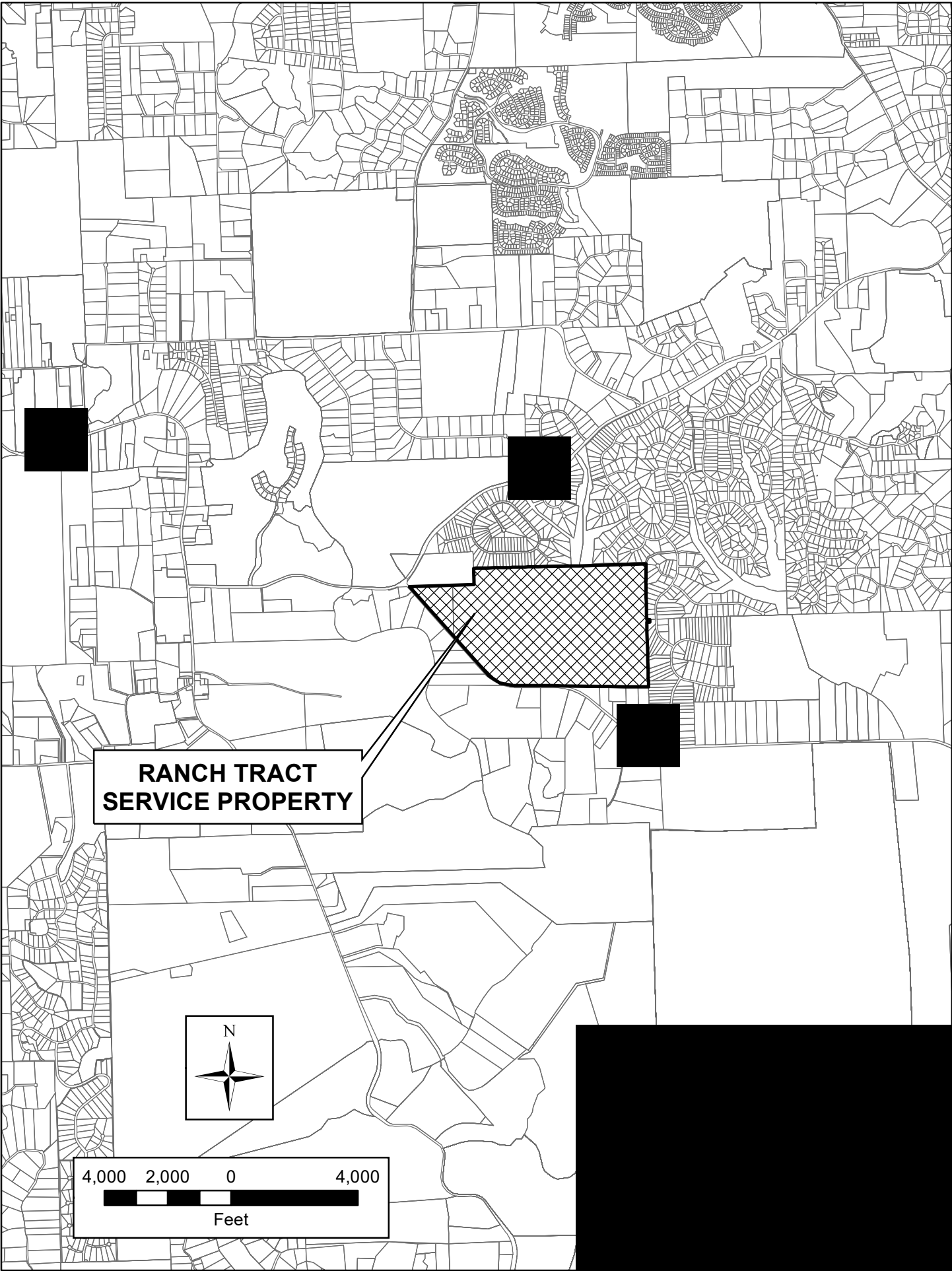
If you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Pugh".

Robert Pugh
General Manager

Cc: Curtis D. Wilson, P.E., WTCPUA
Stefanie Albright, Lloyd Gosselink Rochelle & Townsend, P.C.



**RANCH TRACT
SERVICE PROPERTY**

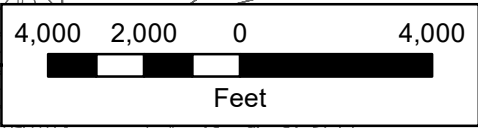


Exhibit C

West Travis County Public Utility Agency
Wholesale Rate Study
January 11, 2019
Individual Capital Amortization Schedule

City of Dripping Springs (Eastern Service Area and New Discovery Golf Course)

Series 2013-2019 Debt Payment Schedule

Effective Interest Rate		3.78%
Capital Cost Allocation	\$	1,432,544
Plus Reserves		80,600
Plus Issuance Costs (2%)		30,263
Capital Cost Allocation	\$	1,543,407
Build-out LUEs	-	
Current LUEs (January 2019)	-	
Annual Payment per LUE	\$	365
Effective Impact Fee Credit		19%

	Projected LUEs	Beginning Balance	Interest Expense	Subtotal	Total Annual Debt Payment	Ending Balance	Annual Minimum Bill Paid to PUA*	Monthly Minimum per LUE
2020	-	\$ 1,543,407	\$ 58,269	\$ 1,601,676	\$ 13,852	\$ 1,587,824	\$ 14,729.64	
2021	38	\$ 1,587,824	\$ 59,946	\$ 1,647,770	\$ 13,852	\$ 1,633,918	\$ 14,729.64	\$ 32.30
2022	77	\$ 1,633,918	\$ 61,687	\$ 1,695,604	\$ 28,069	\$ 1,667,535	\$ 29,846.91	\$ 32.30
2023	116	\$ 1,667,535	\$ 62,956	\$ 1,730,491	\$ 42,286	\$ 1,688,205	\$ 44,964.18	\$ 32.30
2024	155	\$ 1,688,205	\$ 63,736	\$ 1,751,941	\$ 56,503	\$ 1,695,439	\$ 60,081.44	\$ 32.30
2025	194	\$ 1,695,439	\$ 64,009	\$ 1,759,448	\$ 70,719	\$ 1,688,728	\$ 75,198.71	\$ 32.30
2026	233	\$ 1,688,728	\$ 63,756	\$ 1,752,484	\$ 84,936	\$ 1,667,548	\$ 90,315.98	\$ 32.30
2027	272	\$ 1,667,548	\$ 62,956	\$ 1,730,504	\$ 99,153	\$ 1,631,351	\$ 105,433.24	\$ 32.30
2028	311	\$ 1,631,351	\$ 61,590	\$ 1,692,941	\$ 113,370	\$ 1,579,571	\$ 120,550.51	\$ 32.30
2029	350	\$ 1,579,571	\$ 59,635	\$ 1,639,205	\$ 127,587	\$ 1,511,619	\$ 135,667.77	\$ 32.30
2030	350	\$ 1,511,619	\$ 57,069	\$ 1,568,688	\$ 127,587	\$ 1,441,101	\$ 135,667.77	\$ 32.30
2031	350	\$ 1,441,101	\$ 54,407	\$ 1,495,508	\$ 127,587	\$ 1,367,922	\$ 135,667.77	\$ 32.30
2032	350	\$ 1,367,922	\$ 51,644	\$ 1,419,566	\$ 127,587	\$ 1,291,979	\$ 135,667.77	\$ 32.30
2033	350	\$ 1,291,979	\$ 48,777	\$ 1,340,756	\$ 127,587	\$ 1,213,169	\$ 135,667.77	\$ 32.30
2034	350	\$ 1,213,169	\$ 45,802	\$ 1,258,971	\$ 127,587	\$ 1,131,384	\$ 135,667.77	\$ 32.30
2035	350	\$ 1,131,384	\$ 42,714	\$ 1,174,098	\$ 127,587	\$ 1,046,512	\$ 135,667.77	\$ 32.30
2036	350	\$ 1,046,512	\$ 39,510	\$ 1,086,022	\$ 127,587	\$ 958,435	\$ 135,667.77	\$ 32.30
2037	350	\$ 958,435	\$ 36,185	\$ 994,619	\$ 127,587	\$ 867,033	\$ 135,667.77	\$ 32.30
2038	350	\$ 867,033	\$ 32,734	\$ 899,766	\$ 127,587	\$ 772,180	\$ 135,667.77	\$ 32.30
2039	350	\$ 772,180	\$ 29,153	\$ 801,332	\$ 127,587	\$ 673,746	\$ 135,667.77	\$ 32.30
2040	350	\$ 673,746	\$ 25,436	\$ 699,182	\$ 127,587	\$ 571,595	\$ 135,667.77	\$ 32.30
2041	350	\$ 571,595	\$ 21,580	\$ 593,175	\$ 127,587	\$ 465,589	\$ 135,667.77	\$ 32.30
2042	350	\$ 465,589	\$ 17,578	\$ 483,166	\$ 127,587	\$ 355,580	\$ 135,667.77	\$ 32.30
2043	350	\$ 355,580	\$ 13,424	\$ 369,004	\$ 127,587	\$ 241,417	\$ 135,667.77	\$ 32.30
2044	350	\$ 241,417	\$ 9,114	\$ 250,532	\$ 127,587	\$ 122,945	\$ 135,667.77	\$ 32.30
2045	350	\$ 122,945	\$ 4,642	\$ 127,587	\$ 127,587	\$ 0	\$ 135,667.77	\$ 32.30

*Annual minimum bill paid to PUA includes impact fee credit, plus times coverage requirements.

VIII. STAFF REPORTS

ITEM A

General Manager's Report
January 17, 2019

1. Legal:

- a. Monthly Project Call with Lloyd Gosselink, December 17, 2018. Continue to make process made on reducing inherited backlog of Conveyance Agreements, Lease Agreements, and Easements.
- b. Processed the following Conveyance Agreements:
 - i. Blue Blazes Development, 290 System.
- c. Processed the following Easement Agreements.
 - ii. CCNG, Lift Station No. 14 (Kassandra Interests) (reviewed and sent to other party).
 - iii. Blue Blazes Development, 290 System.
- d. Joint Proposed Notice of Approval and Motion to Admit Evidence for CCN transfer from Austin to WTCPUA for the Preserve at Oak Hill was filed December 13, 2018 with the Public Utility Commission.
- e. Reviewed Letter Agreement with Hays WCID Nos. 1 and 2 to coordinate tie in of 1340 Transmission Main Project on Sawyer Ranch Road, December 19, 2018.
- f. Executed Letter Agreement and Easement Agreement with Lakepointe HOA for Second Raw Water Line Project, December 28, 2018.
- g. Reviewed draft Amendment No. 3 for Wholesale Water Supply Agreement with City of Dripping Springs, December 31, 2018 and January 9, 2019.
- h. Completed additional review and edits of draft CCNG Reclaimed Water Use Agreement, January 7, 2019. Also preparing summary memo for Board packet.
- i. Conference call with MEC and LG to review Ledgestone Commercial Project NSSA, January 8, 2019.

2. Customer Service:

- a. Kodi Sawin, PR Consultant, notified us on December 11, 2018 that she has taken a Chief of Staff position with Representative Vikki Goodwin. Will terminate the Consulting Services Agreement. Charlene Bethel will issue press releases going forward.
- b. Employee Christmas Luncheon December 12, 2018 at Maudie's.
- c. Monthly Customer Service Staff meeting with GM and Operations January 4, 2019.
- d. Manual Meter Replacement Program: Project kick-off meeting with RTS Water Solutions LLC on January 7, 2019. Letter sent to customers December 7, 2018 advising them of project scope and contractor procedures.

e. LCRA notified us on December 18, 2018 that they had 13 WTCPUA customers apply for a Smart Controller rebate last year. With the application, customers agree to share with LCRA their water use so LCRA can calculate water savings generated from Smart controllers. Customer Service sent LCRA these customers' water use over the past three years.

f. First Quarter article for Lake Travis View and Customer News Letter prepared and distributed, January 4, 2019.

3. Finance:

a. Received invoices from BOK Financial for Series 2013, 2015 and 2017 annual Bond interest payments, December 20, 2018. Payment to be made in February, 2019.

4. Operations:

a. Weekly Operations Meeting on December 11, 2018. Met with MEC to review and coordinate current CIP projects. VT SCADA conversion from Wonderware project is complete except for a few punch list items. Raw Water Pump Station Pump No. 2 pulled and sent to Smith Pump for warranty repairs.

b. Commencing FY2019 Maintenance and Repair plan (Year 1 of 5-Year Plan). Coordinating with MEC.

c. Replacement Trident Units' influent butterfly and actuator valves installed week of December 17, 2018.

d. Neuros, Inc. replaced VFD to correct faulting blowers for Unit 3 filter backwashing, December 18, 2018.

e. The following water service outages were scheduled for December 17, 2018.

1. Tie in for HightPointe 1-3A Stoney Point between 10:00 am - 11:00 am. 20 customers temporarily without water while work completed.

2. Hwy 71 near Qualtech Automotive. 2" main leak, 10:00 am – 2:00 pm. Approximately 5 customers affected. *This was postponed until Thursday December 20th.* Door tags were issued.

3. Heritage Oaks and Laurel Hill. 8" main leak. Duration 8 hours, 8:00 am – 5:00 pm. Approximately 20 customers affected. Partial road closure required.

f. RFB Analytical Laboratory Services bid opening was held Friday, December 14, 2018 at 2:00 pm. Two bids were received. AquaTech is the low bidder and current lab provider. Recommend to award 2-year service agreement to AquaTech at January 17, 2019 Board Meeting.

- | | |
|--------------|-------------|
| 1. AquaTech: | \$90,448.00 |
| 2. LCRA: | \$98,824.00 |

g. Dead trees replaced in front of Bohl's WWTP, December 20, 2018.

h. Reviewed Water Treatment Plant SOP for raw water high turbidity events, December 21, 2018.

i. Site tour with Operations Manager of Bohl's WWTP, new MUD 22 elevated storage tank, LTISD Middle School No. 3, Lazy Nine MUD master meter delivery points and Deer Creek Ranch ground storage tank and pump station, December 28, 2018.

j. Meeting with Operations Staff and Michael Humphrey, Telecommunications Consultant, to review options to replace WTP entrance key pad and call box system, January 3, 2019.

k. Effluent Management: Due to recent rains, combined pond levels reached mandatory take level of 73%, January 7, 2019. Requesting revised weekly takes from TLAP Customers to maintain current levels.

5. Personnel:

a. Finalized FY2019 Goals with Managers weeks of December 3 and 10, 2018.

b. Hired Melissa Morris, Customer Service Representative, as permanent WTCPUA employee with start date on December 17, 2018.

c. Hired Shannon Chambers from Aerotek staffing to fill vacant Line Maintenance position, December 28, 2018. Start date is January 7, 2019.

d. Ben Bourland, Water Treatment Operator In-Training, obtained Class D Water License.

e. Reviewed job description for Journeyman Electrician, Pump and Electrical position, January 2, 2019. Advertised position on Indeed. Several qualified applicants have applied for two current openings.

f. Approved repairs to Bohl's WWTP irrigation system, January 8, 2018, \$5300.

6. Engineering:

a. Continued Team Meetings with Finance and Customer Service for process improvements on Network SER file organization and SER tracking spreadsheet.

b. Continuing work on FY2019 Goal to add a Developer Resources Section to our Website under "Resources." The information will have a summary of SER procedures and Tariff requirements including fees, plan submittal and approval processes, inspection requirements, and project close out procedures.

c. Hosted Water Environment Association of Texas (WEAT) engineering student teams tour at Bohl's plant for plant expansion design competition, December 17, 2018. Coordinated with MEC and staff.

Tour 1

University of Texas at Austin

A&M University Team 1

A&M University Team 2

University of Houston

Tour 2

Southern Methodist University

A&M University at Kingsville Team 1

A&M University at Kingsville Team 2
A&M University at Kingsville Team 3
Tarleton State University

Tour 3

Texas Tech University Team 1
Texas Tech University Team 2
Lamar University
Letourneau University
LSU

d. Bi-Weekly Engineering Staff meeting, December 18, 2018.

e. MEC completed system infrastructure mapping updates and sent to printer to laminate for field and office use, January 3, 2019.

7. Capital Program:

a. Coordination meeting on December 13, 2018 for 1340 Transmission Main tie-in at U.S. 290 and Sawyer Ranch Road. Will enter into Letter Agreement with Hays WCID Nos. 1 and 2 to use their facilities and coordinate water supply during tie in.

b. Prepared letter Agreement with Quick Trip, Inc. (QT) for new gas station and convenience store at U.S. 290 and Sawyer Ranch Road, January 8, 2010. QT will provide WTCPUA an additional easement for existing 1420 Transmission Main and new 1340 Transmission Main in exchange for us providing new service stub out. QT will also relocate storage tanks and proposed sign to facilitate new transmission main construction.

c. Monthly progress meeting with CP and Y, Staff and Travis Industries on the \$449,900 Uplands Water Treatment Plant/Office Building and High Service Pump Station Renovations and Painting Improvement Project, January 3, 2019. Contractor 25% complete painting Trident Unit tanks and Piping and High Service Piping. Substantial completion date, April 1, 2019.

d. Monthly progress meeting with CP and Y, Staff and CFG Industries on the Tank and Pump Station Improvements Project, January 3, 2019. Home Depot Tank painting completed except for repair to fill line. County Line Pump Station tank painting estimated to be complete by substantial completion date of January 22, 2019.

8. SERs:

a. Processed the following Service Availability Letters and NSSAs:

- i. Ledgestone Commercial, 43 water LUEs, 290 System.
- ii. Hamilton Pool, Gas Station and Retail Shopping Center, 5 water LUEs, 71 System.
- iii. 10603 Spring Valley Road, Unit B, Austin TX, 78737, 1 residential water LUE, 290 System.
- iv. Signal Hill Commercial, Office Warehouse, 30 water LUEs, 290 System.

9. Developer Meetings:

- a. Meeting with MEC on December 20, 2018 to discuss revisions to Live Oak Springs NSSA Site plan and CIP coordination. Will prepare revised Amendment 3 Agreement for Developer and Board consideration.
- b. Meeting with staff, LG and Armbrust and Brown to discuss Greenhawe WCID No. 2 Conveyance Lease Agreement, January 11, 2019.

10. Wholesale Agreements:

- a. Lazy Nine MUD: LG performing legal review and drafting Amendment for requested 195 LUEs capacity increase. MEC has determined that capacity is available. Current Allocation is 2,400 LUEs. Increase is for future 122-acre McCalla Tract which is anticipated to be developed as 100-110 single-family lots. The McCalla tract submitted an application to be annexed into the MUD. WTCPUA Board approval will be required to Amend the Wholesale Agreement.
- b. Dear Creek Ranch Water, LLC Wholesale Agreement: Issued approval letter for Deer Creek Office Center on Longhorn Skyway, 14 LUEs of Water Service, January 2, 2019.
- c. Ongoing preparation of Amendment Nos. 3, 4 and 5 to City of Dripping Springs Wholesale Agreement.
 - i. Amendment 3, Eastern Service Area and New Discovery Golf Course, 350 LUEs.
 - ii. Amendment 4, Driftwood Austin, LLC (Discovery Residential), 230 LUEs (Creek Tract).
 - iii. Amendment 5, Driftwood Investments, Inc. Commercial Area, 23, LUEs (Creek Tract).

11. Emergency Interconnects

- a. City of Austin: Meeting with Austin Water December 18, 2018. Robert Pugh, David Klein and Dennis Lozano met with Ross Crowe, Kevin Critendon, Randi Jenkins, and Daryl Slusher. Austin Water subscribed to develop mutually agreeable language on effluent management compliance and finalize Agreement as soon as possible.
- b. West Cypress Hills: MEC has model established and is proceeding with analysis. LG is processing legal review.

ITEM B

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

December 2018 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison

	Dec 18	Oct - Dec 18	Oct - Dec 17	Annual Budget	% of Budget	Notes
Income						
30 · Water Department-Rev	\$1,634,357	\$3,326,554	\$4,246,400	\$ 22,069,000	15.1%	Tracking 5.6% or \$920K less than prior year for same period
31 · Wastewater Department-Rev	413,831	974,547	983,483	5,265,000	18.5%	
32 · Interest & Other Income	4,656	15,196	8,931	64,000	23.7%	
Total Income	2,052,843	4,316,297	5,238,814	27,398,000	15.8%	
Expense						
41 · Water Department - Exp						
16101 · Maintenance & Repairs-W	103,940	169,747	174,258	827,800	20.5%	Annual expense
16110 · Grounds Maintenance-W	-	5,100	10,910	34,000	15.0%	
16120 · Raw Water-W	78,705	190,415	212,967	1,139,800	16.7%	
16130 · Chemicals-W	-	44,689	20,053	242,600	18.4%	
16140 · Sludge Disposal-W	17,918	69,155	74,065	285,600	24.2%	
16160 · Utilities-W	84,031	245,380	309,511	1,238,400	19.8%	
16170 · Permit Expense-W	-	17,640	15,056	17,800	99.1%	
16172 · Laboratory Fees-W	1,485	5,422	8,844	30,100	18.0%	
16175 · SER Review Fees-W	2,511	7,284	78,984	30,000	24.3%	
16178 · Construction Inspection Fees-W	4,008	6,699	-	207,000	3.2%	
16180 · Contracted Services-W	4,107	13,500	10,537	69,700	19.4%	
16190 · Other Expenses-W	138	413	5,358	12,000	3.4%	
Total 41 · Water Department - Exp	296,842	775,444	920,544	4,134,800	18.8%	
42 · Wastewater Department - Exp						
16201 · Maintenance & Repairs-WW	13,069	50,394	69,353	273,000	18.5%	Includes \$11.8K for tree planting at Bohl's
16210 · Grounds Maintenance-WW	5,865	18,253	13,820	40,000	45.6%	
16230 · Chemicals-WW	5,045	10,166	18,529	46,300	22.0%	
16236 · Pre-Treatment Program-WW	2,040	8,453	8,485	32,000	26.4%	Annual expense
16240 · Sludge Disposal-WW	60,456	188,316	194,354	759,700	24.8%	
16260 · Utilities-WW	21,563	65,777	62,241	260,300	25.3%	
16270 · Permit Expense-WW	-	1,250	1,250	1,300	96.2%	
16272 · Laboratory Fees-WW	4,821	8,443	25,701	74,000	11.4%	
16275 · Lease-Effluent Pond-WW	-	-	-	96,300	0.0%	
16280 · Contracted Services-WW	-	607	1,999	12,300	4.9%	
16290 · Other Expense-WW	102	307	704	1,800	17.0%	
Total 42 · Wastewater Department - Exp	112,961	351,965	396,436	1,597,000	22.0%	

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

December 2018 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison

	Dec 18	Oct - Dec 18	Oct - Dec 17	Annual Budget	% of Budget	Notes
43 · Shared Department-Exp						
17105 · Billing System & Support	513	4,535	22,872	224,200	2.0%	
17110 · Insurance	-	115,244	118,819	159,400	72.3%	Annual expense
17125 · Occupancy	24,068	61,872	38,067	250,000	24.7%	
17400 · Payroll Expense	232,499	722,651	676,894	2,996,700	24.1%	
17500 · Professional Services						
17501 · General Counsel	16,027	33,489	30,202	185,800	18.0%	
17502 · Litigation	10,351	18,502	26,742	250,000	7.4%	
17503 · Engineering	26,516	66,429	59,641	243,500	27.3%	
17505 · Rate Consultant	-	-	-	10,000	0.0%	
17506 · Public Relations	-	906	469	600	151.1%	
17507 · IT Support Services	5,367	13,121	11,108	41,400	31.7%	
17508 · Auditor	-	-	-	52,000	0.0%	
17509 · Other	-	10,248	779	21,400	47.9%	Fees for developer reimbursement reports
Total 17500 · Professional Services	58,262	142,695	128,941	804,700	17.7%	
17660 · Utilities	2,102	7,318	10,634	34,500	21.2%	
17700 · Vehicle Expense	2,072	17,571	32,287	119,700	14.7%	
17800 · Other Expenses	9,538	33,436	37,415	169,200	19.8%	
17950 · Bad Debt Expense	(189)	(215)	29,414	136,700	-0.2%	
Total 43 · Shared Department-Exp	328,863	1,105,107	1,095,342	4,895,100	22.6%	
50 · Capital Outlay	-	-	95,012	500,000	0.0%	
Total Expense	738,665	2,232,515	2,507,334	11,126,900	20.1%	
Net Ordinary Income	1,314,178	2,083,782	2,731,479	16,271,100		
Transfers Out						
18000 · Transfer to Debt Service Fd-GOF	777,083	2,331,250	2,530,000	9,325,000	25.0%	
18010 · Transfer to Facilities Fund-GOF	194,271	582,812	632,499	2,331,250	25.0%	
Total Transfers Out	971,354	2,914,062	3,162,499	11,656,250	25.0%	
Net Income (Deficit)	\$ 342,824	\$ (830,281)	\$ (431,020)	\$ 4,614,850		

West Travis County Public Utility Agency
Balance Sheet-All Funds
As of December 31, 2018

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
ASSETS							
Current Assets							
Cash & Investments							
01 · Cash & Cash Equivalents	\$ 4,079,008	\$ 449,006	\$ 903	\$ 3,586,496	\$ 96,585	\$ 13,233,467	\$ 21,445,464
02 · Investments	3,048,525	5,793,413	3,020,179	16,772,329	24,396,620	28,698,854	81,729,920
Total Cash & Investments	7,127,533	6,242,419	3,021,082	20,358,825	24,493,204	41,932,321	103,175,384
Accounts Receivable	2,369,399	-	-	-	-	-	2,369,399
Other Current Assets							
05 · Receivables-Other	22,306	-	-	-	-	-	22,306
06 · Due from Other Funds	10,802,272	1,115,979	-	-	1,541,695	429,685	13,889,630
08 · Deposits	24,461	-	-	-	-	-	24,461
Total Other Current Assets	10,849,038	1,115,979	-	-	1,541,695	429,685	13,936,397
Total Current Assets	20,345,971	7,358,397	3,021,082	20,358,825	26,034,899	42,362,006	119,481,180
TOTAL ASSETS	\$ 20,345,971	\$ 7,358,397	\$ 3,021,082	\$ 20,358,825	\$ 26,034,899	\$ 42,362,006	\$ 119,481,180
LIABILITIES & FUND BALANCES							
Liabilities							
Current Liabilities							
Accounts Payable	\$ 2,310,166	\$ (322,200)	\$ -	\$ -	\$ (1,286,217)	\$ (249)	\$ 701,500
Other Current Liabilities							
13 · Refundable Deposits	599,682	-	-	-	-	-	599,682
14 · Other Accrued Liabilities	174,811	-	-	-	-	-	174,811
15 · Due to Other Funds	3,087,360	1,791,211	-	-	8,930,064	80,996	13,889,630
Total Other Current Liabilities	3,861,853	1,791,211	-	-	8,930,064	80,996	14,664,123
Total Current Liabilities	6,172,019	1,469,011	-	-	7,643,847	80,747	15,365,624
Long Term Liabilities	-	-	-	-	-	726,255	726,255
Total Liabilities	6,172,019	1,469,011	-	-	7,643,847	807,002	16,091,878
Fund Balances							
20 · Fund Balances-Beginning of Year	15,004,233	5,574,628	3,008,007	17,373,166	20,559,245	39,203,097	100,722,376
Net Income (Deficit)	(830,281)	314,758	13,075	2,985,659	(2,168,192)	2,351,907	2,666,926
Total Fund Balances	14,173,952	5,889,386	3,021,082	20,358,825	18,391,053	41,555,004	103,389,302
TOTAL LIABILITIES & FUND BALANCES	\$ 20,345,971	\$ 7,358,397	\$ 3,021,082	\$ 20,358,825	\$ 26,034,899	\$ 42,362,006	\$ 119,481,180

West Travis County Public Utility Agency
Profit & Loss-All Funds
October through December 2018

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
Income							
30 · Water Department-Rev	\$ 3,326,554	\$ -	\$ -	\$ -	\$ -	\$ 2,438,692	\$ 5,765,246
31 · Wastewater Department-Rev	974,547	-	-	-	-	365,681	1,340,228
32 · Interest & Other Income	15,196	25,284	13,075	73,190	106,534	128,753	362,032
Total Income	4,316,297	25,284	13,075	73,190	106,534	2,933,127	7,467,506
Expense							
41 · Water Department - Exp	775,444	-	-	-	-	-	775,444
42 · Wastewater Department - Exp	351,965	-	-	-	-	-	351,965
43 · Shared Department-Exp	1,105,107	-	-	-	-	-	1,105,107
50 · Capital Outlay							
52 · Capital Projects Fund							
26015 · RWI/Pump Station Expansion-D&A	-	-	-	-	7,664	-	7,664
26020 · RWI/Pump Station Expansion-C	-	-	-	-	232,310	-	232,310
26025 · RW TM #2-D&A	-	-	-	-	217,404	-	217,404
26035 · SWPPS Upgrade 5900-7800 gpm-D&A	-	-	-	-	3,160	-	3,160
26055 · 1340 EST-D&A	-	-	-	-	21,708	-	21,708
26060 · 1340 EST-C	-	-	-	-	565,444	-	565,444
26075 · 1340 TM-D&A	-	-	-	-	38,068	-	38,068
26080 · 1340 TM-C	-	-	-	-	435,585	-	435,585
26110 · WBCPS Upgrade/GST #2-D&A	-	-	-	-	15,934	-	15,934
26120 · 1080 Bee Cave TM-D&A	-	-	-	-	18,263	-	18,263
26135 · WW Master Planning & Permitting	-	-	-	-	80	-	80
26140 · Bohls WWTP Expansion-D&A	-	-	-	-	9,823	-	9,823
26950 · Developer Reimbursements	-	-	-	-	709,284	-	709,284
Total 52 · Capital Projects Fund	-	-	-	-	2,274,725	-	2,274,725
53 · Facilities Fund							
45005 · Lakepointe WWTP Imp Proj-D&A	-	2,100	-	-	-	-	2,100
45025 · Uplands WTP Off/Trident Bld-D&A	-	12,432	-	-	-	-	12,432
45030 · Uplands WTP Off/Trident Bld-C	-	126,968	-	-	-	-	126,968
45035 · Tank & PS Repainting-D&A	-	15,875	-	-	-	-	15,875
45040 · Tank & PS Repainting-C	-	69,191	-	-	-	-	69,191
45045 · Manhole Rehab-D&A	-	1,464	-	-	-	-	1,464
45100 · Ben Recyc Fac Des & TCEQ Permit	-	3,344	-	-	-	-	3,344
45105 · SCADA	-	43,101	-	-	-	-	43,101
45300 · Wastewater System M&R	-	18,865	-	-	-	-	18,865
Total 53 · Facilities Fund	-	293,339	-	-	-	-	293,339

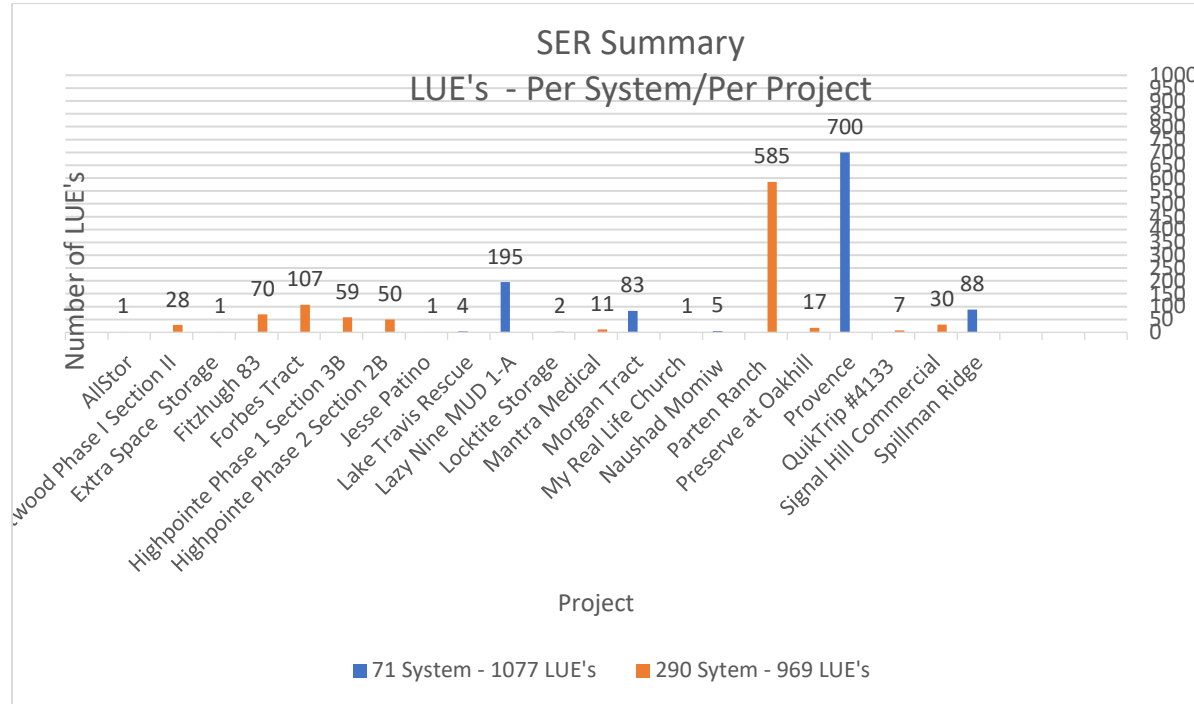
West Travis County Public Utility Agency
Profit & Loss-All Funds
October through December 2018

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
Total 50 - Capital Outlay	-	293,339	-	-	2,274,725	-	2,568,064
Total Expense	2,232,515	293,339	-	-	2,274,725	-	4,800,580
Net Ordinary Income (Expense)	2,083,782	(268,055)	13,075	73,190	(2,168,192)	2,933,127	2,666,926
Transfers In (Out)							
Transfers In	-	582,812	-	2,912,469	-	-	3,495,282
Transfers Out	2,914,062	-	-	-	-	581,219	3,495,282
Net Transfers In (Out)	(2,914,062)	582,812	-	2,912,469	-	(581,219)	-
Net Income (Deficit)	<u>\$ (830,281)</u>	<u>\$ 314,758</u>	<u>\$ 13,075</u>	<u>\$ 2,985,659</u>	<u>\$ (2,168,192)</u>	<u>\$ 2,351,907</u>	<u>\$ 2,666,926</u>

ITEM C

PROJECT STATUS UPDATE
BOARD MEETING – JANUARY 17, 2019
Page 1 of 5

SER UPDATE(S):



NEW:

- Naushad Momiw (5 LUE's – 71 System) – 17499 Hamilton Pool Road
 - Service Extension Received – 12.06.18
 - Service Availability Letter Issued – 01.07.19
 - NSSA due 04.07.19
- Jesse Patino (1 LUE – 290 System) – 10603 Spring Valley Road
 - Service Extension Received – 12.20.18
 - Service Availability Letter Issued 01.07.19
 - Executed Service Availability Letter due 03.08.19
- Signal Hill Commercial (30 LUE's – 290 System) – 14155 W US Hwy 290
 - Service Extension Request 12.10.18
 - Service Availability Letter, January Board

UNDER ENGINEERING REVIEW:

- David and Canice Garth – (1 LUE (WWater) – 71 System) – 5115 Twin Acres
 - Service Extension Received – 10.04.18
 - Service Availability Letter Pending, Site Visit conducted 10.29.18

SER UPDATE(S): (Con't)

UNDER ENGINEERING REVIEW (con't):

- Lazy Nine MUD 1-A (Increase 195 LUE's – 71 System):
 - Amendment documents in progress
 - Board Approval Pending

PENDING APPLICANT ACTION:

- Allstor (1 LUE -71 System) – 9021 FM 2244
 - Construction Review Plan Review Complete, resubmittal review complete, comments addressed
 - Final plans pending
- Bee Cave Office Park (WW)
 - Service Extension Received – 09.26.18
 - Service Availability Letter Issued – 11.30.18
 - NSSA due – 04.29.19
- Driftwood Phase I Section II (28 LUE's – 290 System)
 - Submittal Letter received – 08.15.18
 - Construction Plans Reviewed, comments provided 11.02.18
- Extra Space Storage (1 LUE – 290 System) – 14001 W US 290:
 - Service Extension Received – 09.17.18
 - Service Availability Letter Issued – 10.17.18
 - Executed NSSA due – 03.18.19
- Forbes Tract (107 LUE's – 290 System) – 14500 FM 1826:
 - Service Extension Request received 07.30.18
 - Service Extension Request Approval, November Board
 - Non-Standard Service Agreement, December Board
- Fitzhugh 83 (70 LUE's – 290 System) – 11070 Fitzhugh Road
 - Service Extension Received – 10.27.17
 - Service Extension Request, Board Approval, December 2017 Board
 - NSSA Board Approval, June 2018 Board
 - Construction Plan Submittal pending

SER UPDATE(S): (Con't)

PENDING APPLICANT ACTION (con't):

- Highpointe Phase I, Section 3B (59 LUE's – 290 System) – Sawyer Ranch Road/Cool Springs Way
 - Service Extension Received – 09.24.18
 - Service Availability Letter issued – N/A - LCRA UFAA Agreement
 - Executed NSSA due – N/A – LCRA UFAA Agreement
 - Construction Plan Review Complete, comments provided 11.28.18
 - Resubmittal Pending
- Mantra Medical (11 LUE's – 290 System) – 12316 FM Road 1826
 - Service Extension Request Received – 02.27.18
 - Service Extension Request, Board Approval, May 2018 Board
 - NSSA Board Approval, October 2018 Board
 - NSSA Pending Execution by Applicant
 - Construction Plans Submittal received, plans reviewed, comments provided
 - Resubmittal Pending
- My Real Life Church (1 LUE – 290 System) – 13701 FM 1826
 - Service Extension Received - 08.02.18
 - Service Availability Letter Issued – 09.25.18
 - Executed NSSA Due – 12.25.18
 - Construction Plan Submittal Pending
- Locktite Storage (2 LUE's – 290 System) – 2894 E Hwy 290
 - Service Extension Request Received 04.20.18
 - Project placed on hold per Applicant
 - Service Availability Letter Issued – 10.17.18
 - Executed NSSA Due – 01.17.19
 - Construction Plan Submittal Pending
- Morgan Tract (83 LUE's – 71 System) – 3595 S. RR 620
 - Service Extension Received - 02.06.18
 - Service Extension Request, Board Approval, March 2018 Board
 - CCN Agreement w/WCID17 Pending
 - NSSA Execution Pending
 - Construction Plan Submittal Pending

ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – JANUARY 17, 2019

Page 4 of 5

SER UPDATE(S): (Con't)

PENDING APPLICANT ACTION (con't):

- Preserve at Oakhill (17 LUE's – 290 System) – 10304 Circle Drive:
 - Construction Plan Review Complete
 - CCN Transfer completed
 - Construction Plan Submittal Pending
- Provence Phase 1, Section 2 (700 LUE's – 71 System)
 - Construction Plans Received 11.06.18
 - Construction Plan Review complete, comments provided 11.26.18
 - Construction Plan Resubmittal Pending
- QuikTrip #4133 (7 LUE's – 290 System) – 290/Sawyer Ranch Road
 - Service Extension Received – 06.05.18
 - Service Availability Letter Issued – 06.07.18
 - NSSA Executed 09.27.18
 - Construction Plan submittal pending
- Spillman Ridge (88 LUE's – 71 System) – W SH 71
 - Service Extension Received – 02.21.18
 - Service Extension, Board Approval, September 2018 Board
 - NSSA Execution, November 2018 Board
 - Construction Plan submittal pending

UNDER CONSTRUCTION:

- Animal Care Center – 71 System
- Anthem at LedgeStone Apartments – 290 System
- Code Ranch – 290 System
- Highpointe Phase I, Section 3A – 290 System
- Highpointe Phase 2, Section 2B (Revised Construction Plans) (50 LUE's - 290 System):
 - Previously reviewed and approved during 2014 however not Constructed
 - Complete, signed off on plans (revision)
- Juniper Trace – 71 System
- Lake Travis Fire Rescue – 71 System

ENGINEERING PROJECT STATUS UPDATE BOARD MEETING – JANUARY 17, 2019 Page 5 of 5

SER UPDATE(S): (Con't)

UNDER CONSTRUCTION (con't):

- LedgeStone Independent Living Phase II – 290 System
- Parton Ranch (585 LUE's – 290 System)
- Provence Phase 1, Section I (700 LUE's – 71 System)
- Rutherford West, Section 5 – 290 System

- Signal Hill Estates (Grumbles Tract) – 71 System

CLOSE-OUTS:

- Gateway to Falcon Head Offices

CIP:

CP&Y:

- Tank and Pump Station Coating Improvements
 - CFG Industries - \$654,500.00
 - Construction In-Progress, Construction Progress Meetings on-going
 - Substantial Completion, 01.22.19
 - Change Order 1 – (\$35,900.00) – Add - \$8.1K; Deduct - \$44K – SW Site
 - Change Order 2 - \$93,582.00 – Additional Tank Repairs; additional days – 12
 - Change Order 3 - \$127K – Home Depot Tank Repairs; additional days – 40
 - Change Orders 1-3 represent a 28.22 percent increase to the original contract.
 - Change Order 4 – Weather Delays – 55 days
- Uplands WTP and HS Pump Station Painting Improvements
 - Travis Industries - \$449,900.00
 - Bid Opening held 09.06.18
 - Pre-Construction Meeting held on 11.01.18
 - Notice to Proceed Issued 11.01.18
 - Substantial Completion 04.01.19
 - Final Completion 05.01.19
 - Construction In-Progress, Construction Progress Meetings on-going
- Effluent Line (Park at Bee Cave)
 - On-Hold



Partners for a Better Quality of Life

January 7, 2019

Mr. Robert Pugh, General Manager
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

Re: WTCPUA Project Status Summary – January 2019 – Project Nos. 23008 & 1800076

Dear Rob:

Please find the following status report for the active projects that I am project manager for and on which CP&Y is currently working with West Travis County PUA.

1. Tank & Pump Station Recoating Project (eight locations) – The work in December was slowed by high dew points and precipitation. The remaining work on the project includes the two County Line GST exteriors, which is scheduled for completion by the end of January. Building repairs at the SW Pump Station and County Line PS are also scheduled for completion by the end of January. All work is weather dependent. A final walk-through of the project sites will be conducted with the PUA staff once the contractor completes the work.
2. Uplands WTP & High Service Pump Station Renovations – Travis Industries mobilized the week of November 5 with work beginning the week of November 12 on this project. The contractor is 25% complete on this project. The substantial completion deadline is April 1, 2019.

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

Sincerely,

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

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

Cc: File 23008 & WTCP1800076




MURFEE ENGINEERING COMPANY, INC.

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

M E M O R A N D U M

DATE: January 9th, 2019

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

FROM: Dennis Lozano, P.E. 

RE: Capital Improvements Plan Projects Update – January 2019

CC: Robert Pugh, P.E. – WTCPUA General Manager

MEC File No.: 11051.120

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

Raw Water Line No. 2

A draft of the contract documents has been prepared and is under review. Preparation of a site plan application package for submittal to the City of Bee Cave, TxDOT, and Travis County is complete and under review. The construction schedule has been revised to begin in October of this year owing to delays in easement procurement and the requirements of the USFWS 10(a) permit.

Wastewater Permit Major Amendment

The Major Amendment Application is currently in technical review and multiple meetings have been held with TCEQ staff to discuss technical matters. A request for Board approval of an amendment to the engineering services agreement for additional, unanticipated costs is forthcoming once we have a clearer picture of the administrative path to the permit.

Beneficial Water Recycling Project

The complete source water characterization has been submitted to TCEQ. Development of the pilot protocol is ongoing. The design process is moving ahead and preliminary mechanical drawings have been completed and are under review along with cross-referencing between unit processes and equipment.

1340 Transmission Main

Installation of bore encasements is complete and all trenching operations are complete. All known utility conflicts have been resolved and the contractor has installed approximately 4,000 linear feet of pipe and two of the four tie-ins.

1340 Elevated Storage Tank

The shaft crew has completed top out of the pedestal and demobilized. Welding work on the bowl is ongoing. The project is currently on schedule.

Raw Water Intake Expansion and Rehabilitation

The project has reached final completion. The pump station is currently capable of producing its full firm capacity of 22 MGD. Some minor warranty work on a valve and actuator for the hydroburst system is ongoing.

Bohls WWTP Expansion Design

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

Southwest Parkway Pump Station Expansion

Coordination with the LCRA and The Nature Conservancy (TNC) is ongoing and we are in the process of securing documentation to provide to the City of Austin that TNC acknowledges and consents to the inclusion of a portion of their property in our site plan application. The property will not be used for construction or included in the limits of construction for any purpose, but will remain an “undisturbed area” in perpetuity. An appraisal for the easement has been procured and provided to TNC.

1080 Transmission Main

Using the recommended alternative alignment from the Preliminary Engineering Report, landowner information has been confirmed and updated and draft Right of Entry (RoE) forms along with transmittal letters have been sent to begin the easement identification and acquisition process. Many RoEs have been received and conversations with landowners are ongoing. More in-depth subsurface utility information gathering is underway and additional field work is imminent to begin the detailed alignment establishment.

West Bee Cave Pump Station Ground Storage Tank No. 2

Design is complete and plans and specifications have been provided to the WTCPUA for review.

1240 Conversion at the County Line Pump Station

We have completed review of the available information and determined that the yard piping as constructed is not reflected in any of the records we have access to. For this project and future projects on this site (e.g., 1340 Pump Station Expansion), accurate records and understanding of the yard piping is a prerequisite. We have requested that WTCPUA operations staff conduct potholing on site a locations

as directed to gain further information about the yard piping and await completion of that work to move the project forward.

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	Design	\$350,707	N/A	N/A	95%	Q1 2019	Q2 2020
	Construction	\$5.0M	N/A	N/A	0%	Q2 2020	Q2 2020
Wastewater Permit Major Amendment	Technical Review	\$51,000	\$99,000	\$150,000	99%	Q4 2018	2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	\$356,750	25%	Q3 2019	Q3 2020
Beneficial Water Recycling Project	Permitting & Design	\$475,000	N/A	\$475,000	90%	Q2 2020	Q2 2020
1340 Transmission Main	Construction	\$2,313,549	\$19,231.66	N/A	46%	Q1 2019	Q1 2019
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	67%	Q1 2019	Q1 2019
RWI Expansion & Rehab	Construction	\$1,132,000	\$138,463	\$117,480	100%	Q4 2018	Q4 2018
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	72%	Q4 2018	Q4 2019
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q1 2019	Q4 2019
West Bee Cave PS GST 2	Permitting & Design	\$162,350	N/A	\$162,350	90%	Q1 2019	Q3 2019
1240 Conversion at CLPS	Design	\$5,120	N/A	\$5,210	10%	Q1 2019	Q1 2019

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



Travis County MUD 22 EST Detail



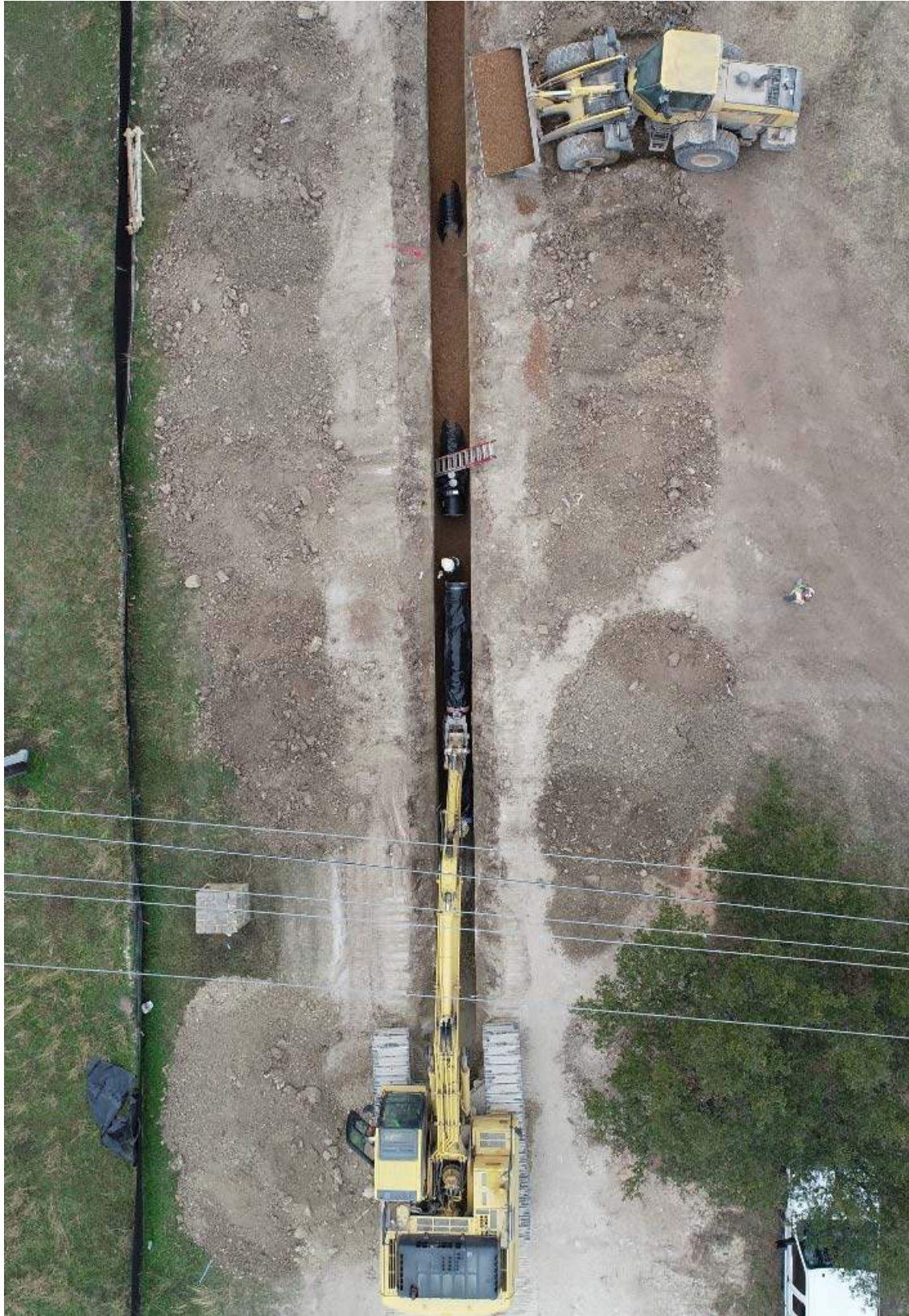
Travis County MUD 22 EST Site



County Line Pump Station 1340 EST Site



County Line Pump Station 1340 EST Detail



1340 Transmission Main Pipe Laying at Belterra

ITEM D



WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

Bee Cave Parkway 13215

Building B, Suite 110

Bee Cave, Texas 78738

Office: 512/263-0100

Fax: 512/263-2289

wtcpua.org

Operations Report

January 10, 2018

Executive Summary

Water demand is low and now is the best time to perform preventative maintenance on different areas of the facility. The following work is scheduled to be performed:

1. Remove RWIP No. 2 for warranty repair.
2. Remove RWIP No. 4 for tear down and inspection.
3. Replace SWPKWY flow meter at the WTP.
4. Replace filter media Unit 1.

Critical Issues

Effluent ponds are in mandatory take levels. This is representative for this time of year. Ponds are expected to remain within these levels for the next few months. We will continue to work with Spanish Oaks and Falconhead on effluent consumption and irrigation best management practices.

Environmental Compliance

All TCEQ compliance parameters were within State limits during the month of December 2018. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

Process Overview of Month:

Water Treatment Plant	Actual
AVG Raw Water	4.849 MGD
AVG Treated Water	4.690 MGD
PEAK Treated Water	5.519 MGD
AVG CFE Turbidity	0.08 NTU
AVG Chlorine	2.90 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.352 MGD	0.675 MGD
MAX Flow	0.582 MGD	
AVG BOD	3.00 mg/l	5 mg/l
AVG Fec.Coli	1.13 mg/l	20 mg/L
AVG NH3	0.29 mg/l	2 mg/L
AVG Turbidity	1.76 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.386 MGD	0.325 MGD
MAX Flow	0.524 MGD	
AVG BOD	2.13 mg/l	5 mg/L
AVG Fec.Coli	1.13 mg/l	20 mg/L
AVG NH3	0.44 mg/l	2 mg/L
AVG Turbidity	1.75 mg/l	3 mg/L

Other Performance Measures

Routine fire hydrant flushing resumed during the month of December. 383,000 gallons of water was flushed from different areas of the system. Flushing water through hydrants moves the water and helps improve water quality.

Public Relations

A noise complaint was received about a sounding alarm at the Lake Pointe WWTP. The new step screen had gone into high level. Customer was contacted and advised about corrective action. Customer was encouraged to call the after-hour emergency number for any future concerns.

On December 17th an 8" water main broke near Heritage Oaks and Laurel Rd. Traffic was rerouted for approximately 8 hours. The temporary service interruption affected 20-30 customers.

Safety Performance

There were zero reportable injuries for the month of December 2018.

Safety topic(s) this month:

- Driving Safety
- Electrical Safety

Personnel

Shannon Chambers filled the Crew Leader position vacancy in Line Maintenance. Mr. Chambers brings 20 years of experience operating heavy equipment including; front-end loaders, bulldozers, backhoes, excavators, motor graders, and other road paving equipment. Experience with managing small crews.

Miscellaneous

- High-Speed turbo blower at water plant was repaired. Blowers on Unit 3 were experiencing intermittent failures. VFD was replaced.
- Six (6) influent valves at water plant were replaced. Valves on Unit 2 were not sealing completely.
- Raw water meter was replaced.
- Chlorine detectors were replaced in the chemical tank storage room at the water plant.
- Automatic gate system at Bohls WWTP was repaired. A working gate helps keep facility secure and prevents unauthorized visitors.
- Line maintenance replaced 2 automatic flushers. Auto flushers help improve chlorine residuals and flush disinfectant byproducts from the system to help keep water safe.

West Travis County Public Utility Agency Billing Summary Report



**This report contains estimates of monthly billing data based upon information at the time of report preparation. This report is not based upon audited information. Additionally, monthly billing adjustments may not be reflected on this report. This is prepared for trending purposes only. For final billed revenues net of adjustments, please see the monthly financial statements.*



Summary of Retail Billed Revenues Water Utility

Bee Cave District	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
	11/10-12/8	12/9-1/10	1/11-2/9	2/10-3/9	3/10-4/10	4/11-5/10	5/11-6/11	6/12-7/11	7/12-8/10	8/11-9/10	9/11-10/11	10/12-11/9	
Commercial Water	\$ 23,529	\$ 22,947	\$ 24,449	\$ 22,517	\$ 28,570	\$ 26,598	\$ 34,887	\$ 37,406	\$ 34,081	\$ 33,985	\$ 26,971	\$ 21,188	\$ 337,130
Commercial Base Water	24,004	24,254	24,408	24,431	24,455	24,418	24,371	24,257	24,257	24,244	23,998	23,637	\$ 290,733
Fire Hydrant Water	11,841	8,377	9,900	10,508	12,713	3,552	4,178	2,284	11,682	13,334	2,820	2,559	\$ 93,746
Multi Use Water	47,418	49,020	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	\$ 610,203
Residential Base Water	121,119	122,407	123,023	123,270	124,543	126,684	128,166	128,315	128,611	128,947	128,834	129,350	\$ 1,513,268
Residential Water	213,128	141,241	128,794	102,210	190,478	273,805	413,564	561,914	564,124	455,750	188,889	117,628	\$ 3,351,525
Irrigation Water	54,196	26,908	23,130	23,122	27,954	42,888	97,319	179,824	141,925	147,071	98,723	44,451	\$ 907,510
TOTALS	\$ 495,236	\$ 395,154	\$ 383,846	\$ 352,026	\$ 456,339	\$ 548,224	\$ 754,169	\$ 989,036	\$ 959,617	\$ 854,198	\$ 525,422	\$ 390,848	\$ 7,104,115

Bee Cave South	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
	12/1-12/29	12/30-1/31	2/1-3/1	3/2-3/29	3/30-4/30	5/1-5/31	6/1-6/29	6/30-7/30	7/31-8/30	8/31-10/1	10/2-10/29	10/30-11/28	
Commercial Water	\$ 23,262	\$ 29,974	\$ 23,419	\$ 22,285	\$ 26,524	\$ 29,527	\$ 22,280	\$ 25,865	\$ 30,677	\$ 24,774	\$ 19,815	\$ 23,432	\$ 301,835
Commercial Base Water	7,026	7,031	7,026	7,109	7,222	7,235	7,232	7,232	6,980	7,232	7,232	7,232	\$ 85,791
Fire Hydrant Water	431	688	2,411	5,601	5,601	6,676	14,054	16,459	14,916	3,819	2,573	3,225	\$ 76,455
Residential Base Water	75,646	75,768	75,764	75,865	75,902	75,955	75,988	76,228	76,425	76,539	76,650	77,227	\$ 913,958
Residential Water	63,363	79,713	55,708	69,080	94,908	119,386	182,351	191,340	244,567	95,139	56,985	66,769	\$ 1,319,310
TOTALS	\$ 169,729	\$ 193,174	\$ 164,328	\$ 179,941	\$ 210,158	\$ 238,778	\$ 301,905	\$ 317,124	\$ 373,566	\$ 207,503	\$ 163,256	\$ 177,886	\$ 2,697,349

Homestead / Meadow Fox	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
	11/18-12/18	12/19-1/17	1/18-2/16	2/17-3/19	3/20-4/18	4/19-5/18	5/19-6/19	6/20-7/19	7/20-8/17	8/18-9/18	9/19-10/18	10/19-11/19	
Residential Base Water	\$ 6,957	\$ 6,957	\$ 6,957	\$ 6,932	\$ 6,915	\$ 6,944	\$ 6,955	\$ 6,898	\$ 6,900	\$ 6,905	\$ 6,903	\$ 6,910	\$ 83,132
Residential Water	7,661	5,778	5,203	7,054	7,478	8,535	16,902	16,164	19,958	13,284	6,295	6,056	\$ 120,370
TOTALS	\$ 14,618	\$ 12,735	\$ 12,160	\$ 13,985	\$ 14,393	\$ 15,480	\$ 23,857	\$ 23,063	\$ 26,858	\$ 20,190	\$ 13,198	\$ 12,966	\$ 203,502

290 / HPR	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
	11/22-12/20	12/21-1/19	1/20-2/20	2/21-3/21	3/22-4/20	4/21-5/22	5/23-6/21	6/22-7/20	7/21-8/20	8/21-9/19	9/20-10/19	10/20-11/20	
Commercial Water	\$ 3,602	\$ 3,109	\$ 3,537	\$ 3,670	\$ 3,380	\$ 3,814	\$ 7,150	\$ 4,103	\$ 4,474	\$ 7,314	\$ 3,634	\$ 3,991	\$ 51,778
Commercial Base Water	2,509	2,509	2,509	2,509	2,524	2,550	2,705	2,713	2,960	2,969	3,216	3,526	\$ 33,198
Fire Hydrant Water	5,431	3,052	3,550	7,701	12,312	16,095	43,052	23,354	14,525	4,514	2,415	2,930	\$ 138,931
Residential Base Water	117,206	117,622	118,121	118,991	119,896	120,850	121,447	122,317	123,740	124,728	125,437	126,195	\$ 1,456,551
Residential Water	139,479	91,126	94,224	111,789	196,602	262,673	409,262	381,734	494,517	356,261	144,342	99,151	\$ 2,781,160
Irrigation Water	12,918	2,357	2,354	6,588	16,331	30,735	45,036	45,268	66,865	52,600	5,152	4,814	\$ 291,017
TOTALS	\$ 281,143	\$ 219,774	\$ 224,295	\$ 251,249	\$ 351,046	\$ 436,717	\$ 628,651	\$ 579,489	\$ 707,082	\$ 548,386	\$ 284,197	\$ 240,606	\$ 4,752,635

GRAND TOTALS	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Commercial Water	\$ 50,393	\$ 56,031	\$ 51,405	\$ 48,473	\$ 58,474	\$ 59,939	\$ 64,318	\$ 67,374	\$ 69,232	\$ 66,073	\$ 50,421	\$ 48,612	\$ 690,743
Commercial Base Water	33,539	33,793	33,943	34,048	34,202	34,203	34,308	34,202	34,197	34,445	34,446	34,394	\$ 409,722
Fire Hydrant Water	17,702	12,117	15,861	23,811	30,626	26,322	61,284	42,096	41,123	21,667	7,809	8,714	\$ 309,132
Multi Use Water	47,418	49,020	50,142	45,968	47,626	50,281	51,683	55,036	54,938	50,868	55,188	52,035	\$ 610,203
Residential Base Water	320,927	322,754	323,865	325,057	327,257	330,433	332,556	333,759	335,676	337,120	337,823	339,682	\$ 3,966,910
Residential Water	423,632	317,858	283,929	290,133	489,467	664,399	1,022,079	1,151,152	1,323,166	920,434	396,512	289,605	\$ 7,572,365
Irrigation Water	67,114	29,265	25,484	29,710	44,285	73,623	142,355	225,092	208,790	199,672	103,874	49,264	\$ 1,198,527
TOTALS	\$ 960,725	\$ 820,838	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 1,239,199	\$ 1,708,583	\$ 1,908,711	\$ 2,067,122	\$ 1,630,277	\$ 986,073	\$ 822,307	\$ 14,757,601



Summary of Retail Billed Revenues
Wastewater Utility

Bee Cave District	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Commercial Sewer	\$ 65,815	\$ 51,670	\$ 52,217	\$ 58,377	\$ 59,069	\$ 59,589	\$ 63,449	\$ 64,994	\$ 67,211	\$ 62,275	\$ 59,904	\$ 54,358	\$ 718,928
Multi Use Sewer	61,096	62,409	63,732	59,408	61,148	63,916	65,382	68,808	68,792	64,606	69,067	65,926	\$ 774,288
Grinder Surcharge	1,000	1,000	1,000	998	1,000	997	975	962	975	975	975	975	\$ 11,831
Residential Sewer	199,723	193,359	190,646	182,804	204,255	207,389	213,103	216,694	217,627	216,118	200,002	190,131	\$ 2,431,851
TOTALS	\$ 327,634	\$ 308,437	\$ 307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$ 343,974	\$ 329,948	\$ 311,390	\$ 3,936,898



Summary of Retail Billed Revenues
Other Fees (466-Reg, Pen & Capital)
 (477-Reg, Pen & Drainage)

	December	January	February	March	April	May	June	July	August	September	October	November
Bee Cave	\$ 19,895	\$ 9,657	\$ 10,300	\$ 10,402	\$ 9,357	\$ 10,392	\$ 15,972	\$ 14,959	\$ 9,132	\$ 6,919	\$ 5,005	\$ 4,076
Bee Cave South	1,865	1,080	1,329	2,041	1,803	2,601	2,955	2,986	1,627	654	2,881	3,372
Homestead / Meadow Fox	4,490	4,425	4,339	4,508	4,477	4,472	4,504	4,569	4,444	4,400	4,354	4,471
290 / HPR	6,260	3,685	2,944	3,313	4,014	4,915	6,175	6,525	5,557	3,730	2,310	5,663
TOTALS	\$ 32,510	\$ 18,847	\$ 18,913	\$ 20,264	\$ 19,651	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$ 15,703	\$ 14,550	\$ 17,582



Summary of Retail Billed Revenues
NON PUA Revenue

Hays MUD 4	December	January	February	March	April	May	June	July	August	September	October	November
Sewer	\$ 7,458	\$ 7,542	\$ 7,321	\$ 7,810	\$ 7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$ 8,275	\$ 7,940	\$ 7,568	\$ 7,643
TOTALS	\$ 7,458	\$ 7,542	\$ 7,321	\$ 7,810	\$ 7,806	\$ 8,643	\$ 8,025	\$ 8,120	\$ 8,275	\$ 7,940	\$ 7,568	\$ 7,643
TC MUD 16	December	January	February	March	April	May	June	July	August	September	October	November
Sewer	\$ 23,434	\$ 23,564	\$ 23,708	\$ 25,055	\$ 26,669	\$ 26,829	\$ 27,598	\$ 27,365	\$ 27,854	\$ 27,740	\$ 25,318	\$ 23,801
TOTALS	\$ 23,434	\$ 23,564	\$ 23,708	\$ 25,055	\$ 26,669	\$ 26,829	\$ 27,598	\$ 27,365	\$ 27,854	\$ 27,740	\$ 25,318	\$ 23,801



Subtotal: Wholesale, Raw Water and Effluent Billed Revenues

Wholesale Water

Revenue	December	January	February	March	April	May	June	July	August	September	October	November
	12/16-1/15	1/16-2/15	2/16-3/15	3/16-4/15	4/15-5/15	5/16-6/15	6/16-7/15	7/16-8/15	8/16-9/15	9/16-10/15	10/16-11/15	11/16-12/14
Barton Creek West	\$ 22,837	\$ 19,338	\$ 18,943	\$ 27,024	\$ 28,328	\$ 37,922	\$ 41,791	\$ 42,274	\$ 39,532	\$ 24,445	\$ 20,334	\$ 19,844
Headwaters	16,085	16,101	16,272	16,947	17,931	19,979	20,989	22,695	21,324	17,500	17,468	17,498
City of Dripping Springs (Blue E	-	681	2,590	432	432	432	432	432	432	434	432	432
Crystal Mountain HOA	4,502	3,897	3,677	4,745	4,805	6,105	6,480	6,617	6,098	4,185	3,713	3,828
Deer Creek Ranch	13,764	13,862	12,914	15,296	16,699	19,348	19,735	22,503	19,733	14,362	14,733	14,087
Dripping Springs WSC	39,657	41,696	38,307	49,405	45,689	45,837	50,386	60,636	53,875	33,993	23,567	40,631
Eanes ISD	1,146	1,335	1,162	1,801	1,565	1,748	1,497	1,906	1,876	1,454	1,165	1,169
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	30,648	32,411	30,532	37,760	42,558	50,137	50,218	58,672	52,805	36,584	36,220	35,250
Hays WCID 2	26,566	27,483	26,810	34,552	39,140	44,617	46,831	56,005	51,631	33,171	21,860	37,785
Hudson	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	22,306	23,081	21,995	30,219	31,624	34,221	35,318	39,560	38,874	51,339	24,259	23,853
Masonwood	9,331	9,555	6,702	20,241	13,980	16,679	17,457	21,289	19,295	9,887	12,756	9,832
Reunion Ranch	9,856	10,464	9,723	13,750	19,303	22,418	22,501	27,417	24,191	12,481	11,383	10,285
Senna Hills	13,784	13,774	12,557	15,545	18,375	21,631	22,247	25,033	21,663	14,409	13,233	12,794
Travis County MUD 12	46,111	48,305	43,770	52,476	57,884	62,243	61,295	67,766	60,776	47,474	43,030	42,428
TOTALS	\$ 256,595	\$ 261,983	\$ 245,955	\$ 320,191	\$ 338,314	\$ 383,319	\$ 397,175	\$ 452,805	\$ 412,107	\$ 301,719	\$ 244,152	\$ 269,715

Wholesale Wastewater

Revenue	December	January	February	March	April	May	June	July	August	September	October	November
Masonwood Wastewater	\$ 23,074	\$ 24,824	\$ 23,976	\$ 26,344	\$ 24,602	\$ 23,212	\$ 26,841	\$ 26,313	\$ 28,506	\$ 28,804	\$ 28,621	\$ 28,552
WCID 17 Wastewater	34,127	30,357	30,314	33,156	31,401	31,995	32,075	30,635	32,446	32,013	31,982	31,117
TOTALS	\$ 57,201	\$ 55,180	\$ 54,289	\$ 59,500	\$ 56,003	\$ 55,206	\$ 58,915	\$ 56,948	\$ 60,952	\$ 60,817	\$ 60,603	\$ 59,669

Effluent/Raw Water/Raw Water Delivery

Revenue	December	January	February	March	April	May	June	July	August	September	October	November
Brinker Texas (Chilis) Effluent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CCNG Effluent / Raw	10,245	-	-	-	14,884	28,991	32,287	44,567	31,414	4,850	-	-
Connell Falconhead Apts	629	-	-	-	3,921	4,669	4,636	3,736	3,272	1,525	-	-
FalconHead HOA (Spillman) Ef	629	-	-	-	6,413	5,474	7,325	6,590	6,607	4,863	-	-
Fire Phoenix (Falconhead Golf)	9,454	-	-	-	24,994	43,615	10,849	46,464	23,676	19,733	-	-
First Star Bank Effluent	-	-	-	-	16	29	21	8	8	-	-	-
Lake Travis ISD Effluent / Raw	477	115	119	53	551	251	427	571	1,944	353	1,792	1,147
WTCMUD3 Raw Water Deliver	4	16	-	512	976	1,000	1,511	2,014	499	-	-	-
Embrey Partners (Estates at Be	719	-	-	-	1,163	312	1,940	234	473	826	-	-
Ash Creek Homes (Wildwood)	41	-	-	-	1,517	1,529	1,270	2,129	1,771	744	-	-
Lakeway Dermatology	53	-	-	-	251	403	526	534	321	53	-	-
PPF Falconhead Retail, LLC.	-	-	-	-	1,311	1,492	933	1,241	1,311	201	-	-
TOTALS	\$ 22,251	\$ 131	\$ 119	\$ 565	\$ 55,997	\$ 87,764	\$ 61,725	\$ 108,089	\$ 71,295	\$ 33,150	\$ 1,792	\$ 1,147

GRAND TOTAL	\$ 336,046	\$ 317,294	\$ 300,363	\$ 380,257	\$ 450,314	\$ 526,289	\$ 517,815	\$ 617,842	\$ 544,354	\$ 395,685	\$ 306,547	\$ 330,531
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Summary of Total Billed Revenues - PUA Revenues Only

Water Utility	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Retail Water	\$ 960,725	\$ 820,838	\$ 784,630	\$ 797,200	\$ 1,031,936	\$ 1,239,199	\$ 1,708,583	\$ 1,908,711	\$ 2,067,122	\$ 1,630,277	\$ 986,073	\$ 822,307	\$ 14,757,601
Wholesale Water	256,595	261,983	245,955	320,191	338,314	383,319	397,175	452,805	412,107	301,719	244,152	269,715	\$ 3,884,029
TOTAL	\$ 1,217,320	\$ 1,082,820	\$ 1,030,585	\$ 1,117,392	\$ 1,370,250	\$ 1,622,518	\$ 2,105,758	\$ 2,361,516	\$ 2,479,229	\$ 1,931,996	\$ 1,230,225	\$ 1,092,022	\$ 18,641,630

Wastewater Utility	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Retail Wastewater	\$ 327,634	\$ 308,437	\$ 307,595	\$ 301,587	\$ 325,472	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$ 343,974	\$ 329,948	\$ 311,390	\$ 3,936,898
Wholesale Wastewater	57,201	55,180	54,289	59,500	56,003	55,206	58,915	56,948	60,952	60,817	60,603	59,669	\$ 695,284
TOTAL	\$ 384,834	\$ 363,618	\$ 361,884	\$ 361,087	\$ 381,475	\$ 387,096	\$ 401,825	\$ 408,406	\$ 415,557	\$ 404,791	\$ 390,551	\$ 371,059	\$ 4,632,183

Other	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Other Fees - Retail	\$ 32,510	\$ 18,847	\$ 18,913	\$ 20,264	\$ 19,651	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$ 15,703	\$ 14,550	\$ 17,582	\$ 259,805
Raw Water/Effluent	22,251	131	119	565	55,997	87,764	61,725	108,089	71,295	33,150	1,792	1,147	\$ 444,024
TOTAL	\$ 54,761	\$ 18,978	\$ 19,032	\$ 20,829	\$ 75,649	\$ 110,144	\$ 91,331	\$ 137,127	\$ 92,055	\$ 48,853	\$ 16,342	\$ 18,728	\$ 703,829

GRAND TOTAL	\$ 1,656,915	\$ 1,465,416	\$ 1,411,501	\$ 1,499,308	\$ 1,827,373	\$ 2,119,759	\$ 2,598,913	\$ 2,907,049	\$ 2,986,842	\$ 2,385,640	\$ 1,637,118	\$ 1,481,809	\$ 23,977,642
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Summary of Total Billed Consumption (1,000 Gallons) Water Utility

Retail Water	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Bee Cave	43,644	33,513	31,618	27,475	40,193	49,526	68,023	85,653	85,562	75,344	43,397	31,133	615,081
Bee Cave South	13,762	16,288	12,681	14,824	18,601	22,059	28,265	29,974	35,412	19,021	12,952	14,346	238,185
Homestead / Meadow Fox	1,246	1,004	938	1,098	1,253	1,368	2,250	2,120	2,428	1,913	1,037	996	17,651
HPR / 290	23,938	16,610	16,628	20,335	31,716	40,891	58,706	54,787	65,825	52,131	22,686	17,339	421,592
Total Retail	82,590	67,415	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	1,292,509

Wholesale Water	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Barton Creek West	5,535	4,083	3,919	7,272	7,813	11,794	13,399	13,600	12,462	6,202	4,748	4,293	95,120
City of Dripping Springs (Blue Blazes)		136	-	-	-	-	-	-	-	1	-	-	137
Headwaters	634	15,662	736	1,105	1,643	2,762	3,314	4,246	3,497	1,407	1,390	1,406	37,802
Crystal Mountain HOA	946	694	602	1,047	1,072	1,614	1,770	1,827	1,611	814	617	665	13,279
Deer Creek Ranch	3,447	3,507	2,929	4,381	5,237	6,852	7,088	8,776	7,087	3,812	4,038	3,644	60,798
Dripping Springs WSC	14,434	15,662	13,621	20,306	18,068	18,157	20,897	27,072	22,999	11,022	4,741	15,021	202,000
Eanes ISD	246	357	255	631	492	600	452	693	675	427	257	259	5,344
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	6,774	7,805	6,706	10,933	13,739	18,171	18,218	23,162	19,731	10,245	10,032	9,465	154,981
Hays WCID 2	4,580	5,060	4,708	8,761	11,163	14,031	15,190	19,993	17,703	8,038	2,116	10,454	121,797
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	4,849	5,297	4,669	9,423	10,235	11,736	12,370	14,822	14,426	21,631	5,978	5,743	121,179
Masonwood	2	2,553	803	9,109	5,268	6,924	7,401	9,752	8,529	2,757	4,517	2,723	60,338
Reunion Ranch	2,272	2,595	2,201	4,343	7,297	8,954	8,998	11,613	9,897	3,668	3,084	2,500	67,422
Senna Hills	3,610	3,604	2,853	4,697	6,444	8,454	8,834	10,554	8,474	3,996	3,270	2,999	67,789
Travis County MUD 12	7,671	8,939	6,318	11,350	14,476	16,996	16,448	20,188	16,148	8,459	5,980	5,542	138,515
Total Wholesale	55,000	75,954	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	1,146,501

Effluent Water	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	4,765	10,143	5,705	4,875	6,923	13,484	15,017	20,729	14,611	2,256	1,946	4,737	105,191
Connell Falconhead Apartments	153	324	284	822	954	1,136	1,128	909	796	371	651	502	8,030
FH Texas Management Co. LLC.	4,397	12,268	15,080	11,298	11,625	20,286	5,046	21,611	11,012	9,178	18,539	13,199	153,539
First State Bank	-	-	3	1	4	7	5	2	2	-	-	-	24
Lake Travis ISD	116	28	29	13	134	61	104	139	473	86	436	279	1,898
Spillman Ranch Communities Inc.	641	253	1,479	699	2,983	2,546	3,407	3,065	3,073	2,262	2,660	459	23,527
Ash Creek Homes (Wildwood)	10	223	245	305	369	372	309	518	431	181	285	228	3,476
Embrey Partners (Estates at Bee Cave)	175	111	97	334	283	76	472	57	115	201	364	12	2,297
Lakeway Dermatology	13	15	13	29	61	98	128	130	78	13	8	11	597
PFP Falconhead Retail, LLC.					319	363	227	302	319	49	33	24	1,636
Total Wholesale	10,270	23,365	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	300,215

System Summary	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Total Retail	82,590	67,415	61,865	63,732	91,763	113,844	157,244	172,534	189,227	148,409	80,072	63,814	1,292,509
Total Wholesale	55,000	75,954	50,320	93,358	102,947	127,045	134,379	166,298	143,239	82,479	50,768	64,714	1,146,501
Effluent Water	10,270	23,365	22,935	18,376	23,655	38,429	25,843	47,462	30,910	14,597	24,922	19,451	300,215
TOTAL WATER	147,860	166,734	135,120	175,466	218,365	279,318	317,466	386,294	363,376	245,485	155,762	147,979	2,739,225

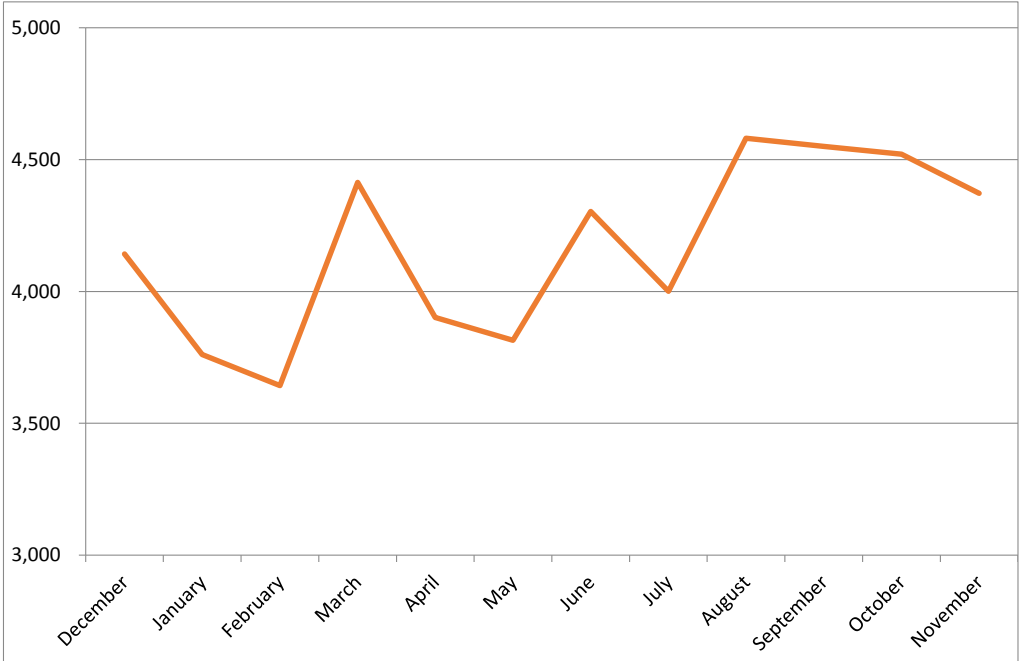
Retail Percent of Total	56%	40%	46%	36%	42%	41%	50%	45%	52%	60%	51%	43%	47%
Wholesale Percent of Total	37%	46%	37%	53%	47%	45%	42%	43%	39%	34%	33%	44%	42%



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

Wholesale Wastewater	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Masonwood Wastewater	1,430	1,659	1,548	1,858	1,630	1,448	1,923	1,854	2,141	2,180	2,156	2,147	21,974
WCID 17 Wastewater	2,712	2,102	2,095	2,555	2,271	2,367	2,380	2,147	2,440	2,370	2,365	2,225	28,029
TOTALS	4,142	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	50,003

System Summary	December	January	February	March	April	May	June	July	August	September	October	November	12 Month Total
Total Wholesale	4,142	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	50,003
TOTAL WASTEWATER	4,142	3,761	3,643	4,413	3,901	3,815	4,303	4,001	4,581	4,550	4,521	4,372	50,003

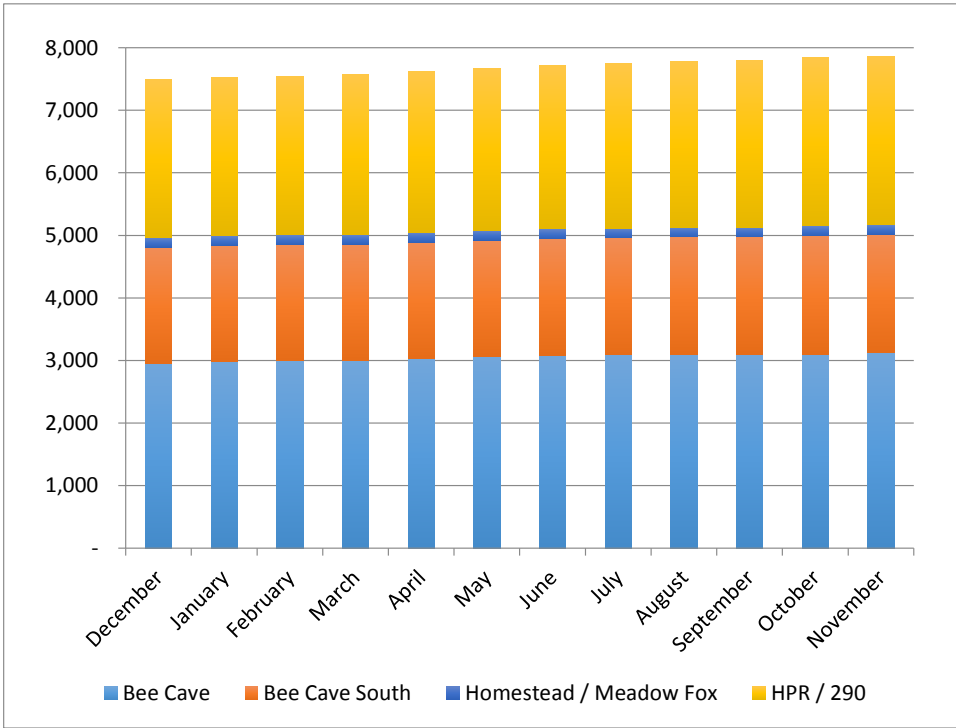




Summary of Total Retail Customer Count Water

Meters	December	January	February	March	April	May	June	July	August	September	October	November
Bee Cave	2,958	2,982	2,997	3,002	3,031	3,068	3,082	3,090	3,100	3,101	3,103	3,120
Bee Cave South	1,852	1,855	1,856	1,859	1,861	1,857	1,866	1,871	1,875	1,874	1,892	1,896
Homestead / Meadow Fox	157	157	157	156	156	156	157	156	157	157	157	158
HPR / 290	2,518	2,523	2,533	2,557	2,565	2,588	2,605	2,631	2,651	2,671	2,684	2,691
TOTALS	7,485	7,517	7,543	7,574	7,613	7,669	7,710	7,748	7,783	7,803	7,836	7,865

Customer Growth	43	32	26	31	39	56	41	38	35	20	33	29
Monthly Growth Rate	0.58%	0.43%	0.35%	0.41%	0.51%	0.74%	0.53%	0.49%	0.45%	0.26%	0.42%	0.37%
12 Month Growth	260	275	276	292	299	342	363	377	385	390	416	423
12 Month Growth Rate	3.59%	3.78%	3.79%	3.99%	4.08%	4.65%	4.92%	5.10%	5.19%	5.26%	5.59%	5.65%

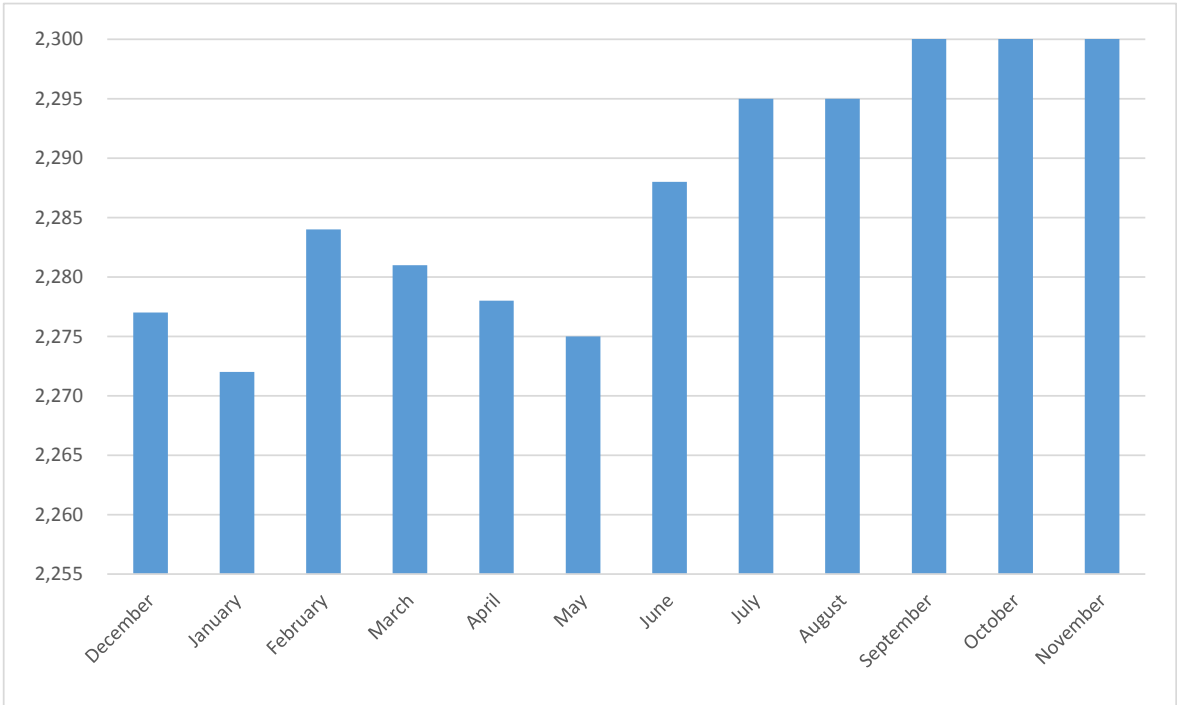




Summary of Total Retail Customer Count Wastewater

Meters	November	December	January	February	March	April	May	June	July	August	September	October	November
Wastewater Customers	2,255	2,277	2,272	2,284	2,281	2,278	2,275	2,288	2,295	2,295	2,317	2,319	2,322

Customer Growth	4	22	(5)	12	(3)	(3)	(3)	13	7	-	22	2	3
Monthly Growth Rate	0.18%	0.98%	-0.22%	0.53%	-0.13%	-0.13%	-0.13%	0.57%	0.31%	0.00%	0.96%	0.09%	0.13%
12 Month Growth	21	38	31	38	55	33	34	70	77	68	70	68	67
12 Month Growth Rate	0.94%	1.70%	1.38%	1.71%	2.45%	1.47%	1.53%	3.16%	3.46%	3.03%	3.11%	3.02%	2.94%



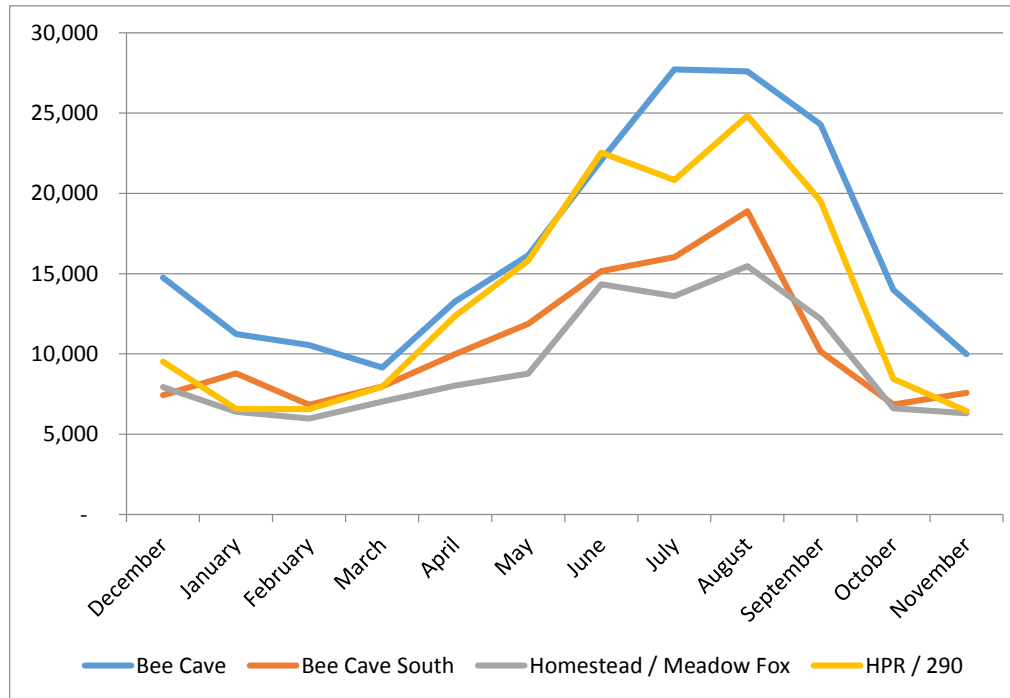


Retail Customer Average Use Analysis

Average Water Usage per Connection, per Month (Gallons)

	December	January	February	March	April	May	June	July	August	September	October	November
Bee Cave	14,755	11,238	10,550	9,152	13,261	16,143	22,071	27,719	27,601	24,297	13,985	9,979
Bee Cave South	7,431	8,781	6,832	7,974	9,995	11,879	15,147	16,020	18,886	10,150	6,846	7,566
Homestead / Meadow Fox	7,936	6,395	5,975	7,038	8,032	8,769	14,331	13,590	15,465	12,185	6,605	6,304
HPR / 290	9,507	6,583	6,565	7,953	12,365	15,800	22,536	20,824	24,830	19,517	8,452	6,443
System Wide Average	11,034	8,968	8,202	8,415	12,053	14,845	20,395	22,268	24,313	19,019	10,218	8,114

12-Month Average	14,497	14,516	14,468	14,369	14,413	14,374	14,699	14,820	15,002	15,031	14,558	14,027
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Retail Customer Average Use Analysis

Summary of Customer Contacts/Payment Processing

Customer Contacts	December	January	February	March	April	May	June	July	August	September	October	November
Date of	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	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30
Calls	580	827	741	535	603	623	736	718	625	546	832	421
Emails	68	141	97	112	140	236	254	224	248	151	160	152
In Office	199	217	167	230	250	243	249	266	247	750	212	150
TOTALS	847	1,185	1,005	877	993	1,102	1,239	1,208	1,120	1,447	1,204	723

Payments	December	January	February	March	April	May	June	July	August	September	October	November
Date of Payments	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	7/1-7/31	8/1-8/31	9/1-9/30	10/1-10/31	11/1-11/30
Mail	1,577	1,347	1,001	2,068	1,466	1,396	2,194	1,915	1,886	1,802	1,798	1,833
Walk In/Dropbox Payments	244	316	230	350	243	283	308	331	319	288	202	183
Online Payments Credit Cards	367	456	379	378	355	334	458	418	304	340	304	308
Online Payments Echeck	431	454	394	389	346	370	465	498	471	383	471	455
Unreceivables	1,807	2,028	1,653	2,080	1,915	2,046	2,199	2,158	2,198	2,268	2,127	2,138
TOTALS	4,426	4,601	3,657	5,265	4,325	4,429	5,624	5,320	5,178	5,081	4,902	4,917



Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	17	5	130
Bee Cave South	12	14	24
Homestead / Meadow Fox	5	-	3
290 HPR	29	15	32
TOTAL	63	34	189

DOLLARS	31-60	61-90	91+
Bee Cave	6,229	3,516	127,572
Bee Cave South	2,903	4,506	43,134
Homestead / Meadow Fox	926	-	12,326
HPR / 290	5,830	7,019	150,872
TOTAL	15,888	15,040	333,904

Delinquent Letters	Date Sent	Total Del
Bee Cave		
Bee Cave South		
Homestead / Meadow Fox		
290 HPR		
TOTAL		-

Disconnects	Date	How Many
Bee Cave		
Bee Cave South		
Homestead / Meadow Fox		
HPR / 290		

Still Off