

## **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF MEETING**

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

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold its regular meeting at 10:00 a.m. on Thursday, June 20, 2019 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas. The following matters will be considered and may be acted upon at the meeting.

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

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

**I. CALL TO ORDER**

**II. ESTABLISH QUORUM**

**III. BOARD BUSINESS**

- A. Discuss, consider and take action on confirmation of Participating Members appointment of Scott Roberts and Bill Goodwin to PUA Board.**
- B. Discuss, consider and take action on election of officers to Board.**

**IV. PUBLIC COMMENT**

**V. CONSENT AGENDA (J. Riechers)**

- A. Approve minutes of May 16, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:**
  - 1. SJ Louis Construction of Texas., Ltd. Pay Request No. 10, \$35,806.50, 1340 Transmission Main Project.**
  - 2. Landmark Structures I, LP, Pay Request No. 14, \$54,368.50, 1340 Elevated Storage Tank Project.**

3. **Travis Industries, LLC, Pay Request No. 6 & Final, \$20,369.90, Uplands WTP & HS Pump Station.**
- D. **Approve Contractor Change Orders including:**
  1. **SJ Louis Construction of Texas., Ltd. Change Order No. 3, \$10,010.00, 1340 Transmission Main Project.**
- E. **Approve Utility Conveyance Agreements to convey facilities to the WTCPUA from the following:**
  1. **Bee Cave Professional Park**
  2. **Creeks Edge**
  3. **Code Ranch**
  4. **Spillman Ranch, Ph. 1, Sect 10**
  5. **Travis County Emergency Services District No. 6 (Station 606)**
- F. **Approve Developer Reimbursements to:**
  1. **CCNG for Section A, Section V-B and Preserve Villas, \$238,912.41**
  2. **High Pointe Ph 5, Sect. 3 \$257,231.24**
- G. **Approve total reimbursable costs for High Pointe Phase 1, Section 3A as determined by Maxwell, Locke & Ritter report.**
- H. **Approve Agreement for Waterline Extension Along Bee Cave Parkway (Bee Cave Professional Park)**

## **VI. OLD BUSINESS**

- A. **Discuss, consider and take action regarding pending and/or anticipated litigation, including (S. Albright/D. Klein):**
  1. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*
  2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654 (S. Albright).*
  3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
  4. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*

*(These items under V.A may be taken into Executive Session under the consultation with attorney exception).*

- B. Discuss, consider, and take action on legislative efforts and legislation in the 86th Legislative Session (S. Albright).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- C. Discuss, consider and take action on proposed modification to WTCPUA Rules and Policies regarding Opt-Out Provision for Automatic Read Meters (AMR) (S. Roberts).**

## **VII. NEW BUSINESS**

- A. Discuss, consider, and take action regarding Travis County Municipal Utility District No. 22 (Provence Subdivision Phase I, Section 1) Service Extension Request, including (S. Albright):**
  - 1. Water Facilities Lease Agreement;**
  - 2. Special Warranty Deed conveying Elevated Storage Tank site; and**
  - 3. Billing matters.**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- B. Discuss, consider and take action on FY 2019 Audit Engagement Letter with Maxwell, Locke and Ritter (J. Smith).**
- C. Discuss, consider and take action on Consent to Assignment of Reimbursement Rights from CCNG Development Company, L.P. to Southside Bank for the East Village Subdivision (D. Klein).**
- D. Discuss, consider and take action on Consent to Assignment of Reimbursement Rights from Synchro Realty, L.L.C. to Southside Bank for the Spanish Oaks Subdivision (D. Klein).**
- E. Discuss, consider and take action on Order Setting a Public Hearing on Amendments to Wholesale and Retail Water and Wastewater Rates (D. Klein).**
- F. Discuss, consider, and take action on the assessment of impact fees (B. Goodwin).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- G. Discuss, consider, and take action regarding Land Use Restriction Easement with the Texas Nature Conservancy (Southwest Parkway Pump Station) (D. Lozano/S. Albright).**

- H. Discuss, consider and take action on review of Hays WCID #1 Wholesale Water Service Agreement (D. Lozano).**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*
- I. Discuss, consider, and take action regarding engineering services proposals from Murfee Engineering Co., Inc. (D. Lozano).**
  - 1. Hamilton Pool Road Pump Station GST No. 2 CIP Project design, approval and construction administration, (\$187,688).**
- J. Discuss, consider and take action regarding engineering services proposal from CP&Y for architectural services at the Uplands WTP Trident Room and Office Building Renovations Project.**
- K. Discuss, consider and take action regarding customer complaint and contractual relationship with outside inspector.**  
*(This item may be taken into Executive Session under the consultation with attorney exception).*

#### **VIII. STAFF REPORTS**

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

#### **IX. ADJOURNMENT**

Dated: June 14, 2019



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Jennifer Riechers  
WTCPUA Interim General Manager

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



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

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

## **V. CONSENT AGENDA**

# ITEM A

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

May 16, 2019

**Present:**

Scott Roberts, President  
Don Walden, Vice President  
Bill Goodwin, Assistant Secretary  
Eileen Brozka, Director

**Staff and Consultants:**

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

**I. CALL TO ORDER**

Director Roberts called the meeting to order at 10:01 a.m.

**II. ESTABLISH QUORUM**

A quorum was established. Also present were the above-referenced staff and consultants.

Director Roberts introduced Commissioner Walt Smith from Hays County.

**III. PUBLIC COMMENT**

Ms. Jamie Daniel addressed the Board regarding her water use and wastewater averaging. She stated that she was previously unaware that if there were two consecutive months of zero water use during the winter average period, the averaging would be at 10,000 gallons. Director Roberts asked for clarification regarding the Open Meetings Act. Director Walden asked that Ms. Daniel contact Jennifer Smith to explain the rate structure and assist her with any questions. Ms. Smith explained that the minimum wastewater bill is based on water usage. Director Goodwin stated that he had looked into a similar complaint in the past and discussed with Ms. Riechers.

Mr. James “Cinco” Cocke addressed the Board relating to a professional medical office building being developed in the PUA service area. He stated that he was told by PUA staff during final project approval that a water line needed to be extended down Bee Cave Parkway. He stated that this was not in the project budget, and that the cost is approximately \$75,000. Mr. Lozano stated that the City of Bee Cave ordinances and a plat note require extending this line, and that Mr. Ramirez caught that this line extension was not addressed earlier in the process. Director Goodwin stated that the property was platted some time before the site plan was approved, so he was not clear how this could be a surprise. Mr. Ramirez stated that he believed this line extension requirement was to extend the line to connect a gap. Mr. Lozano confirmed that this is a critical gap in the system and benefits the system as a whole. Director Walden stated that he understands that the developer has been given an option to get the water meter more quickly and extend the line.

#### **IV. CONSENT AGENDA**

- A. Approve minutes of April 10, 2019 special Board Meeting and April 18, 2019 regular Board Meeting.**
- B. Approve payment of invoices and other related bookkeeping matters.**
- C. Approve Contractor Pay Requests including:**
  - 1. Landmark Structures I, LP, Pay Request 13, \$104,889.50, 1340 Elevated Storage Tank Project.**
- D. Approve Contractor Change Orders including:**
  - 1. S.J. Louis Construction of Texas, Ltd., Change Order No. 3, \$8,685.00, 1340 Transmission Main Project.**
- E. Approve Service Availability Letter:**
  - 1. Bee Cave Learning Center, 13 Water and Wastewater LUEs, Hwy. 71 System.**
- F. Approve Non-Standard Service Agreement (NSSA) including location map for:**
  - 1. Bee Cave Learning Center, 13 Water and Wastewater LUEs, Hwy. 71 System**
- G. Approve purchase of replacement pump for High Service Pump No. 5, \$33,600, Smith Pump Company, Inc.**
- H. Approve Award of Contracts including:**
  - 1. DN Tanks, Inc. for the West Bee Cave Pump Station Ground Storage Tank No. 2 CIP Project for \$1,274,452.00.**
- I. Approve Utility Conveyance Agreements for:**
  - 1. Highpointe, Phase 1, Section 3A.**

**J. Approve Pay Application No. 2 to RTS Water Solutions LLC for \$66,362.17.**

**K. Approve Developer Reimbursement in the amount of \$149,242 to Taylor Morrison for Phase IV of Sawyer Ranch Road Pipeline.**

**MOTION:** A motion was made by Director Roberts to approve the consent agenda items, with the exception of Item D, attached as **Exhibits A-J**. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

## **V. OLD BUSINESS**

At 10:57 a.m. Director Roberts announced that the Board would convene in executive session to consult with its attorney pursuant to Texas Government Code § 551.071 regarding Items V.A and B, and Item VI. B and C.

At 12:14 p.m., Director Walden announced that the Board would reconvene in open session and that no action had been taken in executive session.

Director Roberts did not participate in executive session on Item VI. B. Director Roberts left the meeting during executive session.

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

1. *William R. Holms v. West Travis County Public Utility Agency; in Travis County Court of Law #2; C-1-CV-17-003601 (S. Albright).*
2. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency; in the 201st Judicial District Court, Travis County, Texas; Cause No. D-1-GN-18-001654 (S. Albright).*
3. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, No. 03-18-00668-CV in the Court of Appeals for the Third District of Texas at Austin.*
4. *John Hatchett, Sandra Hatchett and JPH Capital, LLP v. West Travis County Public Utility Agency, Civil Action No. 1:19-CV-00260 in the United States District Court for the Western District of Texas, Austin Division.*

This item was discussed in executive session.

**B. Discuss, consider, and take action on legislative efforts and legislation in the 86th Legislative Session.**

This item was discussed in executive session.

**C. Discuss, consider and take action on proposed modification to WTCPUA Rules and Policies regarding Opt-Out Provision for Automatic Read Meters (AMR).**

Ms. Smith presented on this item, provided as Exhibit K. She stated staff has recommended a \$75 one-time charge to change out the meter to a manual read meter, and to charge customers opting out a \$25/month fee. She stated that this amount was determined by looking at costs of the additional work involved to manually read meters.

Director Goodwin stated that the information provided at the last meeting related to electrical smart meters, which are much more powerful than the battery powered meters used by the PUA. He stated that the meter reader has to be close to the meter to take a read. Director Goodwin stated that he didn't see anything in the research that would suggest that a battery-powered meter underground would cause health impacts, and he is concerned that creating this opt-out program would mean that persons with certain disabilities would not be able to fill the meter reading position.

Dr. Laura Pressley addressed the Board on this item. She stated that she consults with families that are EMS sensitive, and that some individuals have higher levels of sensitivity than others. She stated that these meters measure in a 360 degree fashion, and it's important that these families with sensitivities have an opportunity to opt-out.

Director Goodwin asked Dr. Pressley if she was a customer of the PUA, to which she replied that she was not, but that she worked with families who are customers.

Ms. Cary Terrall next addressed the Board and stated that she is grateful that the PUA is considering an opt-out option. She stated that there is a need in the customer base for such a program, and that customers are willing to pay a reasonable fee to do so. Ms. Terrall stated that individuals are already exposed to sources of radiation, and that the World Health Organization and ADA recognizes sensitivity to wireless radiation. She thanked the Board for consideration of an opt-out program.

Director Walden inquired about the cost estimate and time required for manual reading and entry of meters. He asked if the reduction in meters read if there are manual reads are taken into account. Ms. Smith stated that the cost estimate was looked at the amount of miles traveled, taking into account that there would be other activities performed. She stated that there are currently 12 requests to opt out of the meter program.

**MOTION:** A motion was made by Director Roberts to approve an Automatic Read Meter Opt-Out program according to the cost structure

provided by PUA staff. The motion was seconded by Director Brzoska.

The vote was taken with the following result:

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

The vote failed. Director Roberts asked that this be brought back on the June agenda when the full Board is present.

## **VI. NEW BUSINESS**

### **A. Discuss, consider and take action regarding billing software proposal.**

Ms. Smith presented on this item, provided as **Exhibit L**. She stated that staff had investigated different options and that staff was recommending Tyler Incode Technologies as the WTCPUA's new billing software provider.

She stated that Tyler was also the lowest quote. She stated integration of other modules from Tyler would benefit customers and assist with communications internally including the finance module. She stated that this module will allow budgeting and CIP tracking. The work order module will allow better tracking and implementation of work orders and allow for SER tracking. She stated that training offered is 632 hours of onsite and/or web support. The system is cloud-based with multiple levels of backup for data.

Ms. Smith stated that the annual cost for the recommended modules is \$123,000, which is almost equivalent to what is being paid with accounting and billing software currently, but with a lot of new capabilities and functionality with the system.

Director Walden confirmed that for \$123,000 there would be more capabilities that would reduce the manual workload of staff, and provide more information. Ms. Smith estimated that the payback period for the new modules is two years or less.

Ms. Smith stated that the funding plan is provided in the backup, which includes the first year of annual fees. She requested the inclusion in the budget of another \$104,000 in Fiscal Year 2020, in addition to the \$100,000 appropriated for Fiscal Year 2019.

Director Goodwin confirmed that Tyler is the umbrella company, and their billing software is Incode. Ms. Smith confirmed that every user will receive training.

**MOTION:** A motion was made by Director Roberts to approve staff recommendation and select Tyler Incode Technologies as the PUA's billing software vendor, to move unused funds to 2020 and allocate



funding for FY 2019 for this item, and to authorize the General Manager to negotiate and execute a contract. The motion was seconded by Director Goodwin.

The vote was taken with the following result:

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

- B. Discuss, consider, and take action regarding water service to the Driftwood Creek Tract Commercial Project, including:**
- 1. Termination of April 30, 2015 Nonstandard Service Agreement with Driftwood Investments, Inc. (3 LUEs).**
  - 2. Fourth Amendment to the Wholesale Water Supply Agreement with the City of Dripping Springs (26 LUEs)**

This item was discussed in executive session. Director Roberts abstained and did not participate in executive session on this item, and did not participate or vote on this item in open session. Director Walden presided over the remainder of the Board meeting.

Mr. Lozano presented on this item provided as **Exhibits M and N**. He stated that a customer being served by a 2015 NSSA with the PUA is intended to now be served by the City of Dripping Springs through its wholesale contract with the PUA. The Fourth Amendment is updated to correct the area to be served, and it is requested that the 2015 NSSA be terminated.

**MOTION:** A motion was made by Director Goodwin to approve termination of the 2015 NSSA with Driftwood Investments as of the effective date of the Fourth Amendment to the City of Dripping Springs Wholesale Water Supply Agreement; and to approve the Fourth Amendment to the City of Dripping Springs Wholesale Water Supply Agreement, and authorize staff and consultants to finalize and implement adoption of this Fourth Amendment. The motion was seconded by Director Brzoska.

The vote was taken with the following result:

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

- C. Discuss, consider, and take action regarding a potential agreement for tertiary treatment with CCNG.**

This item was discussed in executive session.

Mr. Klein presented on this item, provided as **Exhibit O** and provided a summary of the proposed agreement for tertiary treatment.

**MOTION:** A motion was made by Director Goodwin to direct staff and consultants to pursue an agreement with CCNG for tertiary treatment according to the terms discussed in executive session. The motion was seconded by Director Brzoska.

The vote was taken with the following result:

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

- D. Discuss, consider and take action on Murfee Engineering Company engineering services proposals including:**
- 1. Wastewater Solids Management Master Plan, \$140,735.00**
  - 2. Sawyer Ranch 1340 Conversion, \$92,000.00**

Mr. Lozano presented on this item, provided as **Exhibit P**. He stated that the first proposal is to provide engineering service relating to a wastewater solids management master plan, and detailed how the management of sludge is a significant wastewater operation cost. Director Walden confirmed that this would reduce operations and maintenance cost, and asked that Mr. Lozano provide an estimate of these savings. Mr. Lozano stated that there would also be an energy savings.

Mr. Lozano also presented the proposal regarding the Sawyer Ranch 1340 Conversion relating to pressure plane optimization. He stated that the waterline would extend from Highway 290 down Sawyer Ranch Road to provide the Vistas at Sawyer with service.

**MOTION:** A motion was made by Director Roberts to approve the Murfee Engineering service proposals for the (1) Wastewater Solids Management Master Plan, and (2) Sawyer Ranch 1340 Conversion. The motion was seconded by Director Walden.

The vote was taken with the following result:

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

- E. Discuss, consider and take action on Letter Agreement with Travis County WCID #18 for emergency interconnect.**

Mr. Lozano presented on this item, provided as **Exhibit Q**. He stated that this letter agreement lays out the terms for exploring the possibility and estimating payment of fees to be reimbursed by the TCWCID 18.

**MOTION:** A motion was made by Director Walden to approve the Letter agreement with Travis County WCID No. 17 as presented. The motion was seconded by Director Roberts.

The vote was taken with the following result:

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

Mr. Lozano stated that part of the review would be an assessment of what is needed to provide the interconnect, and that there would be a recommendation made to the Board.

## **VII. STAFF REPORTS**

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

This report was included in the packets as **Exhibit R**.

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

Ms. Smith presented on this item, provided as **Exhibit S**. She flagged the budget and rate planning calendar, and the intent to hold a workshop after the June 20 Board meeting. Director Walden stated that he would like to hear from supervisors at the workshop.

She stated that revenue is still down, but usage is increasing as the summer months approach.

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

Mr. Lozano provided this item, provided as **Exhibit T**.

### **D. Operations Report.**

Mr. Curtis Jeffrey provided this report, provided as **Exhibit U**.

## **VIII. ADJOURNMENT**

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

The vote was taken with the following result:

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

The meeting adjourned at 12:07 p.m.

PASSED AND APPROVED this 20th day of June 2019.

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Scott Roberts, President  
Board of Directors

ATTEST:

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Ray Whisenant, Secretary/Treasurer  
Board of Directors

## **ITEM B**

**West Travis County Public Utility Agency**  
**Check Detail**  
**May 2019**

Type	Date	Name	Memo	Account	Paid Amount	Class
Bill Pmt -Check	05/09/2019	360 ICT, LLC	<a href="https://app.bill.com/BillPay?id=blp01QIFEDOLKY3q8fn3">https://app.bill.com/BillPay?id=blp01QIFEDOLKY3q8fn3</a>	11002 · Bill.com Money Out Clearing		
Bill	04/18/2019		40% Remainder For Water Plant Gate Access	16190 · Other Expenses-W	\$ (1,516.00)	1 General Fund
					\$ (1,516.00)	
Bill Pmt -Check	05/14/2019	ACT Pipe & Supply	<a href="https://app.bill.com/BillPay?id=blp01ANBLUUEGW3qu9wz">https://app.bill.com/BillPay?id=blp01ANBLUUEGW3qu9wz</a>	11002 · Bill.com Money Out Clearing		
Bill	04/11/2019		Supplies for Water Treatment Plant	16101 · Maintenance & Repairs-W	\$ (937.37)	1 General Fund
					\$ (937.37)	
Bill Pmt -Check	05/09/2019	Aerotek Environmental	<a href="https://app.bill.com/BillPay?id=blp01MVKCROWAS3q8fnm">https://app.bill.com/BillPay?id=blp01MVKCROWAS3q8fnm</a>	11002 · Bill.com Money Out Clearing		
Bill	04/25/2019		Staffing Services- Period Ending 4/13/2019	17430 · Contract Labor	\$ (1,629.00)	1 General Fund
					\$ (1,629.00)	
Bill Pmt -Check	05/09/2019	Aerotek Environmental	<a href="https://app.bill.com/BillPay?id=blp01UQNOTRWGI3q8fno">https://app.bill.com/BillPay?id=blp01UQNOTRWGI3q8fno</a>	11002 · Bill.com Money Out Clearing		
Bill	05/02/2019		Staffing Services- Period Ending 4/20/2019	17430 · Contract Labor	\$ (1,062.00)	1 General Fund
					\$ (1,062.00)	
Bill Pmt -Check	05/14/2019	Affordable Asphalt Paving	<a href="https://app.bill.com/BillPay?id=blp01MSASEEWYA3qu9x2">https://app.bill.com/BillPay?id=blp01MSASEEWYA3qu9x2</a>	11002 · Bill.com Money Out Clearing		
Bill	04/16/2019		Repaving Entrance to Lakepointe WWTP	16201 · Maintenance & Repairs-WW	\$ (6,500.00)	1 General Fund
					\$ (6,500.00)	
Bill Pmt -Check	05/14/2019	Aqua-Tech Laboratories, Inc	<a href="https://app.bill.com/BillPay?id=blp01IEKNUQJON3qu9xf">https://app.bill.com/BillPay?id=blp01IEKNUQJON3qu9xf</a>	11002 · Bill.com Money Out Clearing		
Bill	04/18/2019		March 2019 Analysis-Pho House	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	
Bill Pmt -Check	05/14/2019	Aqua-Tech Laboratories, Inc	<a href="https://app.bill.com/BillPay?id=blp01OWWDHBHMR3qu9xm">https://app.bill.com/BillPay?id=blp01OWWDHBHMR3qu9xm</a>	11002 · Bill.com Money Out Clearing		
Bill	04/18/2019		March 2019 Analysis- Schmidt's BBQ	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	

**West Travis County Public Utility Agency**  
**Check Detail**  
**May 2019**

<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01REEKNJRHL3qu9xh">https://app.bill.com/BillPay?id=blp01REEKNJRHL3qu9xh</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Mandola's	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					<u>\$ (166.13)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PXNPIDGNY3qu9xa">https://app.bill.com/BillPay?id=blp01PXNPIDGNY3qu9xa</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- All Star Burger	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					<u>\$ (166.13)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01WSAMMAMJC3qu9x5">https://app.bill.com/BillPay?id=blp01WSAMMAMJC3qu9x5</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Bohls WWTP	16272 · Laboratory Fees-WW	\$ (836.00)	1 General Fund
					<u>\$ (836.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01RJTASEGGT3qu9x7">https://app.bill.com/BillPay?id=blp01RJTASEGGT3qu9x7</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Lakepointe WWTP	16272 · Laboratory Fees-WW	\$ (871.00)	1 General Fund
					<u>\$ (871.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01CKSRBGJTC3qu9xg">https://app.bill.com/BillPay?id=blp01CKSRBGJTC3qu9xg</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Hill Country Indoor	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					<u>\$ (166.13)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01WPZTPWEFM3qu9x9">https://app.bill.com/BillPay?id=blp01WPZTPWEFM3qu9x9</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- WTP	16172 · Laboratory Fees-W	\$ (161.00)	1 General Fund
					<u>\$ (161.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01YAAHDAAAE3qu9xe">https://app.bill.com/BillPay?id=blp01YAAHDAAAE3qu9xe</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Elle's	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					<u>\$ (166.13)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QAXRYDAST3qu9xj">https://app.bill.com/BillPay?id=blp01QAXRYDAST3qu9xj</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

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Bill	04/18/2019		March 2019 Analysis- Pei Wei	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01VBLEZFYDY3qu9xk">https://app.bill.com/BillPay?id=blp01VBLEZFYDY3qu9xk</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Rosie's	16236 · Pre-Treatment Program-WW	\$ (159.13)	1 General Fund
					\$ (159.13)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01SOVYHLDNO3qu9x6">https://app.bill.com/BillPay?id=blp01SOVYHLDNO3qu9x6</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis	16172 · Laboratory Fees-W	\$ (1,140.00)	1 General Fund
					\$ (1,140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01APOJJSTHE3qu9xb">https://app.bill.com/BillPay?id=blp01APOJJSTHE3qu9xb</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Chili's	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01KIBCJORAZ3qu9xi">https://app.bill.com/BillPay?id=blp01KIBCJORAZ3qu9xi</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Maudie's	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01VCNJHJAQP3qu9x8">https://app.bill.com/BillPay?id=blp01VCNJHJAQP3qu9x8</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- LT2	16172 · Laboratory Fees-W	\$ (856.00)	1 General Fund
					\$ (856.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01NFDXUSVVD3qu9xo">https://app.bill.com/BillPay?id=blp01NFDXUSVVD3qu9xo</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Target	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Aqua-Tech Laboratories, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IBDWMSBDU3qu9xp">https://app.bill.com/BillPay?id=blp01IBDWMSBDU3qu9xp</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		March 2019 Analysis- Tony C's	16236 · Pre-Treatment Program-WW	\$ (166.13)	1 General Fund
					\$ (166.13)	



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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>ARC Document Solutions</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HMQZUDWOJ3qu9xr">https://app.bill.com/BillPay?id=blp01HMQZUDWOJ3qu9xr</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/16/2019	Board Packet Printing- April 2019	17810 · Board Meeting Expense	\$ (501.30)	1 General Fund	
				\$ (501.30)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Asero Enterprises, Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PNNNEVMBQ3qu9xt">https://app.bill.com/BillPay?id=blp01PNNNEVMBQ3qu9xt</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	03/20/2019	Lakepointe WWTP- Modification to EQ Transfer Channel- Plant #2	16201 · Maintenance & Repairs-WW	\$ (3,867.14)	1 General Fund	
				\$ (3,867.14)		
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>AT&amp;T</b>	<b>ACH</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/05/2019	Telephone Expense- Consolidated Bill	17662 · Telephone	\$ (1,204.22)	1 General Fund	
				\$ (1,204.22)		
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>AT&amp;T- Internet</b>	<b><a href="https://app.bill.com/BillPay?id=blp01RDPIQUDDL3q8fnw">https://app.bill.com/BillPay?id=blp01RDPIQUDDL3q8fnw</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/11/2019	Subscriber/Router	17663 · Internet	\$ (89.70)	1 General Fund	
		Phone Service	17662 · Telephone	\$ (622.83)	1 General Fund	
				\$ (712.53)		
<b>Bill Pmt -Check</b>	<b>05/10/2019</b>	<b>AT&amp;T Mobility-CC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01AHZTOLGNR3q8fo6">https://app.bill.com/BillPay?id=blp01AHZTOLGNR3q8fo6</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/24/2019	SCADA System Cellular Network- 3/19/19 - 4/18/19	16162 · Telephone-W	\$ (465.98)	1 General Fund	
		SCADA System Cellular Network- 3/19/19 - 4/18/19	16262 · Telephone-WW	\$ (465.98)	1 General Fund	
				\$ (931.96)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Austin Armature Works, LP</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HUUAVCZDB3qu9xw">https://app.bill.com/BillPay?id=blp01HUUAVCZDB3qu9xw</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019	Water Treatment Plant- Preventative Maintenance	16101 · Maintenance & Repairs-W	\$ (1,655.00)	1 General Fund	
				\$ (1,655.00)		
<b>Bill Pmt -Check</b>	<b>05/15/2019</b>	<b>Austin Armature Works, LP</b>	<b><a href="https://app.bill.com/BillPay?id=blp01UKTSNLQPD3qu9y0">https://app.bill.com/BillPay?id=blp01UKTSNLQPD3qu9y0</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/30/2019	Water Treatment Plant- PM of Philadelphia Mixers	16101 · Maintenance & Repairs-W	\$ (585.00)	1 General Fund	
				\$ (585.00)		

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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Austin Armature Works, LP</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HMOANAWLQ3qu9xv">https://app.bill.com/BillPay?id=blp01HMOANAWLQ3qu9xv</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019	Water Treatment Plant- Preventative Maintenance	16101 · Maintenance & Repairs-W	\$ (1,374.36)	1 General Fund	
				\$ (1,374.36)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GBMNPUYHL3qu9y2">https://app.bill.com/BillPay?id=blp01GBMNPUYHL3qu9y2</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	03/20/2019	U Receivables- Sep 2018	17105 · Billing System & Support	\$ (204.21)	1 General Fund	
				\$ (204.21)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01BSLSHVLJO3qu9y4">https://app.bill.com/BillPay?id=blp01BSLSHVLJO3qu9y4</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	03/20/2019	U Receivables- Nov 2018	17105 · Billing System & Support	\$ (192.51)	1 General Fund	
				\$ (192.51)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01ABHBQNNDK3qu9yb">https://app.bill.com/BillPay?id=blp01ABHBQNNDK3qu9yb</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/15/2019	U Receivables- January 2019	17105 · Billing System & Support	\$ (176.94)	1 General Fund	
				\$ (176.94)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MWJMXSXGO3qu9y5">https://app.bill.com/BillPay?id=blp01MWJMXSXGO3qu9y5</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019	Monthly Billing - Bee Cave - March 2019	17105 · Billing System & Support	\$ (2,739.26)	1 General Fund	
				\$ (2,739.26)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QZFEYUVJE3qu9yd">https://app.bill.com/BillPay?id=blp01QZFEYUVJE3qu9yd</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/22/2019	Monthly Billing - Bee Cave South- March 2019	17105 · Billing System & Support	\$ (1,659.19)	1 General Fund	
				\$ (1,659.19)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01NHXTPNVZW3qu9y3">https://app.bill.com/BillPay?id=blp01NHXTPNVZW3qu9y3</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	03/20/2019	U Receivables- Oct 2018	17105 · Billing System & Support	\$ (191.43)	1 General Fund	
				\$ (191.43)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01APTBOAQL3qu9yc">https://app.bill.com/BillPay?id=blp01APTBOAQL3qu9yc</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

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Bill	04/15/2019		U Receivables- February 2019	17105 · Billing System & Support	\$ (147.96)	1 General Fund
					<u>\$ (147.96)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01ESZKITHEK3qu9y6">https://app.bill.com/BillPay?id=blp01ESZKITHEK3qu9y6</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019		Monthly Billing - Homestead Meadow - March 2019	17105 · Billing System & Support	\$ (198.51)	1 General Fund
					<u>\$ (198.51)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01BQDFFWVTK3qu9y9">https://app.bill.com/BillPay?id=blp01BQDFFWVTK3qu9y9</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/15/2019		U Receivables- December 2018	17105 · Billing System & Support	\$ (181.53)	1 General Fund
					<u>\$ (181.53)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PJDOOHGGU3qu9y7">https://app.bill.com/BillPay?id=blp01PJDOOHGGU3qu9y7</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019		Monthly Billing - 290-HPR - March 2019	17105 · Billing System & Support	\$ (2,312.92)	1 General Fund
					<u>\$ (2,312.92)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>AVR Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01OQOKHEQSA3qu9ye">https://app.bill.com/BillPay?id=blp01OQOKHEQSA3qu9ye</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/29/2019		Monthly Billing - Bee Cave - April 2019	17105 · Billing System & Support	\$ (2,763.43)	1 General Fund
					<u>\$ (2,763.43)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Cantu</b>	<b>Check 15384</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases		\$ (620.36)	1 General Fund
					<u>\$ (620.36)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Gonzales</b>	<b>Check 15376</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases		\$ (312.42)	1 General Fund
					<u>\$ (312.42)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Harkrider</b>	<b>Check 15377</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases		\$ (266.66)	1 General Fund
					<u>\$ (266.66)</u>	

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				\$	(266.66)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Jeffrey</b>	<b>Check 15383</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(289.41)	1 General Fund
				\$	(289.41)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Main Office 4972</b>	<b>Check 15382</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(819.51)	1 General Fund
				\$	(819.51)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Pugh</b>	<b>Check 15380</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(7.13)	1 General Fund
				\$	(7.13)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Rendon</b>	<b>Check 15379</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(50.00)	1 General Fund
				\$	(50.00)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Riechers.</b>	<b>Check 15378</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(689.36)	1 General Fund
				\$	(689.36)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Sarot</b>	<b>Check 15381</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(2,004.85)	1 General Fund
				\$	(2,004.85)	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>BB&amp;T - Smith</b>	<b>Check 15385</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/06/2019		Credit Card Purchases	\$	(4,949.54)	1 General Fund
				\$	(4,949.54)	

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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Brenntag Southwest Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MEDJIZACR3qu9yg">https://app.bill.com/BillPay?id=blp01MEDJIZACR3qu9yg</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/15/2019		Chemicals- Water Treatment Plant	16130 · Chemicals-W	\$ (3,798.50)	1 General Fund
					<u>\$ (3,798.50)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Brenntag Southwest Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01TOXSVZIKK3qu9yj">https://app.bill.com/BillPay?id=blp01TOXSVZIKK3qu9yj</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/23/2019		Chemicals- Lakepointe WWTP	16230 · Chemicals-WW	\$ (671.05)	1 General Fund
					<u>\$ (671.05)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Brenntag Southwest Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HYPWOVRLE3qu9yk">https://app.bill.com/BillPay?id=blp01HYPWOVRLE3qu9yk</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/29/2019		Chemicals- WTP	16130 · Chemicals-W	\$ (3,798.50)	1 General Fund
					<u>\$ (3,798.50)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Brenntag Southwest Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01SLAQBBQVT3qu9yi">https://app.bill.com/BillPay?id=blp01SLAQBBQVT3qu9yi</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/22/2019		Chemicals- Bohls WWTP	16230 · Chemicals-WW	\$ (540.94)	1 General Fund
					<u>\$ (540.94)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Brenntag Southwest Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GMXCLDSEK3qu9yh">https://app.bill.com/BillPay?id=blp01GMXCLDSEK3qu9yh</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/15/2019		Chemicals- Water Treatment Plant	16130 · Chemicals-W	\$ (12,972.26)	1 General Fund
					<u>\$ (12,972.26)</u>	
<b>Bill Pmt -Check</b>	<b>05/16/2019</b>	<b>Capitol City Janitorial, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01AZJAVHPZC3qu9yo">https://app.bill.com/BillPay?id=blp01AZJAVHPZC3qu9yo</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/01/2019		Monthly Janitorial Services- May 2019	17815 · Janitorial	\$ (311.76)	1 General Fund
					<u>\$ (311.76)</u>	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>Century Link</b>	<b><a href="https://app.bill.com/BillPay?id=blp01ZAWRBPUMO3q8fo2">https://app.bill.com/BillPay?id=blp01ZAWRBPUMO3q8fo2</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/19/2019		Long Distance Expense	17662 · Telephone	\$ (23.86)	1 General Fund
					<u>\$ (23.86)</u>	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>City of Austin 04065 16047</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GCSOLEQSJ3q8fo0">https://app.bill.com/BillPay?id=blp01GCSOLEQSJ3q8fo0</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

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Bill	04/29/2019		Utility Expense	16261 · Electric-WW	\$ (219.93)	1 General Fund
					<u>\$ (219.93)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>City of Austin 07107 11753</b>	<b><a href="https://app.bill.com/BillPay?id=blp01CJEPDORJD3qu9yq">https://app.bill.com/BillPay?id=blp01CJEPDORJD3qu9yq</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019		Utility Expense	16261 · Electric-WW	\$ (8,970.84)	1 General Fund
			Utility Expense	16161 · Electric-W	\$ (56,900.16)	1 General Fund
			Utility Expense	17661 · Electric	\$ (170.22)	1 General Fund
					<u>\$ (66,041.22)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>City of Austin 22455 82422</b>	<b>22455 82422</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/15/2019		Utility Expense	16261 · Electric-WW	\$ (145.14)	1 General Fund
					<u>\$ (145.14)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>City of Austin 39852 19450</b>	<b>39852 19450</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/16/2019		Utility Expense	16261 · Electric-WW	\$ (245.86)	1 General Fund
					<u>\$ (245.86)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>City of Austin 39975 21324</b>	<b>39975 21324</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/13/2019		Utility Expense	16161 · Electric-W	\$ (69.30)	1 General Fund
					<u>\$ (69.30)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>City of Austin 44118 09855</b>	<b><a href="https://app.bill.com/BillPay?id=blp01XGJQKGPQT3qu9ys">https://app.bill.com/BillPay?id=blp01XGJQKGPQT3qu9ys</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/02/2019		Utility Expense - WW	16261 · Electric-WW	\$ (10,207.06)	1 General Fund
			Utility Expense - W	16161 · Electric-W	\$ (8,357.29)	1 General Fund
					<u>\$ (18,564.35)</u>	
<b>Bill Pmt -Check</b>	<b>05/29/2019</b>	<b>City of Austin 71822 19829</b>	<b>71822 19829</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/14/2019		Utility Expense	16161 · Electric-W	\$ (13,497.11)	1 General Fund
			Utility Expense	16261 · Electric-WW	\$ (348.53)	1 General Fund
					<u>\$ (13,845.64)</u>	

**West Travis County Public Utility Agency**  
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<b>Bill Pmt -Check</b>	<b>05/17/2019</b>	<b>City of Austin.</b>	<b>Check 15373</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/14/2019		Barton Springs Zone Permit Fee-Hwy 290 County Line Pump Station	16170 · Permit Expense-W	\$ (695.76)	1 General Fund
					<u>\$ (695.76)</u>	
<b>Bill Pmt -Check</b>	<b>05/17/2019</b>	<b>City of Austin.</b>	<b>Check 15374</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/14/2019		Barton Springs Zone Permit Fee-Morning Hill Drive Stand Pipe	16170 · Permit Expense-W	\$ (695.76)	1 General Fund
					<u>\$ (695.76)</u>	
<b>Bill Pmt -Check</b>	<b>05/17/2019</b>	<b>City of Austin.</b>	<b>Check 15375</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/14/2019		Barton Springs Zone Permit Fee-Hill County Water Supply Receiving	16170 · Permit Expense-W	\$ (695.76)	1 General Fund
					<u>\$ (695.76)</u>	
<b>Bill Pmt -Check</b>	<b>05/08/2019</b>	<b>Comdata Universal Mastercard</b>	<b>ACH</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/01/2019		Fuel 4/2/2019 - 5/1/2019	17701 · Vehicle Fuel	\$ (3,528.64)	1 General Fund
					<u>\$ (3,528.64)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>D.A.D.'s Lawn Services, LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IULPYBZHR3qu9yw">https://app.bill.com/BillPay?id=blp01IULPYBZHR3qu9yw</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/01/2019		Monthly Ground Maintenance	16110 · Grounds Maintenance-W	\$ (2,550.00)	1 General Fund
			Monthly Ground Maintenance	16210 · Grounds Maintenance-WW	\$ (3,250.00)	1 General Fund
					<u>\$ (5,800.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>Department of Information Resources</b>	<b><a href="https://app.bill.com/BillPay?id=blp01SDTQZZEHY3q8fo4">https://app.bill.com/BillPay?id=blp01SDTQZZEHY3q8fo4</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/22/2019		Internet Service- Raw Water Lift Station	16163 · Internet-W	\$ (167.78)	1 General Fund
					<u>\$ (167.78)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Elliott Electric Supply, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01TEPCZOOWV3qu9yz">https://app.bill.com/BillPay?id=blp01TEPCZOOWV3qu9yz</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		Water Treatment Plant Supplies	16101 · Maintenance & Repairs-W	\$ (197.16)	1 General Fund
					<u>\$ (197.16)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Elliott Electric Supply, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GVOEBCODJ3qu9yy">https://app.bill.com/BillPay?id=blp01GVOEBCODJ3qu9yy</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

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Bill	04/24/2019		Water Plant- Soft Start	16101 · Maintenance & Repairs-W	\$ (1,085.00)	1 General Fund
					<u>\$ (1,085.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Ferguson Enterprises, Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PPAFVXNVR3qu9z1">https://app.bill.com/BillPay?id=blp01PPAFVXNVR3qu9z1</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019		Bohls WWTP-Supplies	16201 · Maintenance & Repairs-WW	\$ (333.74)	1 General Fund
					<u>\$ (333.74)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Five Star Electric</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GIYTODYNU3qu9z3">https://app.bill.com/BillPay?id=blp01GIYTODYNU3qu9z3</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/09/2019		RWI- PS#3 Vibration Motor Panel & Accelerometers	16101 · Maintenance & Repairs-W	\$ (5,200.00)	1 General Fund
					<u>\$ (5,200.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Fluid Meter Service, Corp</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LITYZPQCO3qu9z7">https://app.bill.com/BillPay?id=blp01LITYZPQCO3qu9z7</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/25/2019		Field Repair Cla-Val PRV	16101 · Maintenance & Repairs-W	\$ (350.00)	1 General Fund
					<u>\$ (350.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Grainger</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IGKICKDW3qu9z9">https://app.bill.com/BillPay?id=blp01IGKICKDW3qu9z9</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/01/2019		Stock	16101 · Maintenance & Repairs-W	\$ (241.50)	1 General Fund
					<u>\$ (241.50)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Grainger</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GQMILPANF3qu9za">https://app.bill.com/BillPay?id=blp01GQMILPANF3qu9za</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/19/2019		RWI- Timer	16101 · Maintenance & Repairs-W	\$ (202.27)	1 General Fund
					<u>\$ (202.27)</u>	
<b>Bill Pmt -Check</b>	<b>05/16/2019</b>	<b>Green Oasis Landscapes</b>	<b><a href="https://app.bill.com/BillPay?id=blp01JIHJDIOM3qu9zc">https://app.bill.com/BillPay?id=blp01JIHJDIOM3qu9zc</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/01/2019		Plant Maintenance- May, June & July	17835 · Miscellaneous Expense	\$ (545.76)	1 General Fund
					<u>\$ (545.76)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Guardian Industrial Supply LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HSKIGYXAL3qu9ze">https://app.bill.com/BillPay?id=blp01HSKIGYXAL3qu9ze</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/15/2019		Raw Water Intake- Breaker, Hinged Cover, Enclosure Backplate	16101 · Maintenance & Repairs-W	\$ (205.19)	1 General Fund
					<u>\$ (205.19)</u>	



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					\$	(205.19)	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>HarHos Bee Caves, LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01WGJPXSMOH3q8fn6">https://app.bill.com/BillPay?id=blp01WGJPXSMOH3q8fn6</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	05/01/2019	Cam Payment		17125 · Occupancy	\$	(2,641.58)	1 General Fund
		Base Rent		17125 · Occupancy	\$	(3,752.42)	1 General Fund
		Storage		17125 · Occupancy	\$	(25.00)	1 General Fund
					\$	(6,419.00)	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>HarHos Bee Caves, LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GTAVSQYCT3q8fna">https://app.bill.com/BillPay?id=blp01GTAVSQYCT3q8fna</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	05/01/2019	Cam Payment		17125 · Occupancy	\$	(1,598.64)	1 General Fund
		Base Rent		17125 · Occupancy	\$	(2,270.87)	1 General Fund
					\$	(3,869.51)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Jones Heating and Air Conditioning</b>	<b><a href="https://app.bill.com/BillPay?id=blp01UWJXHJHNY3qu9zg">https://app.bill.com/BillPay?id=blp01UWJXHJHNY3qu9zg</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	04/03/2019	Pump Station #1 AC Repair		16101 · Maintenance & Repairs-W	\$	(588.00)	1 General Fund
					\$	(588.00)	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QIDBXXFZV3q8fmz">https://app.bill.com/BillPay?id=blp01QIDBXXFZV3q8fmz</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	12/20/2018	Morningside Development		16175 · SER Legal & Engineer Fees-W	\$	(53.00)	1 General Fund
					\$	(53.00)	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PXEGVCZNV3q8fn0">https://app.bill.com/BillPay?id=blp01PXEGVCZNV3q8fn0</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	03/26/2019	Driftwood Residential SER		17501 · General Counsel	\$	(795.00)	1 General Fund
					\$	(795.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LZVPVARDS3qua09">https://app.bill.com/BillPay?id=blp01LZVPVARDS3qua09</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			
Bill	04/17/2019	Forbes SER		16175 · SER Legal & Engineer Fees-W	\$	(51.50)	1 General Fund
					\$	(51.50)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QNLBNTGTV3qua04">https://app.bill.com/BillPay?id=blp01QNLBNTGTV3qua04</a></b>	<b>11002 · Bill.com Money Out Clearing</b>			

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Bill	04/17/2019	Summit 56 SER	16175 · SER Legal & Engineer Fees-W	\$ (212.00)	1 General Fund
				<u>\$ (212.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01IRAUHMMUR3qu9zv</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	Parten Ranch NSSA	16175 · SER Legal & Engineer Fees-W	\$ (374.00)	1 General Fund
				<u>\$ (374.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01ZKCYNMYXF3qua0c</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	86th Legis Consult & Track Services	17501 · General Counsel	\$ (3,000.00)	1 General Fund
				<u>\$ (3,000.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01ZFBVQKTBMG3qu9zt</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	General Operations	17501 · General Counsel	\$ (663.95)	1 General Fund
				<u>\$ (663.95)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01VQJSAOFRY3qu9zk</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/16/2019	William Holms Litigation	17502 · Litigation	\$ (687.90)	1 General Fund
				<u>\$ (687.90)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01KGMZQHFZZ3qu9zx</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	City of Dripping Springs	17501 · General Counsel	\$ (168.55)	1 General Fund
				<u>\$ (168.55)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01NWEOLZNCM3qu9zr</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	General Counsel	17501 · General Counsel	\$ (7,500.00)	1 General Fund
		Photocopying	17501 · General Counsel	\$ (241.20)	1 General Fund
				<u>\$ (7,741.20)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P https://app.bill.com/BillPay?id=blp01LYKCADTCI3qua05</b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	1080 & 1340 Transmission Main	17501 · General Counsel	\$ (221.26)	1 General Fund

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						\$	(221.26)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IXUCDDRQW3qu9zu">https://app.bill.com/BillPay?id=blp01IXUCDDRQW3qu9zu</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Hatchett Tract		16175 · SER Legal & Engineer Fees-W		\$	(721.60)	1 General Fund
						\$	(721.60)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IKDYMMMSD3qua01">https://app.bill.com/BillPay?id=blp01IKDYMMMSD3qua01</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Raw Waterline No 2		17501 · General Counsel		\$	(159.00)	1 General Fund
						\$	(159.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PALTZGBVY3qua0b">https://app.bill.com/BillPay?id=blp01PALTZGBVY3qua0b</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Seven Oaks		17501 · General Counsel		\$	(265.00)	1 General Fund
						\$	(265.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QRLSFEETS3qu9zy">https://app.bill.com/BillPay?id=blp01QRLSFEETS3qu9zy</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Rim Rock Retail Service		17501 · General Counsel		\$	(666.90)	1 General Fund
						\$	(666.90)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01DCAZSOPWK3qu9zl">https://app.bill.com/BillPay?id=blp01DCAZSOPWK3qu9zl</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/16/2019	Hatchett & JPH Capital Litigation		17502 · Litigation		\$	(5,121.20)	1 General Fund
						\$	(5,121.20)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01CDVFJDCXS3qu9zm">https://app.bill.com/BillPay?id=blp01CDVFJDCXS3qu9zm</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Spanish Oaks		17501 · General Counsel		\$	(165.00)	1 General Fund
						\$	(165.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GFJANOCDL3qua06">https://app.bill.com/BillPay?id=blp01GFJANOCDL3qua06</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/17/2019	Sweetwater Wholesale Service Lazy Nine MUD 1A		17501 · General Counsel		\$	(550.30)	1 General Fund
						\$	(550.30)	

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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LJGDYPVXA3qu9zw">https://app.bill.com/BillPay?id=blp01LJGDYPVXA3qu9zw</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	Deer Creek Ranch		17501 · General Counsel	\$ (503.50)	1 General Fund
					<u>\$ (503.50)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01KNZOCYKOP3qua08">https://app.bill.com/BillPay?id=blp01KNZOCYKOP3qua08</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	Signal Hill Estates SER		16175 · SER Legal & Engineer Fees-W	\$ (174.66)	1 General Fund
					<u>\$ (174.66)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01EFVNOEERB3qu9zo">https://app.bill.com/BillPay?id=blp01EFVNOEERB3qu9zo</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	Water Conservation & Drought Contingency		17501 · General Counsel	\$ (1,127.50)	1 General Fund
					<u>\$ (1,127.50)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Lloyd Gosselink Rochelle &amp; Townsend, P</b>	<b><a href="https://app.bill.com/BillPay?id=blp01RQHVVXQZLF3qu9zq">https://app.bill.com/BillPay?id=blp01RQHVVXQZLF3qu9zq</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019	2019 Series Bond Issuance		17501 · General Counsel	\$ (9,528.60)	1 General Fund
					<u>\$ (9,528.60)</u>	
<b>Bill Pmt -Check</b>	<b>05/15/2019</b>	<b>Lower Colorado River Authority</b>	<b><a href="https://app.bill.com/BillPay?id=blp01TKHMTZDHX3qua0f">https://app.bill.com/BillPay?id=blp01TKHMTZDHX3qua0f</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/30/2019	Municipal - Reservation Fee		16120 · Raw Water-W	\$ (54,375.00)	1 General Fund
		Municipal-Raw Water		16120 · Raw Water-W	\$ (29,631.41)	1 General Fund
					<u>\$ (84,006.41)</u>	
<b>Bill Pmt -Check</b>	<b>05/15/2019</b>	<b>Lower Colorado River Authority</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PXETAALIL3qua0i">https://app.bill.com/BillPay?id=blp01PXETAALIL3qua0i</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/30/2019	Municipal - Reservation Fee		16120 · Raw Water-W	\$ (2,718.75)	1 General Fund
		Municipal-Raw Water		16120 · Raw Water-W	\$ (287.48)	1 General Fund
					<u>\$ (3,006.23)</u>	
<b>Check</b>	<b>05/02/2019</b>	<b>Lower Colorado River Authority.</b>	<b>Final LCRA Installment Payment</b>	<b>31111 · DSF Reserve Checking 8349</b>		
		Final LCRA Installment Payment		12405 · Due to Others	\$ (11,425,944.04)	4 Debt Service F
					<u>\$ (11,425,944.04)</u>	

**West Travis County Public Utility Agency**  
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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>McCoy's Building Supply</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IMFAXKXAQ3qua0m">https://app.bill.com/BillPay?id=blp01IMFAXKXAQ3qua0m</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019	Grass Mat, Grass Seed & Steel Fabric Pins	16101 · Maintenance & Repairs-W	\$ (205.93)	1 General Fund	
				\$ (205.93)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Neltronics</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PHLESUDER3qua0p">https://app.bill.com/BillPay?id=blp01PHLESUDER3qua0p</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/10/2019	Water Line Communications to Raw Water	16190 · Other Expenses-W	\$ (7,895.00)	1 General Fund	
				\$ (7,895.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Odessa Pumps &amp; Equipment Inc,</b>	<b><a href="https://app.bill.com/BillPay?id=blp01SJLRXZNH3qua0s">https://app.bill.com/BillPay?id=blp01SJLRXZNH3qua0s</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019	Pump Station #7, Pump #1	16101 · Maintenance & Repairs-W	\$ (5,613.00)	1 General Fund	
				\$ (5,613.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pedernales 036972</b>	<b><a href="https://app.bill.com/BillPay?id=blp01TUIYPIYFF3qua0u">https://app.bill.com/BillPay?id=blp01TUIYPIYFF3qua0u</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019	Utility Expense- Pump Station 6- 4/3/2019 - 5/4/2019	16161 · Electric-W	\$ (56.71)	1 General Fund	
				\$ (56.71)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pedernales 140950</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PMAKADVVL3qua0w">https://app.bill.com/BillPay?id=blp01PMAKADVVL3qua0w</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019	Utility Expense- County Line Pump Station	16161 · Electric-W	\$ (39.99)	1 General Fund	
				\$ (39.99)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pedernales 196270</b>	<b><a href="https://app.bill.com/BillPay?id=blp01ILTAHPBHV3qua0z">https://app.bill.com/BillPay?id=blp01ILTAHPBHV3qua0z</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019	Utility Expense-Pump Station 5	16161 · Electric-W	\$ (565.97)	1 General Fund	
				\$ (565.97)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pedernales 222795</b>	<b><a href="https://app.bill.com/BillPay?id=blp01OICOUONSD3qua12">https://app.bill.com/BillPay?id=blp01OICOUONSD3qua12</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019	Utility Expense-County Line Pump Station	16161 · Electric-W	\$ (8,013.92)	1 General Fund	
				\$ (8,013.92)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pedernales 265199</b>	<b><a href="https://app.bill.com/BillPay?id=blp01IOQEWQRQMR3qua14">https://app.bill.com/BillPay?id=blp01IOQEWQRQMR3qua14</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

**West Travis County Public Utility Agency**  
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Bill	05/08/2019		Utility Expense-Elevated Storage #2	16161 · Electric-W	\$ (114.06)	1 General Fund
					\$ (114.06)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>PostNet TX144</b>	<b><a href="https://app.bill.com/BillPay?id=blp01EMBVONLDR3qua16">https://app.bill.com/BillPay?id=blp01EMBVONLDR3qua16</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/17/2019		Postage- Certified Mail for R. Pugh	17855 · Postage & Delivery	\$ (7.70)	1 General Fund
					\$ (7.70)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>PostNet TX144</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MLBJLLBM3qua1a">https://app.bill.com/BillPay?id=blp01MLBJLLBM3qua1a</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/29/2019		Postage- Mailed CS Scanner	17855 · Postage & Delivery	\$ (31.23)	1 General Fund
					\$ (31.23)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>PostNet TX144</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MRFBUHAVT3qua1b">https://app.bill.com/BillPay?id=blp01MRFBUHAVT3qua1b</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/08/2019		Postage- MER's for April 2019	17855 · Postage & Delivery	\$ (14.90)	1 General Fund
					\$ (14.90)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>PostNet TX144</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LTJTDLOBE3qua18">https://app.bill.com/BillPay?id=blp01LTJTDLOBE3qua18</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/29/2019		Postage- Sent Cartridges Back to Neopost	17855 · Postage & Delivery	\$ (19.80)	1 General Fund
					\$ (19.80)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Precision Calibrate Meter Services</b>	<b><a href="https://app.bill.com/BillPay?id=blp01XHURZSWKS3qua1e">https://app.bill.com/BillPay?id=blp01XHURZSWKS3qua1e</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/24/2019		New Meter- Lakepointe WWTP Effluent Meter	16201 · Maintenance & Repairs-WW	\$ (4,372.00)	1 General Fund
					\$ (4,372.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Precision Calibrate Meter Services</b>	<b><a href="https://app.bill.com/BillPay?id=blp01BXKLJWHBV3qua1d">https://app.bill.com/BillPay?id=blp01BXKLJWHBV3qua1d</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/24/2019		RWI- Vibration Equipment for RWI P#3	16101 · Maintenance & Repairs-W	\$ (2,508.45)	1 General Fund
					\$ (2,508.45)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Pryor Learning Solutions, Inc</b>	<b><a href="https://app.bill.com/BillPay?id=blp01AOHXBWTVS3qua1g">https://app.bill.com/BillPay?id=blp01AOHXBWTVS3qua1g</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/02/2019		HR Seminar- K. Kirkley	17875 · Training and Continuing Ed	\$ (149.00)	1 General Fund
					\$ (149.00)	

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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>QualTech Automotive</b>	<a href="https://app.bill.com/BillPay?id=blp01TGFWUISVJ3qua1i">https://app.bill.com/BillPay?id=blp01TGFWUISVJ3qua1i</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/16/2019		Oil Changes 3/1/2019 - 4/16/2019	17702 · Vehicle Maint & Repair	\$ (87.30)	1 General Fund
					\$ (87.30)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Randall Electric</b>	<a href="https://app.bill.com/BillPay?id=blp01JVUKEBDHJ3qua1k">https://app.bill.com/BillPay?id=blp01JVUKEBDHJ3qua1k</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	01/25/2019		Water Plant- Misc Lighting Repairs	16101 · Maintenance & Repairs-W	\$ (2,139.64)	1 General Fund
					\$ (2,139.64)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Ready Refresh</b>	<a href="https://app.bill.com/BillPay?id=blp01YBJKENBCM3qua1o">https://app.bill.com/BillPay?id=blp01YBJKENBCM3qua1o</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/25/2019		Water Delivery & Rental Fees	17845 · Office Supplies	\$ (110.12)	1 General Fund
					\$ (110.12)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Rent Equip, LLC</b>	<a href="https://app.bill.com/BillPay?id=blp01MOXMZGDET3qua1q">https://app.bill.com/BillPay?id=blp01MOXMZGDET3qua1q</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/12/2019		Walk Behind Trencher-Bohl's Irrigation	16201 · Maintenance & Repairs-WW	\$ (1,050.80)	1 General Fund
					\$ (1,050.80)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Texas Community Propane, Ltd</b>	<a href="https://app.bill.com/BillPay?id=blp01FAENPQQEW3qua1s">https://app.bill.com/BillPay?id=blp01FAENPQQEW3qua1s</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/16/2019		Gas Expense 3925 Sugarloaf Dr	16264 · Other-WW	\$ (22.39)	1 General Fund
					\$ (22.39)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<a href="https://app.bill.com/BillPay?id=blp01SZICEUNIV3qua27">https://app.bill.com/BillPay?id=blp01SZICEUNIV3qua27</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Gateway at Falconhead	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<a href="https://app.bill.com/BillPay?id=blp01DPKLQPJSA3qua1x">https://app.bill.com/BillPay?id=blp01DPKLQPJSA3qua1x</a>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Balcones Self Storage	16178 · Construction Inspection Fees-W	\$ (1,120.00)	1 General Fund
					\$ (1,120.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<a href="https://app.bill.com/BillPay?id=blp01KOEDGARBM3qua1z">https://app.bill.com/BillPay?id=blp01KOEDGARBM3qua1z</a>	<b>11002 · Bill.com Money Out Clearing</b>		

**West Travis County Public Utility Agency**  
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Bill	04/26/2019		Construction Inspection Fees- Bee Cave Professional Office	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01BBLCEDQOG3qua2f">https://app.bill.com/BillPay?id=blp01BBLCEDQOG3qua2f</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Park at Bee Cave	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01THAXIUZH3qua2g">https://app.bill.com/BillPay?id=blp01THAXIUZH3qua2g</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Parten Ranch Phase 2	16178 · Construction Inspection Fees-W	\$ (2,800.00)	1 General Fund
					\$ (2,800.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01WZWSWLFTV3qua25">https://app.bill.com/BillPay?id=blp01WZWSWLFTV3qua25</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Driftwood 967 Discovery Golf Course	16178 · Construction Inspection Fees-W	\$ (490.00)	1 General Fund
					\$ (490.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01AVHKYJEYO3qua2j">https://app.bill.com/BillPay?id=blp01AVHKYJEYO3qua2j</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Signal Hill Estates	16178 · Construction Inspection Fees-W	\$ (2,660.00)	1 General Fund
					\$ (2,660.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01WQZFMIBKV3qua1w">https://app.bill.com/BillPay?id=blp01WQZFMIBKV3qua1w</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Anthem at Ledgestone	16178 · Construction Inspection Fees-W	\$ (1,260.00)	1 General Fund
					\$ (1,260.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01QHVJSDHXB3qua2c">https://app.bill.com/BillPay?id=blp01QHVJSDHXB3qua2c</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Lake Travis Middle School	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund
					\$ (140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01JTDXEUXUV3qua2a">https://app.bill.com/BillPay?id=blp01JTDXEUXUV3qua2a</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Hillside at Spanish Oaks	16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund



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						\$	(140.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LCBVTSEMO3qua2b">https://app.bill.com/BillPay?id=blp01LCBVTSEMO3qua2b</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Lake Travis ESD 606	16178 · Construction Inspection Fees-W	\$	(1,120.00)	1 General Fund	
					\$	(1,120.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01NGIXJOVSA3qua26">https://app.bill.com/BillPay?id=blp01NGIXJOVSA3qua26</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Extra Space Storage	16178 · Construction Inspection Fees-W	\$	(140.00)	1 General Fund	
					\$	(140.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01VULBGBEGO3qua2i">https://app.bill.com/BillPay?id=blp01VULBGBEGO3qua2i</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Rutherford West Section 5	16178 · Construction Inspection Fees-W	\$	(630.00)	1 General Fund	
					\$	(630.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01NDTEFFZRU3qua1u">https://app.bill.com/BillPay?id=blp01NDTEFFZRU3qua1u</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	03/25/2019		Construction Inspection Fees- Spillman Ranch Phase 1, Section 10	16178 · Construction Inspection Fees-W	\$	(1,400.00)	1 General Fund	
					\$	(1,400.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MXVNGFBPW3qua28">https://app.bill.com/BillPay?id=blp01MXVNGFBPW3qua28</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Falconhead Office	16178 · Construction Inspection Fees-W	\$	(280.00)	1 General Fund	
					\$	(280.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01KWHIPDBKM3qua23">https://app.bill.com/BillPay?id=blp01KWHIPDBKM3qua23</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Creeks Edge	16178 · Construction Inspection Fees-W	\$	(140.00)	1 General Fund	
					\$	(140.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01AYRSIJFBI3qua1v">https://app.bill.com/BillPay?id=blp01AYRSIJFBI3qua1v</a></b>	<b>11002 · Bill.com Money Out Clearing</b>				
Bill	04/26/2019		Construction Inspection Fees- Animal Care Clinic	16178 · Construction Inspection Fees-W	\$	(140.00)	1 General Fund	
					\$	(140.00)		

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<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01KTMRELSBM3qua24">https://app.bill.com/BillPay?id=blp01KTMRELSBM3qua24</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Premier Dance Studio- Dripping Spring 16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund	
				\$ (140.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01NYWVHTOXX3qua2h">https://app.bill.com/BillPay?id=blp01NYWVHTOXX3qua2h</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Provence Phase 1, Section 1 16178 · Construction Inspection Fees-W	\$ (2,240.00)	1 General Fund	
				\$ (2,240.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01KIJBAGPQF3qua22">https://app.bill.com/BillPay?id=blp01KIJBAGPQF3qua22</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Code Ranch 16178 · Construction Inspection Fees-W	\$ (1,260.00)	1 General Fund	
				\$ (1,260.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01VZIGUYVD3qua21">https://app.bill.com/BillPay?id=blp01VZIGUYVD3qua21</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Bee Cave Self Storage 16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund	
				\$ (140.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01CMJSXUWKP3qua2k">https://app.bill.com/BillPay?id=blp01CMJSXUWKP3qua2k</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Spillman Ranch Phase 1, Section 10 16178 · Construction Inspection Fees-W	\$ (140.00)	1 General Fund	
				\$ (140.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Bridge Group</b>	<b><a href="https://app.bill.com/BillPay?id=blp01LMMGFNGTS3qua29">https://app.bill.com/BillPay?id=blp01LMMGFNGTS3qua29</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Construction Inspection Fees- Highpointe Phase 1, Section 3A 16178 · Construction Inspection Fees-W	\$ (2,100.00)	1 General Fund	
				\$ (2,100.00)		
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>The Print Shoppe</b>	<b><a href="https://app.bill.com/BillPay?id=blp01ICHQXIREO3qua2n">https://app.bill.com/BillPay?id=blp01ICHQXIREO3qua2n</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		Business Cards 17850 · Outside Printing	\$ (100.55)	1 General Fund	
				\$ (100.55)		
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>Time Warner 27088</b>	<b><a href="https://app.bill.com/BillPay?id=blp01FSICPOFTU3q8fnj">https://app.bill.com/BillPay?id=blp01FSICPOFTU3q8fnj</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

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Bill	04/20/2019		Internet Service- LakePointe WWTP	16263 · Internet-WW	\$ (135.69)	1 General Fund
					<u>\$ (135.69)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Time Warner 39409</b>	<b><a href="https://app.bill.com/BillPay?id=blp01MCIQOMAHF3qua2r">https://app.bill.com/BillPay?id=blp01MCIQOMAHF3qua2r</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	05/04/2019		Phone Service- LS #20	16262 · Telephone-WW	\$ (102.40)	1 General Fund
					<u>\$ (102.40)</u>	
<b>Bill Pmt -Check</b>	<b>05/28/2019</b>	<b>Time Warner 70172</b>	<b>ACH</b>	<b>11118 · Manager Ckg 8314</b>		
Bill	05/13/2019		Internet- Water Plant	16163 · Internet-W	\$ (239.99)	1 General Fund
					<u>\$ (239.99)</u>	
<b>Bill Pmt -Check</b>	<b>05/09/2019</b>	<b>TML MultiState Intergovernmental EBP</b>	<b><a href="https://app.bill.com/BillPay?id=blp01PABXSRSZX3q8fnf">https://app.bill.com/BillPay?id=blp01PABXSRSZX3q8fnf</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		Employee Medical Benefits- May 2019	12307-1 · Medical	\$ (22,681.44)	1 General Fund
			Employee Dental Benefits- May 2019	12307-3 · Dental	\$ (1,391.62)	1 General Fund
			Employee Vision Benefits- May 2019	12307-2 · Vision	\$ (531.00)	1 General Fund
			Group Life Benefit-Life/AD&D- May 2019	12308 · Group Life Ins	\$ (1,581.25)	1 General Fund
			Group Life Benefit- LTD/STD- May 2019	12309 · LTD/STD/ADD	\$ (1,711.25)	1 General Fund
					<u>\$ (27,896.56)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Travis County MUD No 16</b>	<b><a href="https://app.bill.com/BillPay?id=blp01OMIHVYYYN3qua2x">https://app.bill.com/BillPay?id=blp01OMIHVYYYN3qua2x</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/30/2019		Sewer Collections- April 2019	12410 · TC MUD No 16 WW Collections	\$ (23,824.44)	1 General Fund
			Drainage Fees- April 2019	12410 · TC MUD No 16 WW Collections	\$ (3,828.17)	1 General Fund
			Tap Fee Collections- April 2019	12410 · TC MUD No 16 WW Collections	\$ (1,645.63)	1 General Fund
			Assessment Fees- April 2019	12454 · 290/HPR-477	\$ (119.12)	1 General Fund
					<u>\$ (29,417.36)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>U.S. Underwater Services, LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GZRGDAAXJ3qua2z">https://app.bill.com/BillPay?id=blp01GZRGDAAXJ3qua2z</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	03/11/2019		ROV Tank Inspections	16101 · Maintenance & Repairs-W	\$ (3,405.00)	1 General Fund
					<u>\$ (3,405.00)</u>	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>United Site Services of Texas, Inc.</b>	<b><a href="https://app.bill.com/BillPay?id=blp01SNSDEYUJW3qua31">https://app.bill.com/BillPay?id=blp01SNSDEYUJW3qua31</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		

**West Travis County Public Utility Agency**  
**Check Detail**  
**May 2019**

Bill	04/23/2019		Lakepointe	16290 · Other Expense-WW	\$ (114.33)	1 General Fund
					\$ (114.33)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>USA BlueBook</b>	<b><a href="https://app.bill.com/BillPay?id=blp01RMRKOKPLF3qua38">https://app.bill.com/BillPay?id=blp01RMRKOKPLF3qua38</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/26/2019		WTP- Sample Collection Jars	16101 · Maintenance & Repairs-W	\$ (95.50)	1 General Fund
					\$ (95.50)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>USA BlueBook</b>	<b><a href="https://app.bill.com/BillPay?id=blp01JBSRXBBIM3qua36">https://app.bill.com/BillPay?id=blp01JBSRXBBIM3qua36</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/25/2019		WTP- Back Support Belt	17885 · Uniforms-Safety Gear	\$ (36.58)	1 General Fund
					\$ (36.58)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>USA BlueBook</b>	<b><a href="https://app.bill.com/BillPay?id=blp01GWGQVLJIY3qua35">https://app.bill.com/BillPay?id=blp01GWGQVLJIY3qua35</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/18/2019		Water Plant Supplies	16101 · Maintenance & Repairs-W	\$ (1,095.04)	1 General Fund
					\$ (1,095.04)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Valve Direction LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01JJKMVUTCB3qua3b">https://app.bill.com/BillPay?id=blp01JJKMVUTCB3qua3b</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/11/2019		RWI- Installation of PCV for RWI P#4	16101 · Maintenance & Repairs-W	\$ (7,669.00)	1 General Fund
					\$ (7,669.00)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Vintage IT Services</b>	<b><a href="https://app.bill.com/BillPay?id=blp01HLFYZLZAE3qua3d">https://app.bill.com/BillPay?id=blp01HLFYZLZAE3qua3d</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/22/2019		IT Services- May 2019	17507 · IT Support Services	\$ (3,157.00)	1 General Fund
					\$ (3,157.00)	
<b>Bill Pmt -Check</b>	<b>05/13/2019</b>	<b>Waste Management of Texas</b>	<b><a href="https://app.bill.com/BillPay?id=blp01FRDBXVFVV3q8fo8">https://app.bill.com/BillPay?id=blp01FRDBXVFVV3q8fo8</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/25/2019		Garbage Expense	16164 · Other-W	\$ (474.41)	1 General Fund
			Garbage Expense	16264 · Other-WW	\$ (474.40)	1 General Fund
					\$ (948.81)	
<b>Bill Pmt -Check</b>	<b>05/14/2019</b>	<b>Wastewater Transport Services, LLC</b>	<b><a href="https://app.bill.com/BillPay?id=blp01YQIQALWSA3qua3j">https://app.bill.com/BillPay?id=blp01YQIQALWSA3qua3j</a></b>	<b>11002 · Bill.com Money Out Clearing</b>		
Bill	04/01/2019		Monthly Invoice- WTP	16140 · Sludge Disposal-W	\$ (18,975.00)	1 General Fund

**West Travis County Public Utility Agency**  
**Check Detail**  
**May 2019**

					\$	(18,975.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01SJGHRUDAR3qua3n	11002 · Bill.com Money Out Clearing				
Bill	04/10/2019		Lift Station Cleaning- Lift Station #11	16240 · Sludge Disposal-WW	\$	(960.00)	1 General Fund	
					\$	(960.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01PEUKYZRCK3qua3k	11002 · Bill.com Money Out Clearing				
Bill	04/01/2019		Monthly Invoice- Lakepointe WWTP	16240 · Sludge Disposal-WW	\$	(18,400.00)	1 General Fund	
					\$	(18,400.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01YLDZKDOFF3qua3l	11002 · Bill.com Money Out Clearing				
Bill	04/01/2019		Monthly Invoice- Bohls WWTP	16240 · Sludge Disposal-WW	\$	(27,600.00)	1 General Fund	
					\$	(27,600.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01DZUSMGVLA3qua3i	11002 · Bill.com Money Out Clearing				
Bill	03/25/2019		Scheduled Service- Jet The Main Sewer Line	16240 · Sludge Disposal-WW	\$	(2,880.00)	1 General Fund	
					\$	(2,880.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01PXJFWZVX3qua3g	11002 · Bill.com Money Out Clearing				
Bill	03/25/2019		Service- Cleaned Scum Line- Lakepointe WWTP	16240 · Sludge Disposal-WW	\$	(1,335.00)	1 General Fund	
					\$	(1,335.00)		
Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01ZEGBLEHDK3qua3o	11002 · Bill.com Money Out Clearing				
Bill	04/10/2019		Lift Station Cleaning- Lift Station #5	16240 · Sludge Disposal-WW	\$	(1,200.00)	1 General Fund	
					\$	(1,200.00)		
Bill Pmt -Check	05/15/2019	Wastewater Transport Services, LLC	https://app.bill.com/BillPay?id=blp01XJMZSOBKH3qua3q	11002 · Bill.com Money Out Clearing				
Bill	04/30/2019		Lift Station Cleaning- Bohls WWTP	16240 · Sludge Disposal-WW	\$	(1,440.00)	1 General Fund	
					\$	(1,440.00)		

**West Travis County Public Utility Agency**  
**Check Detail**  
**May 2019**

Bill Pmt -Check	05/14/2019	Wastewater Transport Services, LLC	<a href="https://app.bill.com/BillPay?id=blp01RNMDKBZGA3qua3m">https://app.bill.com/BillPay?id=blp01RNMDKBZGA3qua3m</a>	11002 · Bill.com Money Out Clearing		
Bill	04/10/2019		Lift Station Cleaning- Bohls WWTP	16240 · Sludge Disposal-WW	\$ (1,320.00)	1 General Fund
					<u>\$ (1,320.00)</u>	
<b>GRAND TOTAL</b>					\$ (11,947,522.73)	

## **ITEM C**



## Murfee Engineering Company

June 12<sup>th</sup>, 2019

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

Re: WTCPUA 1340 Transmission Main CIP Project – Recommendation for Pay Application No. 10

President Roberts & Board:

Please find attached Pay Application No. 10 dated June 11<sup>th</sup>, 2019 from S.J. Louis Construction of Texas, Ltd. for the above-referenced project. The work generally consists of restoration and general site maintenance. The work has been inspected and verified in the field and the application appears to be correct and is consistent with the Contract Documents and quantity estimates. The contract is substantially complete and the line is currently in service. Final completion is pending establishment of permanent erosion control. I therefore recommend approval and payment of Pay Application No. 10 in the amount of thirty five thousand eight hundred six and 50/100 dollars (\$35,806.50). Please feel free to contact me at your convenience if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dennis Lozano', is written over a light blue circular stamp.

Dennis Lozano, P.E.

Attachments: Complete package for Pay Application No. 10

CC: Jennifer Riechers – WTCPUA  
Kelli Kirkley – WTCPUA  
MEC File No. 11051.89D



**CONSTRUCTION PAY APPLICATION CERTIFICATION FORM**PAY APPLICATION NO. 10  
DATE 6/11/2019

PROJECT: 1340 TRANSMISSION MAIN

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.  
10515 Gulfdale Drive Suite 111  
San Antonio, TX 78216

FOR PERIOD 3/26/2019 TO 5/31/2019

OWNER: WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
12117 Bee Cave Rd. Building 3, Suite 120  
Bee Cave, Texas 78738

ENGINEER: MURFEE ENGINEERING COMPANY  
1101 Capital Of Texas Highway South, Bldg D.  
Austin, Texas 78746

ORIGINAL WATER CONTRACT AMOUNT: \$2,313,549.42

CHANGE ORDER(S) APPROVED: \$107,853.31

TOTAL CONTRACT AMOUNT: \$2,421,402.73

CHANGE ORDER PERCENTAGE: 4.45%

TOTAL WATER WORK COMPLETED TO DATE: \$ 2,233,459.92

CHANGE ORDER(S) COMPLETED TO DATE: \$ 172,808.31

MATERIALS STORED ON-SITE: \$ -

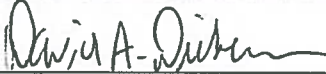
TOTAL VALUE OF WORK TO DATE: \$ 2,406,268.23

LESS 10% RETAINED: \$ 240,626.82

LESS PREVIOUS PAYMENT(S): \$ 2,129,834.91

AMOUNT DUE THIS PERIOD: \$ 35,806.50

Certification is hereby made that this estimate is true, correct and eligible for payment.



S.J. Louis Construction of Texas, Ltd.

6/11/19

Date

WTCPUA Construction Inspector

Date

Owner Representative

Date

  
Design Engineer6.12.19  
Date





## Murfee Engineering Company

May 28, 2019

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

**Re: WTCPUA 1340 Elevated Storage Tank  
Contractor's Application for Payment No. 14**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 14 from Landmark Structures I, L.P. for the period ending May 25<sup>th</sup>, 2019. We have reviewed this application for payment, conducted site inspections, concur with the items and quantities, and recommend approval and payment in the amount of fifty-four thousand, three hundred sixty-eight dollars and fifty cents (\$54,368.50). This application for payment is broken down as follows:

Original Contract Price:	\$1,729,000.00
Change Order No. _ Price:	--
Total Completed and Stored to Date:	\$1,640,400.00
Retainage (5%):	\$82,020.00
Previous Payments:	\$1,504,011.50
<b>Amount Due this Application:</b>	<b>\$54,368.50</b>
Balance to Finish, Plus Retainage:	\$170,620.00

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

Sincerely,



Eelhard Meneses, P.E.  
Project Manager

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



1665 Harmon Road  
Fort Worth, Texas  
U.S.A. 76177

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

## TRANSMITTAL LETTER

TO:

Murfee Engineering Company, Inc.

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

Austin, Texas 78746

Date	05/25/19	Job. No.	1596
Attn: Eelhard Meneses, P.E.			
Re: 1340 Elevated Storage Tank			
Austin, Texas			

WE ARE SENDING YOU THE ATTACHED ITEMS:

Copies	Date	No.	Description
1	05/25/19		Contractor's Application for Payment and Progress Billing Billing No. 14 For the Period Ending 05/25/19  Email to: emeneses@murfee.com

THESE ARE BEING TRANSMITTED:

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

REMARKS:

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

Signed

Kyle Coldeway

# Contractor's Application for Payment No.

14

Application Period: From 04/26/19 To 05/25/19		Application Date: 05/25/19
To (Owner): West Travis County Public Utility Agency	From (Contractor): Landmark Structures I, L.P.	Via (Engineer) Murfee Engineering Company, Inc.
Project/Contract 1340 Elevated Storage Tank		
Owner's Contract No.:	Contractor's Project No.: 1596	Engineer's Project No.: 11051.101

## APPLICATION FOR PAYMENT

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

## CONTRACTOR'S CERTIFICATION

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

By:  Project Manager Date: 05/25/19

1. ORIGINAL CONTRACT PRICE	\$ 1,729,000.00
2. Net change by Change Orders	\$ 0.00
3. CURRENT CONTRACT PRICE (Line 1 +/- 2)	\$ 1,729,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$ 1,640,400.00
5. RETAINAGE:	
a. 5% x 1,640,400.00 Work Completed	\$ 82,020.00
b. 5% x 0.00 Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)	\$ 82,020.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 1,558,380.00
7. LESS PREVIOUS PAY REQUEST (Line 6 from prior Application)	\$ 1,504,011.50
8. AMOUNT DUE THIS APPLICATION	\$ 54,368.50
9. BALANCE TO FINISH , PLUS RETAINAGE (Line 3 Less Line 6)	\$ 170,620.00

Payment is recommended by:

  
(Construction Inspector [if applicable])

5/28/19  
(Date)

Payment is recommended by:

  
(Engineer)

5/28/19  
(Date)

Payment is approved by:

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Date)

**14 PROGRESS BILLING**

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

Period From: 04/26/19  
 Period To: 05/25/19  
 Landmark #: 1596

Item	Qty	UM	Unit Price	Total	Complete To Date		Complete Previous	Complete This Period
					Percent/Units	Amount		
E-1 LOC Restoration	1887	SY	2.00	3,774.00				
E-2 Silt Fence	640	LF	2.00	1,280.00	512	1,024.00	1,024.00	
E-3 Stabilized Construction Entrance	1	EA	2,000.00	2,000.00	1	2,000.00	2,000.00	
W-1 750,000 Gallon EST	1	LS	1,437,000.00	1,437,000.00	98.91%	1,421,290.00	1,401,010.00	20,280.00
W-2 16" Waterline	34	LF	200.00	6,800.00	34	6,800.00	6,800.00	
W-3 20" Waterline	84	LF	250.00	21,000.00	84	21,000.00	21,000.00	
W-4 2-Way Master Meter	1	EA	14,000.00	14,000.00	1	14,000.00	14,000.00	
W-5 Drain Valve Assembly/ Fire Hydrant	1	EA	4,000.00	4,000.00	1	4,000.00	4,000.00	
W-6 16" Tie-in Infrastructure	1	LS	2,000.00	2,000.00	100%	2,000.00	2,000.00	
W-7 20" Tie-in Infrastructure	1	LS	2,000.00	2,000.00	100%	2,000.00	2,000.00	
W-8 Demolition & Removal of Existing Stand Pipe	1	LS	30,000.00	30,000.00				
W-9 Demolition & Removal of Existing Chlorine Buildings	1	LS	5,000.00	5,000.00				
W-10 Concrete Valley and Sidewalk	1	LS	2,360.00	2,360.00				
W-11 Demolition & Removal of Existing Pneumatic Tank & Assoc. Piping	1	LS	10,000.00	10,000.00				
S-1 Gravel Driveway	109	SY	30.00	3,270.00				
S-2 Grading	32	LF	40.00	1,280.00				
EL-1 Electrical Work	1	LS	113,000.00	113,000.00	85%	96,050.00	79,100.00	16,950.00
TS-1 Trench Safety System	118	LF	2.00	236.00	118	236.00	236.00	
AL-1 16" Westfall Static Mixer	1	EA	20,000.00	20,000.00	1	20,000.00		20,000.00
AL-2 Hydrodynamic Mixer	1	LS	50,000.00	50,000.00	100%	50,000.00	50,000.00	
Current Contract Amount				\$1,729,000.00	\$1,640,400.00		\$1,583,170.00	\$57,230.00
Change Orders								
Total Change Orders								
Revised Contract Amount				\$1,729,000.00	\$1,640,400.00		\$1,583,170.00	\$57,230.00
Gross Amount Due						1,640,400.00	1,583,170.00	57,230.00
Less Retainage						82,020.00	79,158.50	2,861.50
Net Amount						1,558,380.00	1,504,011.50	\$54,368.50
Less Previous Unpaid Billings						104,889.50		
Less Previous Paid Billings						1,399,122.00		
						\$54,368.50		
Weather Days Requested This Period - 8					Current Billing		\$54,368.50	

Supplemental General Conditions - Section 00810

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

THE STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

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

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1340 Elevated Storage Tank (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Landmark Structures I, L.P. (the "Contractor")

dated May 25, 2019

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including May 25, 2019,  
                     (the "Release Date").

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

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

Supplemental General Conditions - Section 00810

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

EXECUTED on this the 25 th day of May, 2019

CONTRACTOR

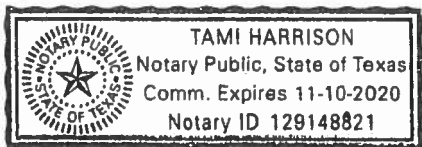
Landmark Structures I, L.P.

By: *Kyle Coldeway*

Print Name: Kyle Coldeway

Title: Project Manager

SWORN TO AND SUBSCRIBED BEFORE ME on this 25 th day of May, 2019



*Tami Harrison*  
Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 25 th day of May, 2019,  
by Kyle Coldeway, Project Manager of  
Landmark Structures I, L.P., a Limited Partnership, on behalf of said  
Limited Partnership.

*Tami Harrison*  
Notary Public in and for the State of Texas

Printed Name: Tami Harrison

My Commission Expires: 11-10-2020

ATTACH:

Exhibit A - List of Subcontractors



Exhibit "A"  
List of Subcontractors

1. Sun-Tech
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project WTC PUA\_1596\_Elevated\_Storage\_Tank

Job No. 1596

On receipt by the signer of this document of a check from Landmark Structures LLP. (maker of check) in the sum of \$ 6097.00 payable to Sun\*Tech Electrical Contractors, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Public Utilities Agency (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Landmark Structures (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

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

Date 5/28/2019

Sun\*Tech Electrical Contractors, Inc (Company name)

By [Signature] (Signature)

President (Title)

SWORN TO AND SUBSCRIBED BEFORE ME on this 28th day of May, 2019.

Notary Public Signature

Kelsey Jones



MHC RECORDS

WTCPUA  
1340 ELEVATED STORAGE TANK

CONTRACTOR PAYMENT SUMMARY

**Application for Payment No. 12**

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,472,760.00
Retainage		
5% Work Completed (D+E):	\$1,472,760.00	\$73,638.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$73,638.00
Amount Eligible to Date:		\$1,399,122.00
Less Previous Payments:		\$1,322,375.30
Amount Due this Application:		\$76,746.70
Balance to Finish, Plus Retainage:		\$329,878.00

**Application for Payment No. 13**

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,583,170.00
Retainage		
5% Work Completed (D+E):	\$1,583,170.00	\$79,158.50
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$79,158.50
Amount Eligible to Date:		\$1,504,011.50
Less Previous Payments:		\$1,399,122.00
Amount Due this Application:		\$104,889.50
Balance to Finish, Plus Retainage:		\$224,988.50

**Application for Payment No. 14**

Original Contract Price:		\$1,729,000.00
Net Change by Change Orders:		\$0.00
Current Contract Price:		\$1,729,000.00
Total Completed and Stored to Date:		\$1,640,400.00
Retainage		
5% Work Completed (D+E):	\$1,640,400.00	\$82,020.00
5% Stored Material (F):	\$0.00	\$0.00
Total Retainage::		\$82,020.00
Amount Eligible to Date:		\$1,558,380.00
Less Previous Payments:		\$1,504,011.50
Amount Due this Application:		\$54,368.50
Balance to Finish, Plus Retainage:		\$170,620.00

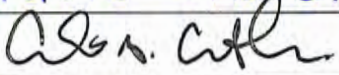


**SECTION 00 65 36****TITLE WARRANTY**

Contractor:	Travis Industries, LLC
Contractor Address:	P.O. Box 460067, San Antonio, Texas 78246-0067
Owner:	West Travis County PUA
Owner Address:	12117 Bee Caves Road, Bee Cave, TX 78738
Project Name:	Uplands WTP Trident Treatment Tanks and High Service Pump Station Painting Improvements
Project No.:	WTCP1800076

We, the Contractor, do hereby warrant that all labor, equipment, materials furnished, and work performed in conjunction with the above referenced Project or partial component of the Project are in accordance with the Contract Documents and authorized modifications thereto and will be free from defects due to defective materials or workmanship for a period of 12 months from Date of Certificate of Construction Completion and from Date of Substantial Completion of facilities immediately placed in operation for the Project.

Should any defect develop during the warranty period due to improper materials, workmanship, or arrangement, the same including adjacent work displaced shall be made good by the undersigned at no expense to the Owner. This Warranty shall be in addition to and in limitation of any other warranty or remedy required by law or by the Contract Documents.

Contractor:	Travis Industries, L.L.C.
Signature:	
Person Authorized to Execute this Warranty on behalf of the Contractor:	Carlton Catalani
Date:	May 24, 2019



SECTION 00 65 19.13

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

STATE OF TEXAS  
COUNTY OF Bexar

AFFIDAVIT

THAT I, the undersigned, being duly sworn, say that I was the Contractor for the performance of certain work entered into the 24<sup>th</sup> day of May, 2019, between the City of Waco, Texas and Travis Industries, LLC for construction of the Uplands WTP Trident Treatment Tanks and High Service Pump Station Painting Improvements project.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies the improvements on the aforementioned project have been fully and satisfactorily completed in conformity with the contract.
2. The undersigned further certifies that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract and that the wage rates paid by Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
3. The undersigned further certifies that there are no claims of subcontractors or materials suppliers for unpaid bills for labor or materials and supplies furnished in the course of the contract.

CERTIFIED TRUE AND CORRECT

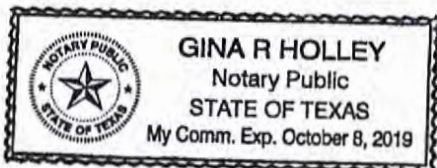
Carla. C. C.

Contractor

STATE OF TEXAS  
COUNTY OF Bexar

BEFORE me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Carlton Catalani, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 24<sup>th</sup> day of May, A.D., 2019.



(SEAL)

Gina R. Holley

Notary Public in and for

Bexar

County, Texas

My Commission Expires October 8, 2019

SECTION 00 62 76  
APPLICATION FOR PAYMENT FORM

Contractor's Application for Payment No. **6 & Final**

Contract Time: \_\_\_\_\_ Days Project No.: WTCP1800076  
Elapsed Time: \_\_\_\_\_ Days Period: 3/2019 To: 3/2019  
Project Name: Uplands WTP & HS Pump Station Engineer: CP&Y, Inc.  
Owner: West Travis County PUA Contractor: Travis Industries, LLC

1.	Original Contract Amount.....	\$	<u>399,900</u>	-
2.	Owners Change Orders Thru No. <u>2</u> .....	\$	<u>7,498.</u>	-
3.	Total Current Contract Amount .....	\$	<u>407,398.</u>	-
4.	Total Completed To Date .....	\$	<u>407,398.</u>	-
5.	Total Materials Stored To Date .....	\$	<u>0</u>	-
6.	Total Completed And Stored To Date .....	\$	<u>407,398</u>	-
7.	Retainage (5% Of Line 6) .....	\$	<u>20,369.90</u>	-
8.	Total Completed, Less Retainage .....	\$	<u>387,028.10</u>	-
9.	Less Amount Of Previous Estimates .....	\$	<u>387,028.10</u>	-
10.	<b>Amount Due This Application</b> .....	\$	<u>20,369.90</u>	-
<i>Retainage due</i>				
11.	Balance To Finish, Plus Retainage (Line 3 - Line 6)	\$	<u>0.00</u>	
12.	Percent Completed To Date (Line 6 : Line 3)	\$	<u>100</u>	<del>#DIV/0!</del>

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Chris Carter

Date: May 24, 2019

Payment of: \$ 20,369.90  
(Line 10 or other - attach explanation of the other amount) Inspector's Approval of Quantities

Recommended by: [Signature] 5/28/2019  
(Engineer) (Date)

Payment of: \$  
(Line 10 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)





**INDUSTRIAL SERVICES**  
San Antonio | Austin | Dallas/Ft. Worth

— SINCE 1886 —

# INVOICE

DATE	INVOICE NO.
3/31/2019	319-23000

SOLD TO:

West Travis County PUA  
13215 Bee Cave Pkwy, Bldg B, Ste 110  
Bee Cave, TX 78738

SHIP TO:

West Travis County PUA  
12117 Bee Cave Road  
Bee Cave, TX 78738

CUSTOMER PO NO.	TRAVIS SO NO.	TRAVIS JOB NO.	TERMS
WTCP1800076	14196	18-1-107	Net 30

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Contract Field Painting Uplands WTP Trident & HSPS Painting Improvements West Travis County PUA Bee Cave, Texas WTCP Job No. WTCP  Furnished labor, equipment and materials to provide applicable surface prep and application of architectural and protective coatings in accord with project documents.  Retainage Invoice		20,369.90 0.00 0.00	20,369.90

THANK YOU FOR YOUR BUSINESS !	Sales Tax (8.25%)	\$0.00
Please remit to: P.O. Box 460067, San Antonio, TX 78246	Total	\$20,369.90

**7902 SE Loop 410 \* San Antonio, TX 78223**  
**210-648-1990 Phone \* 210-648-1972 Fax**  
[www.travis-industries.com](http://www.travis-industries.com)



SECTION 00 65 19

CERTIFICATE OF CONSTRUCTION COMPLETION

Date of Issuance: May 23, 2019

Effective Date: May 23, 2019

Project Name: Uplands WTP Trident Treatment Tanks & High Service Pump Station Painting Improvements

Owner: West Travis County PUA

Project No.: WTCP1800076

Engineer: CP&Y, Inc.

Contractor Project No.:

Contractor: Travis Industries, LLC

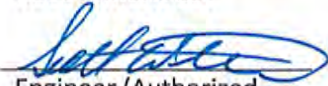
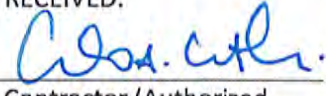
Date Contract was Entered Into: November 1, 2018

This is to certify that all construction has been completed and a final inspection of the project was conducted on April 9, 2019

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change orders and supplemental agreements thereto, with the following exceptions: None
2. The sum of zero dollars [\$0.00] is deducted from the final payment to the contractor as a fair and equitable settlement for the foregoing excepted work.
3. The contractor has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of months from this date, as provided in the contract.
4. The final payment in the amount below is now due and payable.

Amount of Original Contract	\$399,900.00
Cumulative Change Orders	\$ 7,498.00
Final Amount of Contract	\$407,398.00
Less Previous Payments	\$387,028.10
Less Deductions (From #2 Above)	\$ 0.00
Final Payment (Balance)	\$ 20,369.90

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By: 	By: _____	By: 
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: _____	Title: President
Date: 2019-05-23	Date: _____	Date: 28 May 2019

## ITEM D



## Murfee Engineering Company

June 12<sup>th</sup>, 2019

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

Re: WTCPUA 1340 Transmission Main CIP Project – Recommendation for Change Order No. 3

President Roberts & Board:

Please find attached Change Order No. 3 dated May 9<sup>th</sup>, 2019 from S.J. Louis Construction of Texas, Ltd. for the above-referenced project. Change Order No. 3 is a quantities adjustment removing several erosion and sedimentation control items that were not necessary as well as reconciling the actual irrigation repair price with the unit quantity placeholder used in the Contract Documents. We have inspected the work in the field, reviewed the documentation, and concur with the items and quantities and therefore recommend approval of Change Order No. 3 in the amount of \$10,010.00 (add). A detailed tabulation of the contract changes is provided on the attached change order form. Feel free to contact me at your convenience if you have any questions or need any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dennis Lozano', is written over a light blue circular stamp.

Dennis Lozano  
Vice President

Attachments: Complete package for Change Order No. 3

CC: Jennifer Riechers –WTCPUA  
Kelli Kirkley – WTCPUA  
MEC File 11051.89D

Date of Issuance: May 9, 2019

Effective Date:

Owner: West Travis County Public Utility Agency

Owner's Contract No.:

Contractor: SJ Louis Construction of Texas, Ltd.

Contractor's Project No.: 21803

Engineer: Murphy Engineering Company

Engineer's Project No.: 11051.89D

Project: 1340 Transmission Main

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional irrigation system repair.

Attachments: [List documents supporting change] Contractor's Proposal 12

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>2,313,549.42</u>	Original Contract Times: Substantial Completion: <u>250</u> days Ready for Final Payment: <u>340</u> days
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>01</u> to No. <u>02</u> : \$ <u>81,076.11</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>01</u> to No. <u>02</u> : Substantial Completion: <u>42</u> days Ready for Final Payment: <u>42</u> days
Contract Price prior to this Change Order: \$ <u>2,394,625.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>292</u> days Ready for Final Payment: <u>382</u> days
[Increase] [ <del>Decrease</del> ] of this Change Order: \$ <u>10,010.00</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>103</u> days Ready for Final Payment: <u>103</u> days
Contract Price incorporating this Change Order: \$ <u>2,404,635.53</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>395</u> days Ready for Final Payment: <u>485</u> days

RECOMMENDED:  
By: [Signature]  
Engineer (if required)

Title: Vice President  
Date: 6-12-19

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

By: [Signature]  
Contractor (Authorized Signature)

Title: South Texas Area Manager  
Date: May 2, 2019

Approved by Funding Agency (if applicable)

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

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





**PROPOSAL NO. 12**

<b>Project Name</b> West Travis County Public Utility Agency		<b>Proposal No.</b> 12	<b>Date</b> 5/9/19		
<b>Response Required By</b> Murfee Engineering Company, Inc. Dennis Lozano, PE 1101 S. Capital of Texas Highway, Bldg.D 512-327-9204		<b>Transmitted By</b> Brandon Meyer Project Coordinator <i>Signature</i>			
<b>Description of Change</b> <p><i>This proposal addresses the additional costs associated with the following items:</i></p> <p>SJ Louis is submitting Proposal No. 12 for additional cost/ time associated with the sprinkler damage near Belterra Dr. The existing bid item for irrigation repair estimated that 50 linear feet of sprinklers would be disturbed. SJ Louis encountered/ damaged approx. 1,500 linear feet of irrigation. This area spans from approx. sta. 65+00 - sta. 80+00. SJ Louis has received a proposal from WLE (Belterra's preferred contractor) to repair and tie in the sprinklers to the existing system.</p> <p>The quantity of repair is much more substantial than expected during bid time. Rather than over run the existing bid item as a per foot item, SJ Louis is submitting this cost difference for consideration. SJ Louis has shown the items that will not be billed to assist in the justification of this unforeseen cost.</p> <p>However, it was requested that SJ Louis submit WLE's proposal. WLE's proposal is the higher of the two proposals received.</p> <p>Please note, SJ Louis did not add any OHP markup to this proposal.</p> <p><b>NOTE:</b> All other work items and/or materials not specifically identified in this proposal are excluded</p>					
<b>Additions</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit price</b>	<b>Total Cost</b>
	Irrigation Repair Price Adder	Lump Sum	1.00	\$ 20,510.00	\$ 20,510.00
					\$ -
<b>SUBTOTAL (A)</b>					<b>\$ 20,510.00</b>
<b>Deletions</b>					
E-6	Erosion Control Dewatering System Installation And Maintenance	Each	-3.00	\$ 1,500.00	\$ (4,500.00)
E-9	Orange Construction Fence	Linear Foot	-1,000.00	\$ 2.00	\$ (2,000.00)
W-17	Driveway Repair	Linear Foot	-20.00	\$ 200.00	\$ (4,000.00)
<b>SUBTOTAL (B)</b>					<b>\$ (10,500.00)</b>
<b>10% Overhead + 10% Profit (C)</b>					<b>\$ -</b>
<b>Net Contract Change(A+B+C)</b>					<b>\$ 10,010.00</b>
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					<b>103</b>
If acceptable, please provide an authorization signature below and return one (1) copy to our office.					
<b>S.J. Louis Construction Action</b>					
<i>By</i> Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					

# Irrigation Work Order Proposal

DATE: 3/29/2019

# WLE

Prepared For: SJ Louis  
 Property Name: Belterra - Hays County WCID No 1  
 Address 1: 801 Belterra Dr  
 Address 2: Austin, TX 78737  
 Management Company: Inframark  
 Contact Name: Kristi Hester  
 Contact E-Mail: Kristi.Hester@inframark.com  
 Contact Phone: 512-844-1041  
 Other Info: Tax Exempt

WLE Office  
 10122 Bradshaw Road Austin, TX 78747  
 O: 888-389-LAND | F: 512-405-0340

Internal Use	
Internal Use	

WLE Account Manager: Chris Calvisi

REQUEST FOR REPAIRS	Quantity	LABOR/MACHINE				MATERIALS		TOTAL
		Man Hours Per Repair	Total Man Hours	Labor Cost (\$)	Total Labor (\$)	Material Cost (per repair, \$)	Material Total (\$)	Total Labor/Material
Time and material to install five zones on the east side of Belterra Drive along 290. This price includes all excavation, piping, valves, heads and proper back fill.	5.00	8.00	40.00	95.00	3,800.00	600.00	3,000.00	\$ 6,800.00
Install 750' of 16 gauge wire (6 wires total)	1.00	4.00	4.00	95.00	380.00	500.00	500.00	\$ 880.00
Install 500' of 3" PVC mainline	1.00	8.00	8.00	95.00	760.00	1000.00	1,000.00	\$ 1,760.00
<div> <p>East Side of Belterra = \$9,440.00            West Side of Belterra = \$16,070.00            Total = \$25,510</p> <p>Existing Irrigation Repair Bid Item = \$5,000.00</p> <p>Difference = \$20,510.00</p> </div>								

## NOTES

MATERIALS TOTAL	4,500.00
LABOR TOTAL	4,940.00
SUBTOTAL	9,440.00
TAX	0.00
TOTAL	9,440.00

Thank you for the opportunity to serve the needs of your property.  
 Please sign this estimate or reply to our email with "approved" and we will commence work  
 ~ Your WLE Team

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

## Irrigation Work Order Proposal

DATE: 12/13/2018

<b>Prepared For</b>	SJ Louis
<b>Property Name:</b>	Belterra hays 1
<b>Address 1:</b>	801 Belterra dr.
<b>Address 2:</b>	Dripping Springs TX, 78620
<b>Management Company:</b>	SJ Louis
<b>Property Manager:</b>	Dominic
<b>Contact E-Mail:</b>	Dominich@sjlouis.com
<b>Contact Phone:</b>	(210) 422-1931

### Controller Information

Controller Type

### Location of Backflow

WLE

**WLE Office**

10122 Bradshaw Austin, TX 78747

O: 888-389-LAND | F: 512-405-0340

**WLE Account Manager:** Mike Clark

[illegible]

## NOTES

MATERIALS TOTAL	7,900.00
LABOR TOTAL	8,170.00
SUBTOTAL	16,070.00
TAX	1,325.78
<b>TOTAL</b>	<b>17,395.78</b>

Thank you for the opportunity to serve the needs of your property.  
Please sign this estimate or reply to our email with "approved" and we will commence work  
~ Your WLE Team

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

## **ITEM E**



**UTILITY CONVEYANCE AGREEMENT BETWEEN  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
AND  
TABLOID CONJECTURE, LLC  
(Bee Cave Professional Park)**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **TABLOID CONJECTURE, LLC**, a Texas limited liability company whose address is 13625 Ronald Reagan Boulevard, Cedar Park, Texas 78613 (herein the “**Seller**”).

**RECITALS**

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water and wastewater facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738.

**AGREEMENT**

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

1. **Definitions.**

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

**A June 29, 2018 Agreement between Tabloid Conjecture, LLC and Huffman Builders of Central Texas for 14001 Bee Cave Parkway, Building B.**

- (b) Facilities: All internal water and wastewater facilities constructed to serve Bee Cave Professional Park, located at 14001 Bee Cave Parkway, Building B, Bee Cave, Texas 78738, located in Travis County, Texas, and described as Mountain Laurel Block B, Lot 3B, recorded in Replat of Lot 3 Block B Mountain Laurel Subdivision, a subdivision in Travis County, Texas and recorded as Document No. 201600086 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) Rights-of-Way, Easements, etc. Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions

contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

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

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

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

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

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

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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

ATTEST:

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

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

(Seal)

\_\_\_\_\_  
Notary Public Signature

**SELLER**

**TABLOID CONJECTURE, LLC**

By: \_\_\_\_\_  
James R. Cocke, Jr.  
Managing Partner

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James R. Cocke, Jr., Managing Partner of Tabloid Conjecture, LLC, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas  
  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## EXHIBIT A – The Facilities

PROJECT NAME: Bee Cave Professional Park WTCPUA Public Improvements for Lot 3B, Mountain Laurel Subdivision  
 Engineer's Opinion of Probable Costs - January 29, 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	AVERAGE UNIT PRICE	TOTAL CONTRACT
------	-------------	----------	------	--------------------	----------------

### A. WATER IMPROVEMENTS

A.1	Furnish and Install 12" connection to existing system at west end of Prep School Lot 3a	1	EA	\$ 2,000	\$ 2,000
A.2	Furnish and Install 12-inch Ductile Iron water line including pipe, fittings, restraints and all other appurtenances (all depths)	82	LF	\$ 110	\$ 9,020
A.3	Furnish and Install 12" Plug	1	EA	\$ 500	\$ 500
A.4	Furnish and Install 12" Gate Valve	2	EA	\$ 2,000	\$ 4,000
A.5	Furnish and Install 6" Gate Valve	1	EA	\$ 1,500	\$ 1,500
A.6	Furnish and Install 2" Domestic Meter and Meter Box	1	EA	\$ 2,000	\$ 2,000
A.7	Furnish and Install 1" Irrigation Meter and Meter Box	1	EA	\$ 1,000	\$ 1,000
A.8	Furnish and Install Standard Fire Hydrant Assembly, including Tee, 6" pipe, fittings, restraints, valves, hydrant, and all required appurtenances	1	EA	\$ 3,500	\$ 3,500
A.9	Trench Safety Systems for water line	82	LF	\$ 1	\$ 82
A.10	Pressure Pipe Hydrostatic Testing	1	LS	\$ 1,000	\$ 1,000
SUBTOTAL WATER IMPROVEMENTS					\$ 24,602

A. WATER IMPROVEMENTS

\$ 24,602

Total \$ 24,602





## AFFIDAVIT AS TO NO LIENS

STATE OF TEXAS   §  
COUNTIES OF TRAVIS AND HAYS                         §

BEFORE ME, the undersigned authority, on this day personally appeared James R. Cocke, Jr., who, being by me first duly sworn, upon oath says:

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

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

**SELLER**

**TABLOID CONJECTURE, LLC**

By: \_\_\_\_\_  
James R. Cocke, Jr.  
Managing Partner

STATE OF TEXAS                 §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by James R. Cocke, Jr., Managing Partner of Tabloid Conjecture, LLC, on behalf of said company.

Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



UTILITY CONVEYANCE AGREEMENT BETWEEN  
**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
**AND**  
**CREEKS EDGE, LTD**

This Agreement is made and entered into as of the \_\_\_\_ day of June, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **CREEKS EDGE, LTD**, whose address is 16010 Fontaine Avenue, Austin, Texas 78734 (herein the “**Seller**”).

**RECITALS**

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, the Creeks Edge subdivision off Caudill Lane, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water and wastewater facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to the Creeks Edge subdivision off Caudill Lane.

**AGREEMENT**

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

1. **Definitions.**

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

**Construction Contract between Destiny Hills Develop Inv. And Ross Construction, Inc. for the Creeks Edge Project, dated December 8, 2017.**

- (b) Facilities: All internal water and wastewater facilities constructed to serve the Creeks Edge, a subdivision located in Travis County, Texas, and recorded as Document No. 201800020, of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit “A”**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

ATTEST:

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

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

(Seal)

\_\_\_\_\_  
Notary Public Signature



**SELLER**

**CREEKS EDGE, LTD**

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

Roger Aufieri  
Managing Partner

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

STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Roger Aufieri, Managing Partner of Creeks Edge, Ltd, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires:

**EXHIBIT A – The Facilities**

**CREEKS EDGE**

**'EXHIBIT A'**

**PUBLIC WATER IMPROVEMENTS MATERIALS LIST**

QUANTITY	UNITS	ITEM
2,382	L.F.	8" AWWA C-900 PVC DR-14
174	L.F.	6" CLASS 350 DUCTILE IRON PIPE
4	EA.	8" GATE VALVE
6	EA.	6" GATE VALVE
6	EA.	5-1/4" FIRE HYDRANT
14	EA.	DOUBLE WATER SERVICE
2	EA.	SINGLE WATER SERVICE

**AFFIDAVIT AS TO NO LIENS**

[illegible]

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

"I am the Managing Partner of Creeks Edge, Ltd, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water and wastewater facilities and improvements constructed to serve property located within the Agency's service area.

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

**SELLER**

**CREEKS EDGE, LTD**

By: \_\_\_\_\_  
 Roger Aufieri  
 Managing Partner

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

[illegible]

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by Roger Aufieri, Managing Partner of Creeks Edge, Ltd, on behalf of said entity.

Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



UTILITY CONVEYANCE AGREEMENT BETWEEN  
**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
**AND**  
**CODE RANCH, LLC**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **CODE RANCH, LLC**, a Texas limited liability company, whose address is 12121 Fitzhugh Road, Austin, Travis County, Texas 78736 (herein the “**Seller**”).

**RECITALS**

1. The Agency furnishes water service to the land within its service area, and particularly, to Code Ranch. Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to Code Ranch.

**AGREEMENT**

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

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows: Standard Form of Agreement Between Owner and Contractor dated February 12, 2018, executed by and between Code Ranch, LLC, as the Owner, and Bailey Elliott Construction, Inc., as the Contractor.

- (b) **Facilities:** All internal water facilities constructed to serve Code Ranch, located at 12013 Fitzhugh Road in Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

ATTEST:

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

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

\_\_\_\_\_  
Notary Public Signature

(Seal)

**SELLER**

**CODE RANCH, LLC**

By: \_\_\_\_\_  
Robert E. McCarthy, Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Robert E. McCarthy, Manager of Code Ranch, LLC, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A – The Facilities**

**Job:**      *Code Ranch*  
*12013 Fitzhugh Road, Austin, TX 78736*

**Re:**        *Final Cost and Quantities*

**Water Improvements In Easement**

<b><u>Item</u></b>	<b><u>Qty</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>
1	1	6" x 6" Wet tap	EA
2	2	6" MJ gate valves	EA
3	1	8" x 6" MJ reducer	EA
4	55	16" Road bore	LF
5	535	8" Ductile iron	LF
6	10	6" Ductile iron	LF
7	2	1" Meter loops (Dom)	EA
8	2	5/8" Meter loops (Dom)	EA
9	1	8" x 6" MJ tee	EA
10	1	Fire hydrant	EA
11	1	8" MJ tee	EA
12	1	8" MJ gate valve	EA
13	1	8" x 2" Reducer	EA
14	1	3/4" Fire meter	EA

**Total Water Improvements In Easement**

## AFFIDAVIT AS TO NO LIENS

20

2

2

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

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

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

**SELLER****CODE RANCH, LLC**

By: \_\_\_\_\_  
Robert E. McCarthy, Manager

2

22

22

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Robert E. McCarthy, Manager of Code Ranch, LLC, on behalf of said company.

Notary Public, State of Texas

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

My Commission expires:



**UTILITY CONVEYANCE AGREEMENT BETWEEN  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
AND  
HCH LAND PARTNERS, LTD  
(Spillman Ranch, Phase 1, Section 10)**

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the “**Agency**”), and **HCH LAND PARTNERS, LTD**, a Texas limited partnership, whose address is 9000 Tesoro Drive, Suite 300, San Antonio, Texas 78217 (herein the “**Seller**”).

**RECITALS**

1. The Agency furnishes water and wastewater service to the land within its service area, and particularly, Spillman Ranch, Phase 1, Section 10, Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water and wastewater facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water and wastewater service to Spillman Ranch, Phase 1, Section 10.

**AGREEMENT**

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

1. **Definitions.**

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

**Contract between Prominence Falconhead, LP and JKB Construction Company, LLC for Spillman Ranch Phase 1 Section 1 Water & Wastewater Improvements, dated October 17, 2017.**

(b) Facilities: All internal water and wastewater facilities constructed to serve Spillman Ranch, Phase 1, Section 10, located in Travis County, Texas, and recorded in Document No. 201600250 of the Official Public Records of Travis County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

ATTEST:

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

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

(Seal)

\_\_\_\_\_  
Notary Public Signature

**SELLER**

**HCH LAND PARTNERS, LTD.**

By: \_\_\_\_\_  
H. Drake Leddy, Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by H. Drake Leddy of HCH Land Partners, Ltd, on behalf of said partnership.

\_\_\_\_\_  
Notary Public, State of Texas

Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **EXHIBIT A – The Facilities**

## AFFIDAVIT AS TO NO LIENS

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ss

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

"I am the Manager of HCH LAND PARTNERS, LTD, a Texas limited partnership, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water and wastewater facilities and improvements constructed to serve property located within the Agency's service area.

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

**SELLER**

**HCH LAND PARTNERS, LTD.**

By: \_\_\_\_\_  
H. Drake Leddy, Manager

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This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by H. Drake Leddy of HCH Land Partners, Ltd, on behalf of said partnership.

Notary Public, State of Texas

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

My Commission expires: \_\_\_\_\_

$$\vdots$$





UTILITY FACILITIES CONVEYANCE AGREEMENT  
BETWEEN WEST TRAVIS COUNTY PUBLIC  
UTILITY AGENCY AND  
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6

This Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas 78738 (herein the "Agency"), and TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6, an emergency services district operating pursuant to Chapter 775, Texas Health and Safety Code, whose address is 15304 Pheasant Lane, Austin, Texas 78734 (herein the "Seller").

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, to Seller's 3.0 acres of land described as Lot 1, Block A, Travis County Emergency Services District No. 6 subdivision, a subdivision in Travis County, Texas according to the map or plat thereof recorded at Document No. 201800089, Official Public Records of Travis County, Texas (the "Property") on which Seller is currently constructing Station 606 and related emergency services facilities within the Agency's service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such Facilities (as that term is defined below) so that the Agency can provide retail water service to the Property.

AGREEMENT

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

1. Definitions.

(a) Construction Contracts: Contracts pursuant to which the Facilities were

installed by the contractor as follows:

*Travis County ESD 6 Fire Station 606 Project Manual Dated 9/26/18*

- (b) Facilities: The Facilities, constructed pursuant to the Construction Contracts, are more particularly described on Exhibit "A", and located on the Property where indicated on Exhibit "B", each of which Exhibits is attached hereto and incorporated herein for all purposes.

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

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

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

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

(b) Rights-of-Way; Easements. Seller represents and warrants that the Facilities are located within the following described easements granted to the Agency:

Permanent Waterline Easement executed by Seller and recorded in Document No. 2018134100, Official Public Records of Travis County, Texas (the "**First Easement**"), and that Permanent Waterline Easement executed by Seller on for conveyance of an easement on additional 85 square feet contiguous to the First Easement, being recorded concurrently with this Agreement in Document No.

\_\_\_\_\_ (together referred to as the "**Easements**").

(c) To the best of Seller's knowledge, said Easements are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection with the Facilities are hereby transferred to Agency whether or not expressly described herein. Notwithstanding the foregoing, a portion of the Easement overlaps a 5' public utility easement dedicated pursuant to the plat of the Property referred above. Use of such public utility easement is not exclusive to the Agency.

(d) Possession. Seller is in possession of the Facilities and Seller is not aware of any objection to the location or use of the Facilities or adverse claims of title to the Property or the Easements on which the Facilities are situated that are presently being asserted by any person or persons.

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

(f) Known Defects. To the best of Seller's knowledge, the Facilities and the Easements conveyed by Seller are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or the Easements.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Commissioners of the Travis County Emergency Services District No. 6, Seller.

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

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Seller or its contractors have provided Agency with 3 complete sets of "record or as-built" drawings, autocad

plans, GPS files noting the location of meter boxes, meters, and valves, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. To the best of Seller's knowledge, the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

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

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

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

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

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

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

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

*{Signature pages to follow}*

**WEST TRAVIS COUNTY PUBLIC  
UTILITY AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

**ATTEST:**

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

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

(Seal  
)

\_\_\_\_\_  
Notary Public Signature

SELLER

TRAVIS COUNTY EMERGENCY SERVICES  
DISTRICT No. 6, an emergency services district  
operating pursuant to Chapter 775, Texas Health  
and Safety Code

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

Name: Paula S.

Barr

Title: President of the

Board Date: \_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Paula S. Barr, President of the Board of Directors of Travis County Emergency Services District No. 6, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires:

**EXHIBIT A**- The Facilities

Description	Quantity	Unit
8" CL 350 Ductile Iron Pipe	651	LF
6" CL 350 Ductile Iron Pipe	109	LF
8" Gate Valve	3	EA
6" Gate Valve	3	EA
Fire Hydrant Assembly	2	EA
2" Service Tap	1	EA
1.5" Water Meter	1	EA
12" x 8" Tapping Sleeve	1	EA
Automatic Flushing Valve	1	EA



[illegible]

"I am the President of the Board of Travis County Emergency Services District No. 6, an emergency services district operating pursuant to Chapter 775, Texas Health and Safety Codes, which is this day conveying to WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY all of said partnership's right, title, and interest in and to certain water facilities and improvements constructed to serve property located within the Agency's service area.

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

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

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF           §

      This instrument was acknowledged before me on the\_\_\_\_day of \_\_\_\_\_,  
2019, by Paula S. Barr of President of the Board of Directors of Travis County Emergency  
Services District No. 6, on behalf of said district.

\_\_\_\_\_  
Notary Public, State of

Texas Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **ITEM F**

Developer Reimbursement Request Summary  
6/20/2019

Developer: CCNG Development Co., LP/Synchro Realty, LLC

For: Section A, Section VB & Preserve Villas

Amount: \$ 238,912.41 30% remaining reimbursement + accrued interest

	Reimbursable Costs	70% Reimbursement			30% Reimbursement		
		70%	Interest Paid on 70%	Total Paid by LCRA	30%	Accrued Interest at 3.06% (2 years)	Total Due
Section A	\$ 363,982.41	\$254,787.69	\$ 8,783.64	\$ 263,571.33	\$ 109,194.72	\$ 6,682.72	\$ 115,877.44
Section VB	\$ 144,466.04	\$101,126.23	\$ 13,666.03	\$ 114,792.26	\$ 43,339.81	\$ 2,652.40	\$ 45,992.21
Preserve Villas	\$ 242,773.66	\$170,174.00	\$ 14,722.00	\$ 184,896.00	\$ 72,599.66	\$ 4,443.10	\$ 77,042.76
Total	<u>\$ 751,222.11</u>	<u>\$526,087.92</u>	<u>\$ 37,171.67</u>	<u>\$ 563,259.59</u>	<u>\$ 225,134.20</u>	<u>\$ 13,778.21</u>	<u>\$ 238,912.41</u>

Procedures: Obtained audit backup documentation for Section A, Section VB and Preserve Villas (received directly from LCRA during purchase).  
Reviewed the UFAA and the requirements for reimbursement listed therein.  
Reviewed cost detail spreadsheets and agreed total reimbursable costs to documentation for the original 70% reimbursement.  
Reviewed cost detail for unusual items, allowable costs and allowable cost percentages based upon TCEQ rules and UFAA terms.  
Recalculated all formulas including calculation of remaining 30% cost.  
Recalculated accrued interest on the remaining 30% and determined that the amount requested and rate used for calculation is reasonable and in accordance with the UFAA (limited to two years).  
Reviewed the arguments presented by CCNG in the demand letter against the UFAA and determined that all positions are reasonable and meet the reimbursement requirements set forth in the UFAA.  
Reviewed documentation for prior payments made by LCRA and recalculated all amounts due for the remaining 30% reimbursement.

WTCPUA Conclusion: The amount requested by CCNG in the demand letter dated April 2, 2019 (\$238,912.41) is reasonable and accurate and all terms set forth in the UFAA have been met, therefore qualifying this 30% remaining reimbursement as due and payable to CCNG/Synchro Realty.

CCNG DEVELOPMENT COMPANY, L.P.

13453 HIGHWAY 71 WEST  
BEE CAVE, TEXAS 78738

April 2, 2019

***Hand Delivered, Regular Mail and  
Certified Mail Return Receipt Requested***

Robert Pugh  
General Manager  
West Travis County Public Utility Agency  
13215 Bee Cave Parkway, Bldg. B, Suite 110  
Bee Cave, Texas 78738

Received  
APR 15/2019  
JLS

Re: Utility Facilities Acquisition Agreement between the  
West Travis County Public Utility Agency and CCNG Development Company, L.P. dated  
November 19, 1999, as amended (the "UFAA"), and assigned June 15, 2017  
Default Notice and Demand for Payment of \$238,912.41 in Reimbursable Costs for  
Spanish Oaks Sections A, VB and Preserve Villas

Gentlemen:

As you know, CCNG Development Company, L.P. ("CCNG") and the West Travis County Public Utility Agency ("WTCPUA") are parties to the referenced UFAA, originally between CCNG and the Lower Colorado River Authority ("LCRA") and fully assigned to the WTCPUA, on June 15, 2017. Pursuant to the UFAA, CCNG agreed to build at its own expense the required Internal Facilities to be located within the CCNG Tract, and then subsequently convey those Internal Facilities to the WTCPUA upon completion of the construction. The WTCPUA agreed to acquire and reimburse CCNG for the actual costs incurred by CCNG for the construction of the Internal Facilities in two (2) separate closings as follows: i) seventy percent (70%) of CCNG's costs would be reimbursed upon the conveyance of the facilities to the WTCPUA, and ii) the remaining thirty percent (30%) would be paid to CCNG when certain criteria are satisfied pursuant to Article 10.02 of the UFAA. The rights to collect these Reimbursable Costs are now owned by 11505 Development Company, Synchro Realty, L.L.C. ("Synchro") and SO Master Builder II, L.P., affiliates of CCNG (collectively hereinafter referred to as the "CCNG Parties"). CCNG is acting as the authorized agent for the CCNG Parties in pursuing collection of these Reimbursable Costs owed.

This letter gives formal, written notice that a Default has occurred under the UFAA. Further, this represents the CCNG Parties Demand for the thirty percent (30%) portion of the Reimbursable Costs for the Internal Facilities constructed by the CCNG Parties relative to Spanish Oaks Sections A, VB and the Preserve Villas, as outlined in Section 10.02 of the UFAA. The total amount currently owed to the CCNG Parties for the thirty percent (30%) portion of the Reimbursable Costs corresponding to Spanish Oaks Sections A, VB and the Preserve Villas of the CCNG Tract is \$238,912.41. The CCNG Parties hereby demand payment in full for these Reimbursable Costs, as required pursuant to the UFAA.

Pursuant to the UFAA, the CCNG Parties constructed the Internal Facilities for Spanish Oaks Sections A, VB and the Preserve Villas, and the LCRA accepted the conveyance of these Internal Facilities and paid the seventy percent (70%) portion of the Reimbursable Costs.

The closing date, the amount representing 100% of the Reimbursable Costs, 70% of the Reimbursable Costs already paid, and the amount representing the thirty (30%) portion of the Reimbursable Costs to be paid, plus interest, are set forth below.

RECEIVED APR - 5 2019

Spanish Oaks Section	100% - Total Reimbursement	Date 70% Paid	70% Reimbursement Paid	30% Reimbursement to be Paid	Accrued Interest Due on 30% Reimbursement	Total Due	
Section A (11505)	\$394,671.44	3/3/2006	\$264,114.99	\$109,194.72	\$6,682.72	\$115,877.44	Exhibit B
Section VB (SOMB II)	\$160,784.21	5/27/2009	\$114,792.00	\$43,339.81	\$2,652.40	\$45,992.21	Exhibit C
Preserve Villas (Synchro)	\$268,154.90	7/17/2009	\$191,112.14	\$72,599.66	\$4,443.10	\$77,042.76	Exhibit D
Total						\$238,912.41	

The remaining thirty percent (30%) Reimbursable Costs were calculated from the audit report backups provided to CCNG by the Lower Colorado River Authority ("LCRA"), on February 14, 2012. The total amounts are derived from calculating thirty percent (30%) of the Eligible Costs and two (2) years of interest. Copies of the audit report backup are attached hereto as Exhibits B, C and D.

Pursuant to Section 10.02 (b) of the UFAA, the conditions required to cause the thirty percent (30%) portion of the Reimbursable Costs to be due have occurred. Section 10.02 (b) of the UFAA reads as follows:

"LCRA will reimburse CCNG for the remaining thirty percent (30%) of CCNG's Reimbursable Costs related to the same phase of the Internal Facilities within thirty (30) days, following an annual review of final tax appraisal values when both the following have occurred:

- (i) the CCNG Tract has an appraised value of land and improvements thereon equal to at least ten times the amount of capital expenditures made by LCRA for the design, engineering, permitting, construction and/or acquisition of those portions on a pro rata basis of the Regional Facilities and the Internal Facilities necessary to serve the CCNG Tract (this appraised value to capital expenditures ratio is intended to correlate to the ten-to-one assessed value to debt ratio contemplated by the Texas Administrative Code, title 30, section 293.47(a)(1)); and,
- (ii) eighty percent (80%) of all living unit equivalents ("LUEs") projected to be served by any previously constructed phases of the Treated Water Distribution System and the Wastewater Collection Facilities, purchased from CCNG by the LCRA, have connected to the System and are receiving retail water and wastewater service from the LCRA."

Both of these criteria have been satisfied as follows:

#### Appraised Value

- The total appraised value within Municipal Utility Districts No. 6 and No. 8 alone is \$791.3 million, as evidenced by the TCAD certified tax statements for 2018, which are included in Exhibit A attached hereto.
- According to the LCRA audit report, the total dollars spent on the Internal Facilities is \$12.7 million.
- Despite multiple prior requests, we have not received from the LCRA or the WTCPUA the proposed allocation related to the total dollars spent on the Regional Facilities. Unless the WTCPUA can demonstrate that CCNG's pro rata share of the Regional Facilities exceeds \$79.1 million (based upon the 2018 certified values), the data outlined herein satisfies the conditions necessary for the remaining thirty percent (30%) to be due and payable under the UFAA.

**Connectivity**

The connectivity percentages by lot of Spanish Oaks Sections A, VB and Preserve Villas, which are receiving retail water and wastewater service from the LCRA/WTCPUA are summarized below:

<b>Section</b>	<b>Total Lots</b>	<b>Connected Lots</b>	<b>% Connected</b>
Section A	28	23	82.1%
Section VB	7	6	85.7%
Preserve Villas	16	13	81.3%

The CCNG Parties are hereby providing written notice to the WTCPUA that a "Default" has occurred under the UFAA for: i) failing to notify CCNG Parties that the criteria from "an annual review of final tax appraisal values" has triggered the obligation to pay the CCNG Parties the thirty percent (30%) portion of the Reimbursable Costs and ii) failing to pay the CCNG Parties the remaining thirty percent (30%) portion of the Reimbursable Costs plus interest within thirty (30) days following the date the criteria for triggering the obligation to pay the CCNG Parties had occurred as required pursuant to Article X of the UFAA.

In addition, this letter represents the CCNG Parties "Demand" for the WTCPUA to pay the CCNG Parties the thirty percent (30%) portion of the Reimbursable Costs equal to \$238,912.41, as required pursuant to Article X of the UFAA.

We look forward to receiving your payment for the amounts due for the thirty percent (30%) portion of the Reimbursable Costs as outlined herein.

Respectfully,

**CCNG Development Company, L.P.**  
CCNG Realty, Inc.  
General Partner



Daniel B. Porter  
Chairman and CEO

**Synchro Realty, L.L.C.**



Daniel B. Porter  
Manager

**11505 Development Company**



Daniel B. Porter  
President

**SO Master Builder II, L.P.**

SOMB II, L.L.C.

General Partner



Daniel B. Porter  
Manager

c: Ray Welch (CCNG)  
Jack Creveling (CCNG)





Developer Reimbursement Payment Summary  
5/31/2019

Developer: HM Highpointe Development, Inc.

For: Highpointe Phase 5, Section 3

Amount Due: \$ 257,231.24

WTCPUA Procedures: Reviewed the Water Utility Facilities Acquisition Agreement for requirements for reimbursement listed therein.  
Reviewed the agreed-upon procedures report from external audit firm which substantiates reimbursable costs.  
Recalculated the reimbursable cost per LUE.  
Confirmed connection counts and impact fees received by the WTCPUA.  
Confirmed prior developer reimbursement payments.  
Calculated amount currently due-including interest calculated through 5/31/19 since all connections are complete.

	Total Reimbursable Costs	Total LUEs	Cost per LUE	Total Connections through 03/31/2019	Connections Previously Reimbursed	Unreimbursed Connections	Total Amount Due
Principal	\$ 380,026.00	53	\$ 7,170.30	53	21	32	\$ 229,449.66
Interest	\$ 27,781.58	53	\$ 524.18	53	0	53	\$ 27,781.58
	\$ 407,807.58		\$ 7,694.48		\$ 150,576.34		\$ 257,231.24

## **ITEM G**

**WEST TRAVIS COUNTY  
PUBLIC UTILITY AGENCY**

**Agreed Upon Procedures Report  
of Reimbursable Costs for  
Highpointe Phase 1, Section 3A**

MAXWELL  
& LOCKE  
RITTER



MAXWELL LOCKE & RITTER LLP

*Accountants and Consultants*  
*An Affiliate of CPAmerica International*  
tel (512) 370 3200 fax (512) 370 3250  
[www.mllpc.com](http://www.mllpc.com)

Austin: 401 Congress Avenue, Suite 1100  
Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300  
Round Rock, TX 78664

## **INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES**

To the Board of Directors of  
West Travis County Public Utility Agency

Dear Board Members:

We have performed the procedures enumerated below, which were agreed to by you, solely to assist you with respect to reimbursable costs associated with the internal water facilities installed within Highpointe Phase 1, Section 3A, as set forth in the accompanying Schedule A. The West Travis County Public Utility Agency's ("PUA") management is responsible for the PUA's accounting records. The sufficiency of these procedures is solely the responsibility of the Board of Directors and management of the PUA, the specified users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures we performed are as follows:

1. Information for the costs used to construct internal water facilities within Highpointe Phase 1, Section 3A to be reimbursed to the developer was obtained from inspection of reimbursable costs and related supporting documentation.
2. Information for the eligibility of costs to be reimbursed to the developer was evaluated against the Utility Facilities Acquisition Agreement entered into between the Lower Colorado River Authority and the developer and was corroborated with the Texas Commission on Environmental Quality rules governing developer reimbursement.

Affiliated Company  
ML&R WEALTH MANAGEMENT LLC

*"A Registered Investment Advisor"*  
*This firm is not a CPA firm*

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the accounting records. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. This report relates only to the accompanying Schedule A and does not extend to any financial statements of the PUA taken as a whole.

This report is intended solely for the information and use of the specified users listed above and is not intended to be and should not be used by anyone other than those specified parties.

*Maxwell Locke & Ritter LLP*

Austin, Texas  
June 20, 2019

**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
**CALCULATION OF REIMBURSABLE COSTS TO BE PAID TO**  
**HM HIGHPOINTE DEVELOPMENT, INC. IN ACCORDANCE WITH THE**  
**UTILITY FACILITIES ACQUISITION AGREEMENT**  
**DATED FEBRUARY 11, 2003, AS AMENDED AND ASSIGNED**

DESCRIPTION	REIMBURSABLE COSTS	ALLOWABLE INTEREST (1)
<b>Developer Contribution Items:</b>		
Cash Construction Co.		
Highpointe Phase 1, Section 3A		
Erosion Control, Lift Station & Street Excavation, and Water Improvements	\$ 562,783	
Less Ineligible Portion of Costs	(171,320) (2)	
Less Developer Share	(117,439) (3)	
Interest accrued at 3.9403184%		\$ 4,864
Carlson, Brigrance & Doering, Inc.		
Engineering Utility and Design	89,438	
Less Ineligible Portion of Costs	(66,926) (2)	
Less Developer Share	(6,754) (3)	
Interest accrued at 3.9403184%		807
S. Kanetzky Engineering, LLC		
Engineering Utility and Design	1,050	
Less Ineligible Portion of Costs	(786) (2)	
Less Developer Share	(79) (3)	
Interest accrued at 3.9403184%		4
Various		
SWPPP Inspections	1,025	
Less Ineligible Portion of Costs	(767) (2)	
Less Developer Share	(77) (3)	
Interest accrued at 3.9403184%		6
Various		
Plat/Plan Fees	76,896	
Less Ineligible Portion of Costs	(57,541) (2)	
Less Developer Share	(5,807) (3)	
Interest accrued at 3.9403184%		754
MLA Geotechnical		
Soil Testing	13,778	
Less Ineligible Portion of Costs	(10,310) (2)	
Less Developer Share	(1,040) (3)	
Interest accrued at 3.9403184%		75
Reimbursable Costs Due to HM HIGHPOINTE DEVELOPMENT, INC.	<u>\$ 306,124</u>	
Allowable interest through June 20, 2019		<u>\$ 6,510</u>
Number of LUEs in Highpointe Phase 1, Section 3A		<u>73</u>
Total Reimbursable Costs per LUE	<u>\$ 4,193</u>	

(1) Interest is calculated through the first annual reimbursement date of June 20, 2019. However, in accordance with the Utility Facilities Acquisition Agreement, allowable developer interest shall not be included in the annual reimbursement amount until all developer interest for the system being reimbursed has been earned (100% connected). Interest amount is limited to a maximum of 2 years in accordance with TAC 30, Rule 293.5(a) and calculated using the interest rate from the \$15,595,000 West Travis County Public Utility Agency Revenue Bonds, Series 2019.

(2) In accordance with the Utility Facilities Acquisition Agreement, certain costs are considered ineligible for reimbursement.

(3) In accordance with the Utility Facilities Acquisition Agreement, the developer is responsible for 30% of all eligible reimbursable costs.

## ITEM H



**AGREEMENT FOR THE CONSTRUCTION OF A WATERLINE EXTENSION  
ALONG BEE CAVE PARKWAY  
(BEE CAVE PROFESSIONAL PARK)**

This Agreement For The Construction of Waterline Extension Along Bee Cave Parkway (the “Agreement ”) is entered into by and between the West Travis County Public Utility Agency (the “WTCPUA”) a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, and Tabloid Conjecture, LLC (the “Developer”).

WHEREAS, Developer is developing a medical office building (the “Proposed Development”) pursuant to an Agreement for the Provision of Nonstandard Retail Water and Wastewater Service dated December 5, 2017 (the “NSSA”);

WHEREAS, Developer has constructed facilities necessary to provide water and wastewater service to the Proposed Development;

WHEREAS, Developer has not completed a 12” waterline extension along Bee Cave Parkway detailed in the site plan for the Proposed Development and detailed in **Exhibit A** (the “Project”);

WHEREAS, Developer desires to commence water and wastewater service to the Proposed Project prior to construction of the Project;

WHEREAS, the WTCPUA will agree to provide water and wastewater service to the Proposed Project provided that the following conditions are met: (1) the Developer provides a performance bond in the full estimated amount of the Project, such estimate which is provided as **Exhibit B**; and (2) all other conditions to service included in the NSSA have been satisfied;

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

1. **Developer to Construct the Project.** Developer will construct the Project within a six-month period from the date of this Agreement. Developer will provide a one-year performance bond, commencing on the effective date of this Agreement, to the benefit of the WTCPUA for the full estimated cost of the Project, as provided in **Exhibit B**. All requirements relating to construction, inspection, and conveyance of facilities in the NSSA apply to the Project and must be satisfied by Developer.
2. **WTCPUA to Provide Service.** The WTCPUA agrees to commence water and wastewater service to the Proposed Project following execution of this Agreement and receipt of the performance bond, detailed above, provided that all conditions



of the NSSA required to commence water and wastewater service have been satisfied by the Developer.

3. **Effect on NSSA.** This Agreement does not amend any term, provision, or condition contained in the NSSA, all of which remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement which is effective as of the date of the last signature to this Agreement.

*[Signature pages to follow]*

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
Board of Directors

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

ATTEST:

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

**DEVELOPER:**  
**TABLOID CONJECTURE, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
James R. Cocke  
Managing Partner

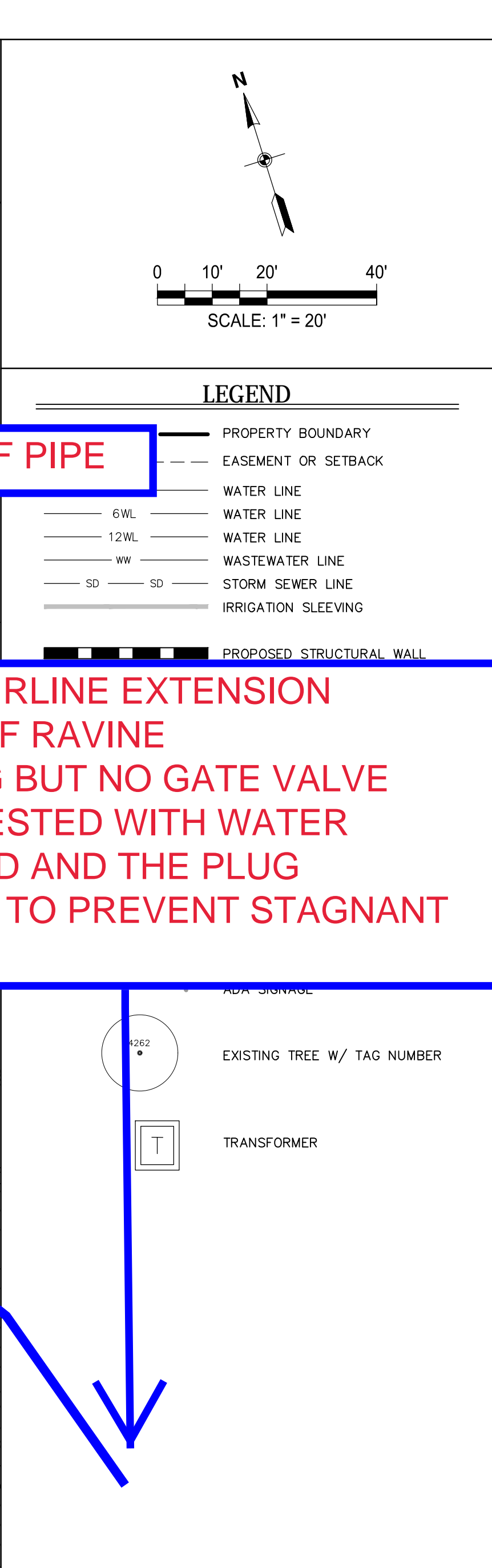
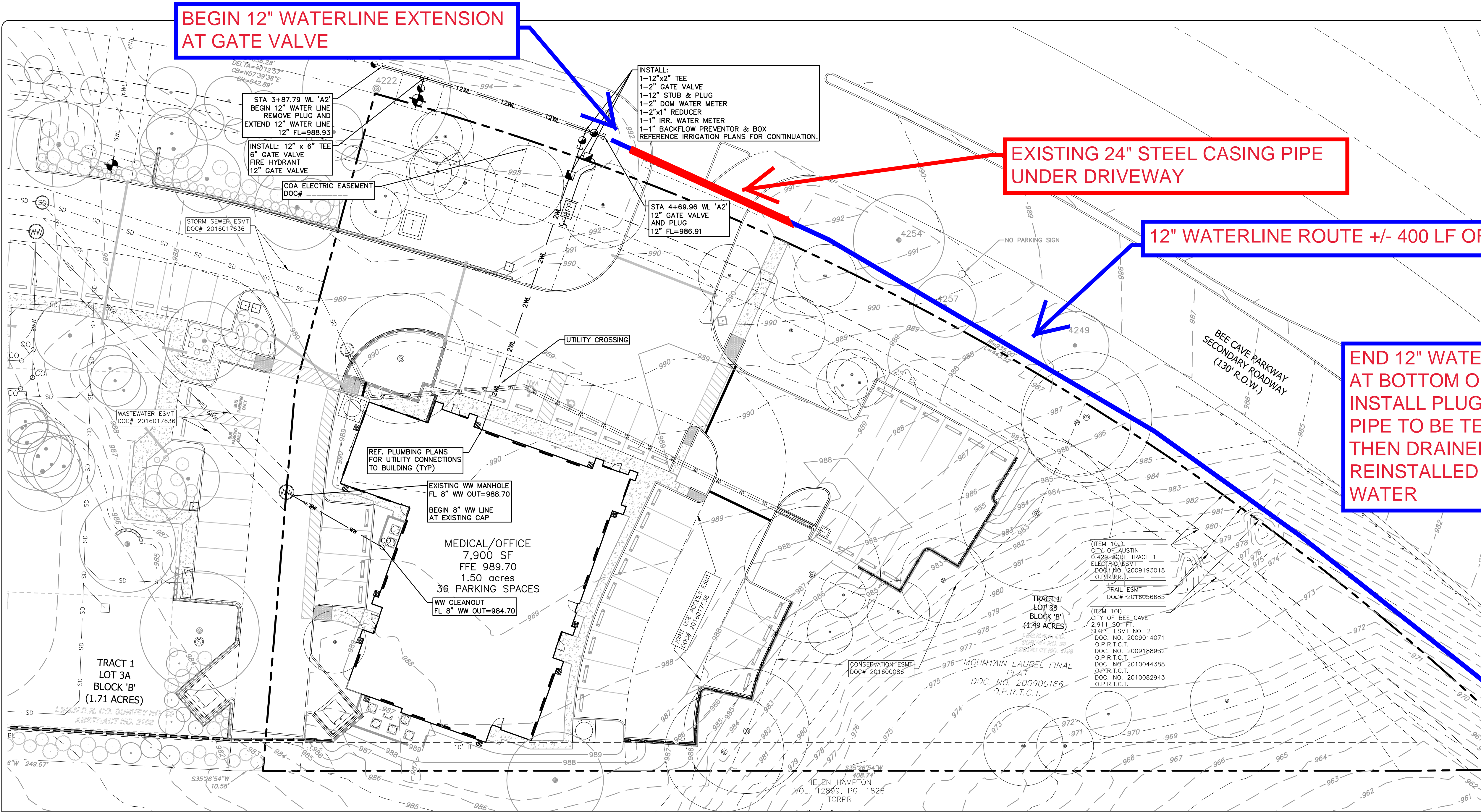
Date: \_\_\_\_\_

**EXHIBIT A**

DRAFT

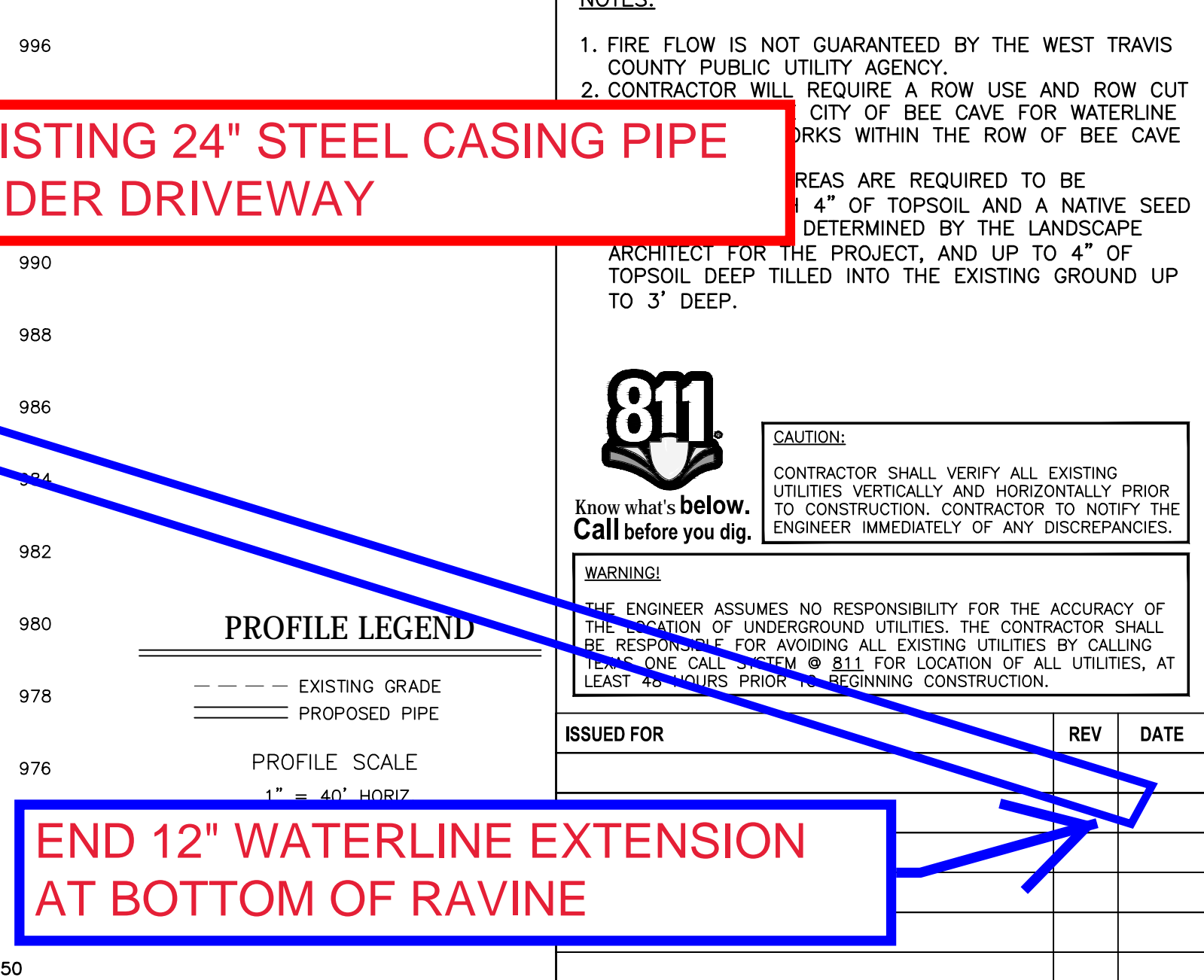
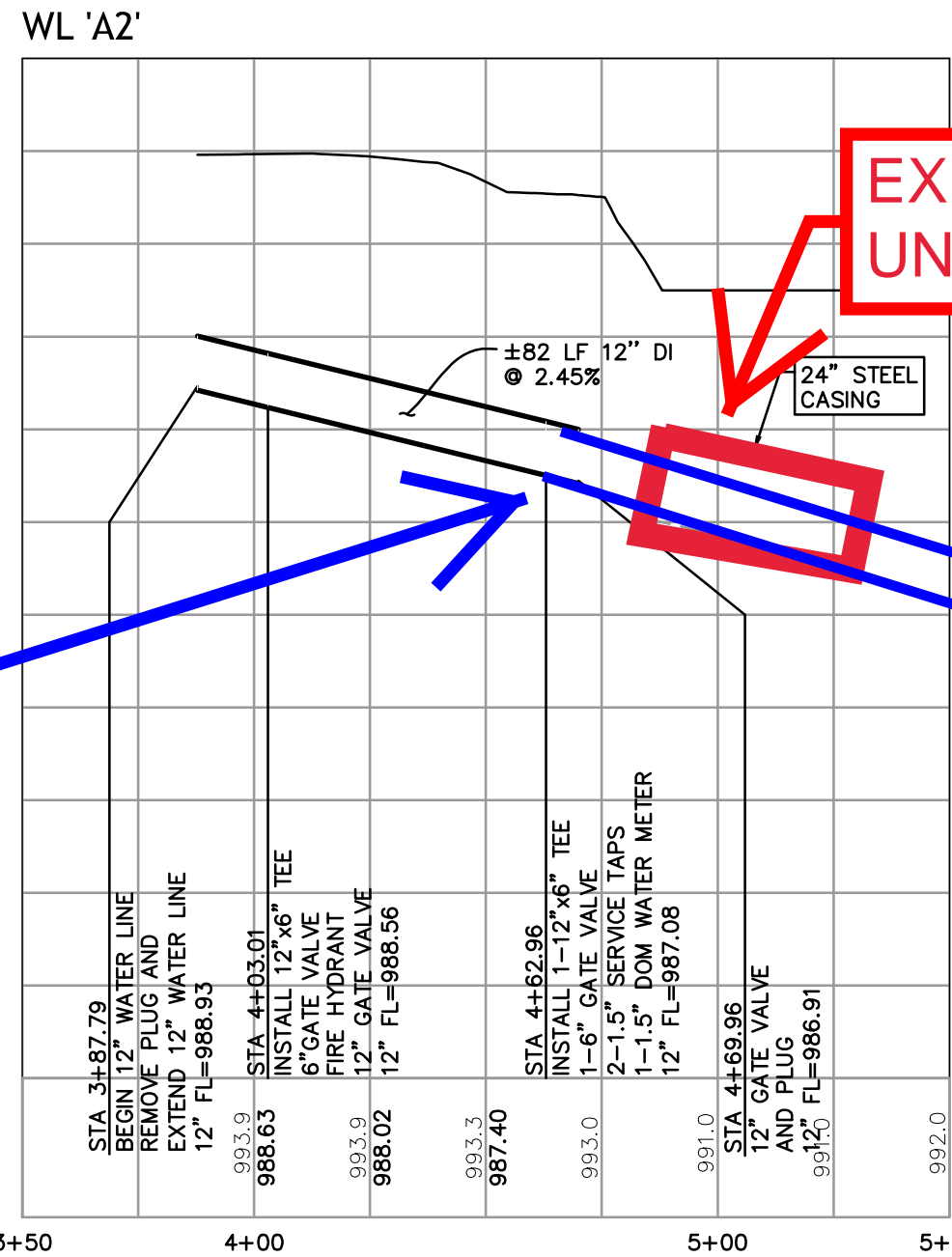


Drawings: P:\2018023, Bee Cave, Min Laurel Lot, 38'x700' CAD\Y02 Civil\Y02.5 Sheets\W06M6800-UT01  
Last Saved: 6/27/2018 03:34 AM  
Plot Date/Time: 7/25/2018 11:59 AM



Grate Inlets In Sump Calculation Summary 100 year

Basin	Area (ac.)	Q100 cfs	Inlet Area sf	Clogging Factor 50%	Effective Area (sf)	Head Allowable (ft)	Q capacity cfs	Remarks
Drainage Area to 30\" grate inlet	0.40	4.40	6.25	0.50	3.125	0.20	6.72	100% is captured



BEGIN 12" WATERLINE EXTENSION AT GATE VALVE

EXISTING 24" STEEL CASING PIPE UNDER DRIVEWAY

END 12" WATERLINE EXTENSION AT BOTTOM OF RAVINE

1033 La Posada Drive, Suite 370, Austin, TX 78752  
www.sunlandgrp.com • (512) 494-0208

Bee Cave Professional Park Medical/ Office  
14001 Bee Cave Parkway, Bldg B  
Bee Cave, Texas 78738

UTILITY PLAN

DEVELOPER: HUFFMAN BUILDERS	DESIGNED BY: SUNLAND GROUP
DRAWN BY: SZ	SUNLAND PROJECT #: TBD
PROJECT MANAGER: JB	

SHEET 19

P:\2018023, Bee Cave, Min Laurel Lot, 38'x700' CAD\Y02 Civil\Y02.5 Sheets\W06M6800-UT01



**EXHIBIT B**

DRAFT

## **VII. NEW BUSINESS**

# ITEM A



**WATER FACILITIES LEASE AGREEMENT**  
***(Travis County Municipal Utility District No. 22- Provence Subdivision Phase I)***

This Water Facilities Lease Agreement (hereinafter referred to as the “Lease Agreement”) is entered into by and between Travis County Municipal Utility District No. 22, a political subdivision of the State of Texas (the “District”) and the West Travis County Public Utility Agency (the “WTCPUA”), a political subdivision of the State of Texas, together the “Parties.”

**RECITALS**

A. The WTCPUA and Masonwood HP, Ltd., a Texas general partnership (the “Developer”) are parties to that certain “Agreement for the Provision of Nonstandard Retail Water Service” dated March 19, 2015 (the “Service Agreement”), setting forth the terms and conditions pursuant to which the WTCPUA agreed to provide retail water service to approximately 462 acres of real property in the District, more particularly described in the Service Agreement (the “Phase I Property”).

B. The Developer is developing the Phase I Property, including the construction of certain water transmission, storage, and distribution improvements, related facilities, and equipment and appurtenances more particularly described in **Exhibit A** (the “Leased Facilities”) and required for the WTCPUA to provide retail water service to the Phase I Property in accordance with the terms and conditions of the Service Agreement.

C. The District has accepted conveyance of the Leased Facilities associated with the construction contract(s) described in the attached **Exhibit A** (the “Construction Contracts”) from Developer, and desires to lease the Leased Facilities to the WTCPUA for the provision of retail water service to customers within the Phase I Property in accordance with the terms and conditions of the Service Agreement.

D. The WTCPUA and the District desire to enter into this Lease Agreement and to set forth their respective duties and responsibilities regarding the lease of the Leased Facilities to the WTCPUA.

**AGREEMENT**

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

**A. General**

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

2. **Lease of Leased Facilities.** The District hereby leases to the WTCPUA and the WTCPUA leases from District the Phase 1 Leased Facilities more particularly described and

defined in **Exhibit A**. As each additional section of the Internal Facilities related to the Phase 1 Property is completed by the Developer, conveyed to the District, and inspected, approved and accepted by the WTCPUA, those additional sections of the Internal Facilities will be included in the Leased Facilities covered by this Lease Agreement. For each phase of the Leased Facilities, prior to acceptance by the WTCPUA, Developer will provide documentation that the WTCPUA is named on all maintenance and performance bonds, or any other bonds applicable to the performance or condition of the facilities, to provide the WTCPUA the opportunity to directly call on any such bonds. If the District is not able to provide this documentation relating to bonds, the District will be required to assume all maintenance and repair responsibilities for one (1) year following the acceptance of the facilities by the WTCPUA.

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

3. Leased Facilities Located in Public Utility Easements. By execution of this Lease Agreement, the District represents and warrants to the WTCPUA that the Leased Facilities are located in public rights of way, public utility easements, fee simple tracts, or easements dedicated to the District (collectively, the "Real Property Interests"), all in accordance with the Service Agreement as follows:

- (a) Platted easements and rights of way within Provence Phase 1 Section 1, a subdivision situated in Travis County, Texas, as shown on the plat thereof recorded under Document No. 201900014 of the Official Public Records of Travis County, Texas;
- (b) Water Line Easement recorded under Document No. 2018016315, Official Public Records of Travis County, Texas; and
- (c) Water Storage Tank Facilities Easement recorded under Document No. 2018016316, Official Public Records of Travis County, Texas.

In the event the WTCPUA determines that any portion of the Leased Facilities is not located in the Real Property Interests, the District agrees to obtain, or to require Developer to provide, easements for said Leased Facilities at no cost to the WTCPUA in accordance with the requirements of this Lease Agreement. WTCPUA will not assume operations and maintenance responsibility for any facility not included in the Real Property Interests, and such facilities shall not be included as Leased Facilities until such time as the District can demonstrate that facilities are located in the Real Property Interests, or the District conveys additional easements to the WTCPUA for such facilities in accordance with the Service Agreement.

4. Use of Leased Facilities. The WTCPUA, beginning upon the Commencement Date, shall at its own expense, use, operate, maintain, repair and replace the Leased Facilities in order to provide retail water service to customers within the Phase I Property. The WTCPUA shall

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

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

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

Comprehensive General Liability	\$2,000,000 (each occurrence); \$2,000,000 (annual aggregate)
---------------------------------	--

Worker's Compensation	statutory
-----------------------	-----------

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

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

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

DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PERSON OR (C) THE BREACH OF ANY COVENANT HEREIN OR ANY MATERIAL MISREPRESENTATION CONTAINED HEREIN.

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

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

**B. Provision of Service within the District**

1. The WTCPUA to Provide Service. The WTCPUA shall operate the Leased Facilities in accordance with the WTCPUA Rate Tariff and terms of the Service Agreement as related to related water service, and the Parties agree that the WTCPUA shall provide retail treated water service to customers within the Phase I Property pursuant to the terms of this Lease Agreement and the Service Agreement. Such service shall meet, at a minimum, the applicable requirements of regulatory authorities with jurisdiction, including the Texas Department of Health, as applicable, and the Texas Commission on Environmental Quality, for residential potable water systems. The District agrees that the WTCPUA Rate Tariff, as is amended from time to time, is applicable to its retail water customers within the District. The WTCPUA shall provide competent, trained personnel and licensed operators certified by the appropriate governmental authority. The WTCPUA shall provide the same level of service to residents in the District as provided to other retail potable water customers.

2. Retail Water Billing. The WTCPUA shall establish customer accounts within the District, read meters, bill customers and collect all deposits, fees and rates for retail potable service.

The WTCPUA shall collect and maintain security deposits, and the District agrees that such deposits and interest earned thereon may be maintained in the WTCPUA's accounts.

3. Retail Water Rates. The WTCPUA shall establish the deposits, fees and rates for retail treated water service in the WTCPUA Rate Tariff.

4. Regulatory Matters. The WTCPUA shall be responsible for submitting all regulatory reports regarding the potable water system serving customers and its provision of retail water service within the District to the applicable regulatory authorities, including the Texas Commission on Environmental Quality. The WTCPUA shall perform and maintain records of plumbing inspections (if applicable) and customer service inspections. The WTCPUA shall reimburse the District for any civil or administrative penalties assessed against the District by any regulatory authority with jurisdiction related to the potable water system operated by the WTCPUA used to provide service to the District pursuant to this Lease Agreement, provided that such enforcement action was the result of the act or omissions of the WTCPUA. Nothing in the foregoing sentence shall be construed as preventing or limiting the WTCPUA's right to defend itself against any such civil or administrative penalties. The District agrees that it shall promptly forward to the WTCPUA any correspondence that it receives from a regulatory authority regarding the potable water system if the WTCPUA has not been copied on the same correspondence.

5. Emergencies. The WTCPUA shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, and degradation of water quality occurring within the water supply system, and blockage in the system. Additionally, the WTCPUA shall undertake reasonable efforts to respond to requests by the District or its representatives or residents.

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

7. Compensation to the WTCPUA. The WTCPUA's compensation for the retail treated water operation, maintenance and management services it provides pursuant to this Lease Agreement shall be satisfied from, and shall equal, the revenues collected by the WTCPUA from customers within the Phase I Property per the Service Agreement and the WTCPUA Rate Tariff.

8. WTCPUA and Representatives. A WTCPUA representative shall be made available to attend District Board meetings following reasonable advance notice to discuss retail treated water service issues and the WTCPUA's provision of service under this Lease Agreement. A District representative shall be made available to attend WTCPUA Board meetings following reasonable advance notice to discuss retail treated water service issues and the provision of service under this Lease Agreement.

### **C. General Provisions**

1. Remedies, Notice of Default, Costs. The Parties shall be limited to the remedies of a suit for injunctive relief, mandamus or specific performance to enforce the terms of this Lease Agreement in the case of default by one or more of the Parties. Prior to instituting such an action, the non-defaulting party must provide the defaulting party written notice of the action giving rise

to the default and sixty (60) days after receipt of the notice to cure the default. The party in default will provide corresponding written notice to the other Party that the default has been corrected. If the default is not cured to the satisfaction of the non-defaulting Party within sixty (60) days' of notice of default, then the non-defaulting Party may initiate legal proceedings to enforce its rights or the performance of the Lease Agreement, the prevailing party will be entitled to recover from the non-prevailing party all of its costs incurred in connection with the legal proceedings, including reasonable attorney's fees and costs of court.

2. Force Majeure. In the event that any party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Lease Agreement, it is agreed that each party shall give written notice of such force majeure to the other parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

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

The WTCPUA:                      West Travis County Public Utility Agency  
   Attn: Robert Pugh, General Manager  
   13215 Bee Cave Parkway  
   Building 2, Suite 110  
   Bee Cave, Texas 78738  
   Phone: (512) 263-0100  
   rpugh@wtcpua.org

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

The District:                      Travis County Municipal Utility District No. 22  
   Attn: Anthony S. Corbett  
   c/o McLean and Howard, L.L.P.

Barton Oaks Plaza, Building II  
901 South MoPac Expressway, Suite 225  
Austin, Texas 78746  
Phone: (512) 328-2008;  
[tcorbett@mcleanhowardlaw.com](mailto:tcorbett@mcleanhowardlaw.com)

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

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

6. Severability, Waiver. Any provision of this Lease Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease Agreement. The waiver by any party of any breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

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

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

**EXECUTED** to be effective the last date appearing below:

*[Signature pages to follow]*

**DISTRICT:**

**TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT  
NO. 22**

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

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

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

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

ATTEST:

By:\_\_\_\_\_  
Secretary, Board of Directors



**WTCPUA:**

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
WTCPUA Board of Directors

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

**ATTEST:**

By: \_\_\_\_\_  
Ray Whisenant, Secretary  
WTCPUA Board of Directors

**EXHIBIT A**  
**Description of Leased Facilities**

1. Those certain water transmission line improvements constructed pursuant to the Construction Contract entered into between Masonwood HP, Ltd. and C.C. Carlton Industries, Ltd. dated January 10, 2018 in the original contract amount of \$680,173.60 and the final contract sum of \$720,589.35. The water transmission line improvements are more particularly described in the Plans prepared by LJA Engineering entitled Travis County MUD No. 22 Offsite Waterline and Elevated Storage Tank and dated January 10, 2018.
2. That certain elevated storage tank and related facilities, equipment and appurtenances constructed pursuant to the Construction Contract entered into between Masonwood HP, Ltd. and Landmark Structures I L.P. dated January 11, 2018 in the original contract amount of \$1,557,000 and the final contract sum of \$1,592,260. The elevated storage tank improvements are more particularly described in the Plans prepared by LJA Engineering entitled Travis County MUD No. 22 Offsite Waterline and Elevated Storage Tank and dated January 10, 2018.
3. All internal water transmission and distribution line improvements constructed within Provence Section 1, Phase 1, a subdivision in Travis County, Texas as more particularly described in the plat thereof recorded under Document No. \_ of the Official Public Records of Travis County, Texas, pursuant to the Construction Contract entered into between Masonwood HP, Ltd. and C.C. Carlton Industries, Ltd. dated November 1, 2017 in the original contract amount of \$5,965,722.30 and the final contract sum of \$6,936,473.46. The water line improvements are more particularly described in the Plans prepared by LJA Engineering entitled Provence Phase One, Section One and dated November 1, 2017. The Leased Facilities do not include any wastewater, drainage, road or other infrastructure or improvements constructed pursuant to the foregoing Construction Contract, and are limited to the water infrastructure only.



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SPECIAL WARRANTY DEED**  
(Elevated Storage Tank Site)

THE STATE OF TEXAS                   §  
  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF TRAVIS                 §

That **TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 22**, a conservation and reclamation district of the State of Texas ("**Grantor**") for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a political subdivision of the State of Texas ("**Grantee**"), all of the real property in Travis County, Texas described on **Exhibit "A"** attached hereto and incorporated herein (the "**Property**").

GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

This conveyance is made by Grantor and accepted by Grantee subject to any and all easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and

royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect as of the date of execution of this conveyance, and either shown of record in the office of the County Clerk of Travis County, Texas, or apparent on the Property.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*[Signatures appear on the following pages]*

**GRANTOR:**

**TRAVIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 22**

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

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

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

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

STATE OF TEXAS           §

§

COUNTY OF TRAVIS       §

                  This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_, \_\_\_\_\_ of the Travis County Municipal Utility District No. 22, a  
conservation and reclamation district of the State of Texas, on behalf of said conservation and reclamation  
district.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires:

**GRANTEE:**

**WTCPUA:**

**WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Scott Roberts, President  
WTCPUA Board of Directors

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

**ATTEST:**

By: \_\_\_\_\_  
Ray Whisenant, Secretary  
WTCPUA Board of Directors

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019  
by Scott Roberts, President of the West Travis County Public Utility Agency, a political subdivision of  
the State of Texas, on behalf of said agency.

\_\_\_\_\_  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission expires:

Address for Grantee:  
West Travis County Public Utility Agency  
Attn: Jennifer Riechers, General Manager  
13215 Bee Cave Parkway  
Building 2, Suite 110  
Bee Cave, Texas 78738

**EXHIBIT A**





## LANDESIGN SERVICES, INC.

1220 McNeil Road, Suite 200  
Round Rock, Texas 78681  
TBPLS Firm No. 10001800  
512-238-7901 office

### EXHIBIT " A "

#### METES AND BOUNDS DESCRIPTION

BEING 1.0 ACRE (43,560 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE R.H. GRAHAM SURVEY NO. 501, ABSTRACT NO. 334, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 264.377 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MASONWOOD HP, LTD., RECORDED IN DOCUMENT NO. 2015164123, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a metal fence post for the Western most Southwest corner of said remainder 264.377 acre tract and an interior corner of a called 394.0348 acre tract of land described in deed to James Malcom Harris, Trustee recorded in Volume 12542, Page 260 of the Real Property Records of Tavis County, Texas (R.P.R.T.C.T.), from which a 1/2-inch rebar found for an interior corner of said 264.377 acre tract and the northeast of a remainder of a called 46.69 acre tract of land described in deed to Joseph Damian Priour and Paula Prater Priour recorded in Volume 11081, Page 1163 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), bears South 71°57'25" East a distance of 1634.48 feet;

THENCE North 18°18'02" East with the West line of said remainder 264.377 acre tract and the East line of said 394.0348 acre tract, a distance of 153.78 feet to a Calculated Point for the Southwest corner and the **POINT OF BEGINNING** of the herein described tract;

THENCE **North 18°18'02" East** continuing with said West line remainder 264.377 acre tract and said East line of the 394.0348 acre tract, a distance of **235.92** feet to a Calculated Point, from which a metal fence post for an exterior corner of said 264.377 acre tract, bears North 18°18'02" East a distance of 1218.08 feet;

THENCE **South 71°41'58" East** over and across said remainder 264.377 acre tract, a distance of **29.70** feet to a Calculated Point in the West line of a called 318.405 acre tract of land described in deed to Masonwood HP, LTD recorded in Document No. 2017038374 of the O.P.R.T.C.T.

THENCE with said West line of the 318.40 acre tract, the following five (5) courses and distances:

1. **South 18°21'00" West** a distance of **17.75** feet to a Calculated Point;
2. **South 71°39'00" East** a distance of **130.00** feet to a Calculated Point for a Point of Curvature;



3. Along a curve to the **Right**, having a radius of **25.00** feet, an arc length of **21.03** feet, a delta angle of **48°11'23"**, and a chord which bears **South 42°26'42" West** a distance of **20.41** feet to a Calculated Point for a Point of Reverse Curvature;
4. Along a curve to the **Left**, having a radius of **50.00** feet, an arc length of **162.62** feet, a delta angle of **186°20'44"**, and a chord which bears **South 26°37'59" East** a distance of **99.85** feet to a Calculated Point for a Point of Reverse Curvature; and
5. Along a curve to the **Right**, having a radius of **25.00** feet, an arc length of **21.03** feet, a delta angle of **48°11'23"**, and a chord which bears **North 84°17'20" East** a distance of **20.41** feet to a Calculated Point;

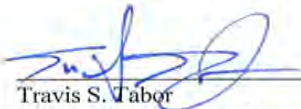
THENCE **South 18°23'02" West** continuing with said West line of the 318.405 acre tract, at a distance of 130.00 feet passing the south line said 318.405 acre tract and continuing over and across said remainder 264.377 acre tract for a total distance of **137.48** feet to a Calculated Point;

THENCE **North 71°35'58" West** continuing over and across said remainder 264.377 acre tract, a distance of **240.30** feet to the **POINT OF BEGINNING** containing 1.0 acre (43,560 Sq. Ft.) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), Central Zone (4203).

Distances shown hereon are surface values represented in U.S. survey feet based on a grid-to-surface combined adjustment factor of 1.0000925.

This property description was prepared by an on the ground survey made under my supervision during the month of July, 2017.



Travis S. Tabor  
Registered Professional Land Surveyor  
State of Texas No. 6428

05/03/2019  
Date

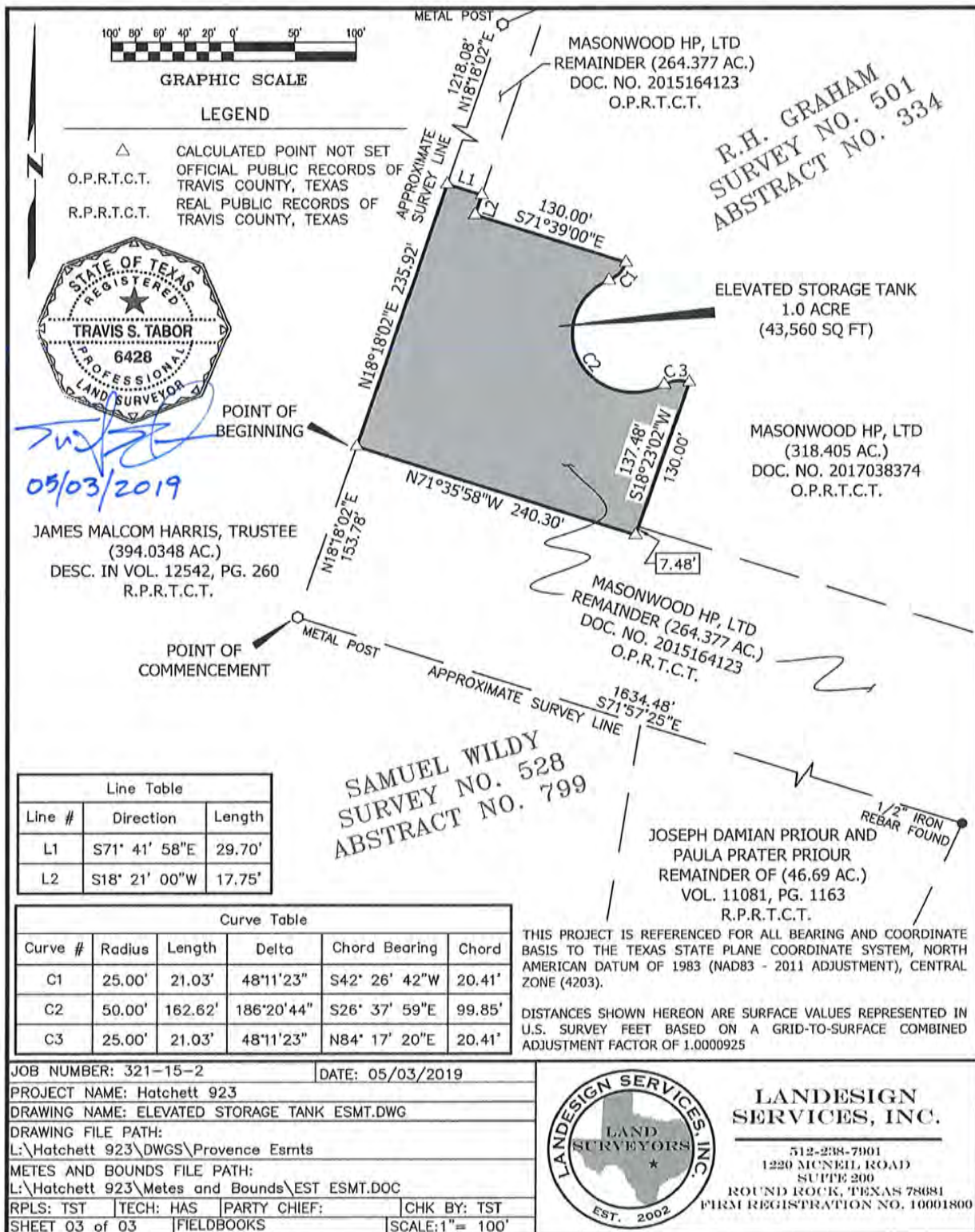


Job Number: 191-16-5

Attachments: Survey Drawing L:\Hatchett 923\DWGS\Providence Esmts\Elevated Storage Tank.dwg







## **ITEM B**



MAXWELL LOCKE & RITTER LLP

*Accountants and Consultants*

*An Affiliate of CPAmerica International*

tel (512) 370 3200 fax (512) 370 3250

[www.mlrpc.com](http://www.mlrpc.com)

Austin: 401 Congress Avenue, Suite 1100  
Austin, TX 78701

Round Rock: 411 West Main Street, Suite 300  
Round Rock, TX 78664

May 17, 2019

To the Board of Directors and Ms. Jennifer Riechers  
West Travis County Public Utility Agency  
13215 Bee Cave Pkwy  
Building B, Suite 110  
Bee Cave, Texas 78738

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide West Travis County Public Utility Agency (the "PUA") for the year ended September 30, 2019. We will audit the financial statements of the governmental activities, each major fund or General Fund, and the budgetary comparison information for the General Fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the PUA as of and for the year ended September 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the PUA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the PUA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Agency Contributions
- Notes to Required Supplementary Information

Affiliated Company

ML&R WEALTH MANAGEMENT LLC

<sup>1</sup> A Registered Investment Advisor  
This firm is not a CPA firm

We have also been engaged to report on supplementary information other than RSI that accompanies the PUA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- Supplemental Schedules Required by the Water Agency Accounting Manual

The following other information accompanying the financial statements will not be subjected to auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on that other information.

- Other Supplemental Schedules

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the PUA's financial statements. Our report will be addressed to the Board of Directors of the PUA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the PUA's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Other Services**

We will also prepare the financial statements of the PUA in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Maxwell Locke & Ritter LLP ("ML&R"), will not be included in any such offering document without our prior permission or consent. With regard to an exempt offering document with which ML&R is not involved, you agree to clearly indicate in the exempt offering document that ML&R is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of ML&R and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant or oversight agency or its designee. The cognizant or oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audit in January 2020 and to issue our reports no later than March 2020. Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that MLR's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be \$55,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if your account becomes significantly overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your records are the primary records for your operations and comprise the backup and support for your financial reports. Our records and files are our property and are not a substitute for your own records. Our firm destroys our client files and all pertinent work papers after a retention period of five years, after which time these items will no longer be available. Catastrophic events or physical deterioration may also result in our firm's records being unavailable.

You agree that ML&R has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services rendered to you hereunder, provided that ML&R will submit a copy of any such advertisements to you so that you can consent to the form and content of the advertisements. Without such consent, ML&R agrees not to make any public representations regarding the services rendered to you, other than including you in a list of clients served.

### **Disputes and Claims**

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this or any prior engagement between them (except actions by the firm to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Travis, Texas, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law without regard to the conflict of laws or provisions thereof. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Any claim arising out of this engagement, except our actions to enforce payment of our invoices, must be asserted within one year from the completion of services or the date any such cause of action accrues, whichever is later, unless otherwise barred by the applicable statute of limitation.

In connection with this engagement, you agree that we may communicate with you or others via email transmission, and by signing this letter you authorize us to do so. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by an addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

The PUA agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the PUA which arise from knowing misrepresentations to ML&R by the management of the PUA, or the intentional withholding or concealment of information from ML&R by the management of the PUA. The PUA also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the PUA, as long as ML&R is not negligent in the performance of its services.



We appreciate the opportunity to be of service to the PUA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Maxwell Locke & Ritter LLP*

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of West Travis County Public Utility Agency:

---

Name, Title

---

Date

## **ITEM C**

## **CONSENT TO ASSIGNMENT OF REIMBURSEMENT RIGHTS**

DATE: June \_\_\_\_, 2019

ASSIGNOR: CCNG Development Company, L.P., a Texas limited partnership

ASSIGNOR'S ADDRESS: 13453 Highway 71 West, Bee Cave, Texas 78738

LENDER: Southside Bank, a Texas state bank

LENDER'S ADDRESS: P.O. Box 1079, 1201 S. Beckham Ave., Tyler, Texas 75710-1079

AGENCY: West Travis County Public Utility Agency, a Texas public utility agency

AGENCY'S ADDRESS: 13215 Bee Cave Pkwy, Building B, Suite 110, Bee Cave, Texas 78738

IMPROVEMENTS: Certain water and wastewater improvements for the benefit of the East Village subdivision in Travis County, Texas, according to the map or plat thereof recorded as Document No. 201600242, Official Public Records of Travis County, Texas.

REIMBURSEMENT AGREEMENT: The reimbursement agreement or similar contract providing for the Agency's reimbursement to Assignor for all or a portion of the costs of the Improvements, including but not limited to the following:

Utility Facilities Acquisition Agreement dated November 19, 1999, between the Lower Colorado River Authority ("LCRA") and CCNG Development Company, L.P., as amended by that certain First Amendment to Utility Facilities Acquisition Agreement dated November 24, 2003, between the LCRA and CCNG Development Company, L.P., as modified by the June 8, 2017 letter agreement between CCNG Development Company, L.P., and the Agency, as agreed to and signed by the Agency on June 15, 2017 which was assigned to the Agency through the Assignment by LCRA to West Travis County Public Agency of Certain Agreements and Easements Related to the Spanish Oaks Development dated December 11, 2017, among the LCRA, the Agency, CCNG Development Company, L.P., CCNG Real Estate Investors II, L.P., CCNG Properties, L.P., Synchro Realty, L.L.C., CCNG Golf, LLC, and Daniel B. Porter, individually (together and as amended, the "Utility Facilities Agreement").

### **CONSENT:**

1. Assignor and Lender represent that Assignor and Lender have executed an Assignment of Reimbursement Rights (the "Assignment"), where Assignor has assigned to Lender Assignor's rights to any reimbursement from the Agency related to the Improvements.

2. The Agency hereby consents to the Assignment.
3. Assignor and Agency agree that the Utility Facilities Agreement, as defined herein, has not been further amended, modified, replaced or terminated, except for that certain Collateral Assignment of West Travis County Public Utility Agency Reimbursables. The Utility Facilities Agreement is currently in full force and effect
4. To the Agency's actual knowledge, no breach or default by Assignor currently exists under the Utility Facilities Agreement.
5. The Agency acknowledges that it has received notice that Assignor has assigned to Lender all of Assignor's rights to reimbursement from the Agency under the Utility Facilities Agreement for the costs of the Improvements.
6. Assignor, Lender, and Agency agree that all reimbursements for the Improvements payable by the Agency under the Utility Facilities Agreement shall be wire transferred to Assignor's account with Lender in accordance with the wire transfer instructions attached hereto as Exhibit "A".
7. To the Agency's actual knowledge, the Utility Facilities Agreement, as defined herein, is the only instrument by which Assignor is entitled to reimbursements from the Agency related to the Improvements.
8. Assignor agrees that Assignor shall have no right or claim, and hereby waives any and all such rights or claims, against the Agency for the payment of any reimbursables to Lender hereunder and Assignor will and does hereby indemnify and hold free and harmless the Agency from and against all liability, loss, cost, damage, or expense suffered or incurred by the Agency by reason of the Agency's compliance with this Consent to Assignment of Reimbursement Rights and the payment of any reimbursables to Lender.

AGENCY:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY,  
a Texas public utility agency

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

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

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

LENDER:

SOUTHSIDE BANK,  
a Texas state bank

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

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

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



ASSIGNOR:

CCNG DEVELOPMENT COMPANY, L.P.,  
a Texas limited partnership

By: CCNG Realty, Inc.,  
a Texas corporation,  
its General Partner

By: \_\_\_\_\_  
Daniel B. Porter, Chief Executive Officer

**Exhibit "A"**

**WIRE TRANSFER INSTRUCTIONS**



# WIRING INSTRUCTIONS

**Wire TO:**

**SOUTHSIDE BANK  
TYLER TX  
ABA#111923607**

**CREDIT TO: Southside Bank  
ACCT#: GL #113506 – Wire Account**

**RE : CCNG Development Company, LP  
Collateral Account  
DDA #\_\_\_\_\_**

**ATTN: CRAIG SNOW/DONNA ABERNATHY  
512 381 2012**

## ITEM D

## **CONSENT TO ASSIGNMENT OF REIMBURSEMENT RIGHTS**

DATE: June \_\_\_\_, 2019

ASSIGNOR: Synchro Realty, L.L.C., a Texas limited liability company

ASSIGNOR'S ADDRESS: 13453 Highway 71 West, Bee Cave, Texas 78738

LENDER: Southside Bank, a Texas state bank

LENDER'S ADDRESS: P.O. Box 1079, 1201 S. Beckham Ave., Tyler, Texas 75710-1079

AGENCY: West Travis County Public Utility Agency, a Texas public utility agency

AGENCY'S ADDRESS: 13215 Bee Cave Pkwy, Building B, Suite 110, Bee Cave, Texas 78738

IMPROVEMENTS: Certain water and wastewater improvements for the benefit of the Spanish Oaks subdivision in Travis County, Texas within the boundaries of West Travis County Municipal Utility District No. 6, as described in the Amended and Restated Information Form recorded as Document No. 201850484, Official Public Records of Travis County, Texas, SAVE AND EXCEPT the real property described on Exhibit "A" attached hereto.

REIMBURSEMENT AGREEMENT: The reimbursement agreement or similar contract providing for the Agency's reimbursement to Assignor for all or a portion of the costs of the Improvements, including but not limited to the following:

Utility Facilities Acquisition Agreement dated November 19, 1999, between the Lower Colorado River Authority ("LCRA") and CCNG Development Company, L.P., as amended by that certain First Amendment to Utility Facilities Acquisition Agreement dated November 24, 2003, between the LCRA and CCNG Development Company, L.P., as modified by the June 8, 2017 letter agreement between CCNG Development Company, L.P., and the Agency, as agreed to and signed by the Agency on June 15, 2017 which was assigned to the Agency through the Assignment by LCRA to West Travis County Public Agency of Certain Agreements and Easements Related to the Spanish Oaks Development dated December 11, 2017, among the LCRA, the Agency, CCNG Development Company, L.P., CCNG Real Estate Investors II, L.P., CCNG Properties, L.P., Synchro Realty, L.L.C., CCNG Golf, LLC, and Daniel B. Porter, individually (together and as amended, the "Utility Facilities Agreement").

## CONSENT:

1. Assignor and Lender represent that Assignor and Lender have executed an Assignment of Reimbursement Rights (the "Assignment"), where Assignor has assigned to Lender Assignor's rights to any reimbursement from the Agency related to the Improvements.
2. The Agency hereby consents to the Assignment.
3. Assignor and Agency agree that the Utility Facilities Agreement, as defined herein, has not been further amended, modified, replaced or terminated, except for that certain Collateral Assignment of West Travis County Public Utility Agency Reimbursables. The Utility Facilities Agreement is currently in full force and effect.
4. To the Agency's actual knowledge, no breach or default by Assignor currently exists under the Utility Facilities Agreement.
5. The Agency acknowledges that it has received notice that Assignor has assigned to Lender all of Assignor's rights to reimbursement from the Agency under the Utility Facilities Agreement for the costs of the Improvements.
6. Assignor, Lender, and Agency agree that all reimbursements for the Improvements payable by the Agency under the Utility Facilities Agreement shall be wire transferred to Assignor's account with Lender in accordance with the wire transfer instructions attached hereto as Exhibit "B".
7. To the Agency's actual knowledge, the Utility Facilities Agreement, as defined herein, is the only instrument by which Assignor is entitled to reimbursements from the Agency related to the Improvements.
8. Assignor agrees that Assignor shall have no right or claim, and hereby waives any and all such rights or claims, against the Agency for the payment of any reimbursables to Lender hereunder and Assignor will and does hereby indemnify and hold free and harmless the Agency from and against all liability, loss, cost, damage, or expense suffered or incurred by the Agency by reason of the Agency's compliance with this Consent to Assignment of Reimbursement Rights and the payment of any reimbursables to Lender.

AGENCY:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY,  
a Texas public utility agency

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

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

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

LENDER:

SOUTHSIDE BANK,  
a Texas state bank

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

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

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

ASSIGNOR:

SYNCHRO REALTY, L.L.C.,  
a Texas limited liability company

By: \_\_\_\_\_  
Daniel B. Porter, Manager



**Exhibit “A”**

## **Exhibit "A"**

### **DESCRIPTION OF THE 82.704-ACRE PORTION OF THE HILLSIDE AT SPANISH OAKS SUBDIVISION**

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 82.704 ACRES OF LAND, BEING A PORTION OF THE FOLLOWING SURVEYS, ALL IN TRAVIS COUNTY, TEXAS: A PORTION OF THE I. & G. N. R.R. CO. SURVEY NO. 57, ABSTRACT NO. 2109; A PORTION OF THE D. BOHLS SURVEY NO. 905, ABSTRACT NO. 129; AND A PORTION OF THE TYLER TAP R.R. CO. SURVEY NO. 169, ABSTRACT NO. 2179, SAID 82.704 ACRES OF LAND, MORE OR LESS, BEING A PORTION OF THAT 63.790 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM SALMIRA TEXAS PROPERTIES, LLC, TO SYNCHRO REALTY, L.L.C. IN DOCUMENT NO. 2013215285, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT 346.42 ACRE TRACT DESIGNATED AS TRACT "6" AND DESCRIBED IN EXHIBIT "6A-1" IN A SPECIAL WARRANTY DEED FROM COMERICA BANK TO SYNCHRO REALTY, L.L.C., IN DOCUMENT NO. 2011036476, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALSO BEING A PORTION OF THAT CALLED 35.132 ACRE TRACT, DESIGNATED AS TRACT "7" AND DESCRIBED IN EXHIBIT "B" IN SAID DOCUMENT NO. 2011036476, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING ALL OF THAT 0.1772 OF ONE ACRE TRACT DESIGNATED AS TRACT 1, AND ALL OF THAT 0.0114 OF ONE ACRE TRACT DESIGNATED AS TRACT 2, AND ALL OF THAT 0.0126 OF ONE ACRE OF LAND DESIGNATED AS TRACT 3, SAID TRACTS 1, 2 AND 3 BEING CONVEYED IN A SPECIAL WARRANTY DEED FROM CCNG GOLF, L.L.C., TO SYNCHRO REALTY, L.L.C. IN DOCUMENT NO. 2016176435, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 82.704 ACRES OF LAND, MORE OR LESS, AS SURVEYED BY BOMAN CONSULTING GROUP AND SHOWN ON PLAN NO. 3620, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR THE INTERSECTING NORTH LINE OF SPANISH OAKS CLUB BOULEVARD AND THE WEST LINE OF LA BARZOLA BEND, BEING AT THE SOUTHEAST CORNER OF SAID 63.790 ACRES, ALSO BEING IN THE WEST LINE OF LOT 1, BLOCK "H", 11505 TX 71, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200100286, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1, BLOCK "H" BEING A PRIVATE STREET, ELECTRIC, ACCESS, DRAINAGE, WATER AND WASTEWATER EASEMENT, ALSO BEING THE NORTHEAST CORNER OF LOT 1, BLOCK "C", SPANISH OAKS, PHASE II-B, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200400261, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 1, BLOCK "C", SPANISH OAKS, PHASE II-B BEING A PRIVATE STREET, ELECTRIC, ACCESS, DRAINAGE, WATER AND WASTEWATER EASEMENT, FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THE TRACT DESCRIBED HEREIN;

**THENCE** WITH A PORTION OF THE SOUTH LINE OF SAID 63.790 ACRES AND THE NORTH LINE OF SAID SPANISH OAKS CLUB BOULEVARD, ALSO BEING WITH THE NORTH LINE OF SAID LOT 1, BLOCK "C", SPANISH OAKS, PHASE II-B AND A PORTION OF THE NORTH LINE OF LOT 1, BLOCK "B", SPANISH OAKS, SECTION 7, A SUBDIVISION ACCORDING TO THE PLAT OF RECORD IN DOCUMENT NO. 200600085, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, WITH A PORTION OF THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 72.27 FEET, SAID CURVE HAVING A RADIUS OF 330.00 FEET, AND A CHORD OF WHICH BEARS S 38°45'23" W, A DISTANCE OF 72.13 FEET TO A 1/2" IRON ROD FOUND AT POINT OF TANGENCY,
2. S 32°28'01" W, A DISTANCE OF 64.78 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
3. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 66.39 FEET, SAID CURVE HAVING A RADIUS OF 377.75 FEET, AND A CHORD OF WHICH BEARS S 37°29'14" W, A DISTANCE OF 66.30 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,

4. S 42°31'18" W, A DISTANCE OF 108.93 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
5. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 155.79 FEET, SAID CURVE HAVING A RADIUS OF 1307.09 FEET, AND A CHORD OF WHICH BEARS S 45°56'10" W, A DISTANCE OF 155.70 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF TANGENCY,
6. S 49°19'04" W, A DISTANCE OF 227.88 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF CURVATURE,
7. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 93.13 FEET, SAID CURVE HAVING A RADIUS OF 304.84 FEET, AND A CHORD OF WHICH BEARS S 58°04'05" W, A DISTANCE OF 92.76 FEET TO A 1/2" IRON ROD FOUND AT A POINT OF TANGENCY,
8. S 66°50'51" W, AT 76.30 FEET PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 3103" FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK "C", SPANISH OAKS, PHASE II-B AND THE NORTHEAST CORNER OF SAID LOT 1, BLOCK "B", SPANISH OAKS, SECTION 7, IN ALL A DISTANCE OF 118.76 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP FOUND (NO MARKINGS) FOR POINT OF CURVATURE, AND
9. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 37.91 FEET, SAID CURVE HAVING A RADIUS OF 784.77 FEET, AND A CHORD OF WHICH BEARS S 68°14'53" W, A DISTANCE OF 37.91 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN INTERIOR SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN;

**THENCE** LEAVING THE NORTH LINE OF SAID SPANISH OAKS CLUB BOULEVARD, CROSSING THE SAID 63.790 ACRE TRACT AND THE REMAINDER OF THE SAID 346.42 ACRE TRACT, WITH THE INTERIOR LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING FORTY-THREE (43) COURSES AND DISTANCES:

1. N 23°06'26" W, A DISTANCE OF 76.50 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
2. N 07°10'58" W, A DISTANCE OF 52.95 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
3. N 29°39'50" W, A DISTANCE OF 337.33 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
4. N 30°20'10" E, A DISTANCE OF 49.38 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
5. S 89°02'20" E, A DISTANCE OF 135.49 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
6. N 21°45'18" E, A DISTANCE OF 277.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
7. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 24.15 FEET, SAID CURVE HAVING A RADIUS OF 36.00 FEET, AND A CHORD OF WHICH BEARS N 02°31'59" E, A DISTANCE OF 23.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF COMPOUND CURVATURE,
8. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 154.87 FEET, SAID CURVE HAVING A RADIUS OF 365.00 FEET, AND A CHORD OF WHICH BEARS N 28°50'37" W, A DISTANCE OF 153.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR POINT OF TANGENCY,
9. N 40°59'55" W, A DISTANCE OF 108.29 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,

10. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 118.46 FEET, SAID CURVE HAVING A RADIUS OF 264.00 FEET, AND A CHORD OF WHICH BEARS N 28°08'38" W, A DISTANCE OF 117.47 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
11. N 15°17'21" W, A DISTANCE OF 110.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
12. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 14.13 FEET, SAID CURVE HAVING A RADIUS OF 182.00 FEET, AND A CHORD OF WHICH BEARS N 13°03'55" W, A DISTANCE OF 14.12 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
13. N 10°50'29" W, A DISTANCE OF 103.24 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
14. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 61.31 FEET, SAID CURVE HAVING A RADIUS OF 111.00 FEET, AND A CHORD OF WHICH BEARS N 26°39'57" W, A DISTANCE OF 60.54 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
15. S 47°30'36" W, A DISTANCE OF 16.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
16. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 50.90 FEET, SAID CURVE HAVING A RADIUS OF 95.00 FEET, AND A CHORD OF WHICH BEARS N 57°50'22" W, A DISTANCE OF 50.29 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
17. N 16°48'40" E, A DISTANCE OF 16.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
18. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 85.24 FEET, SAID CURVE HAVING A RADIUS OF 111.00 FEET, AND A CHORD OF WHICH BEARS S 84°48'38" W, A DISTANCE OF 83.16 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
19. S 62°48'36" W, A DISTANCE OF 207.01 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
20. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 109.05 FEET, SAID CURVE HAVING A RADIUS OF 136.00 FEET, AND A CHORD OF WHICH BEARS S 39°50'21" W, A DISTANCE OF 106.15 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
21. S 16°52'06" W, A DISTANCE OF 42.76 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
22. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 42.24 FEET, SAID CURVE HAVING A RADIUS OF 164.00 FEET, AND A CHORD OF WHICH BEARS S 24°14'48" W, A DISTANCE OF 42.12 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
23. S 31°37'30" W, A DISTANCE OF 29.24 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
24. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 25.67 FEET, SAID CURVE HAVING A RADIUS OF 136.00 FEET, AND A CHORD OF WHICH BEARS S 26°13'05" W, A DISTANCE OF

- 25.63 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
25. S 20°48'40" W, A DISTANCE OF 162.41 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
  26. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 75.00 FEET, SAID CURVE HAVING A RADIUS OF 86.00 FEET, AND A CHORD OF WHICH BEARS S 04°10'19" E, A DISTANCE OF 72.64 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
  27. S 29°09'19" E, A DISTANCE OF 186.09 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
  28. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 40.60 FEET, SAID CURVE HAVING A RADIUS OF 346.00 FEET, AND A CHORD OF WHICH BEARS S 32°31'01" E, A DISTANCE OF 40.58 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
  29. S 35°52'43" E, A DISTANCE OF 209.57 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
  30. N 54°07'17" E, A DISTANCE OF 16.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
  31. S 40°35'41" E, A DISTANCE OF 137.11 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
  32. S 49°24'19" W, A DISTANCE OF 69.36 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
  33. S 29°49'45" W, A DISTANCE OF 108.47 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
  34. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 148.18 FEET, SAID CURVE HAVING A RADIUS OF 330.00 FEET, AND A CHORD OF WHICH BEARS S 42°41'36" W, A DISTANCE OF 146.94 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
  35. S 55°33'27" W, A DISTANCE OF 246.55 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
  36. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 98.17 FEET, SAID CURVE HAVING A RADIUS OF 132.50 FEET, AND A CHORD OF WHICH BEARS S 34°19'54" W, A DISTANCE OF 95.94 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF TANGENCY,
  37. S 13°06'21" W, A DISTANCE OF 11.69 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE,
  38. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 4.75 FEET, SAID CURVE HAVING A RADIUS OF 10.00 FEET, AND A CHORD OF WHICH BEARS S 00°31'03" E, A DISTANCE OF 4.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF REVERSE CURVATURE,
  39. WITH A CURVE TO THE RIGHT, AN ARC DISTANCE OF 46.60 FEET, SAID CURVE HAVING A RADIUS OF 79.50 FEET, AND A CHORD OF WHICH BEARS S 02°39'00" W, A DISTANCE OF 45.93 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF REVERSE CURVATURE,

40. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 18.53 FEET, SAID CURVE HAVING A RADIUS OF 17.50 FEET, AND A CHORD OF WHICH BEARS S 10°53'53" E, A DISTANCE OF 17.68 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF COMPOUND CURVATURE,
41. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 86.93 FEET, SAID CURVE HAVING A RADIUS OF 257.50 FEET, AND A CHORD OF WHICH BEARS S 50°54'28" E, A DISTANCE OF 86.52 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET AT POINT OF TANGENCY,
42. S 60°34'44" E, A DISTANCE OF 19.01 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR A POINT OF CURVATURE, AND
43. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 19.06 FEET, SAID CURVE HAVING A RADIUS OF 22.50 FEET, AND A CHORD OF WHICH BEARS S 84°50'54" E, A DISTANCE OF 18.50 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET IN THE NORTH LINE OF SAID SPANISH OAKS CLUB BOULEVARD AND A PORTION OF THE NORTH LINE OF SAID LOT 1, BLOCK "B", SPANISH OAKS, SECTION 7, FOR A SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

**THENCE** WITH THE NORTH LINE OF SAID SPANISH OAKS CLUB BOULEVARD AND A PORTION OF THE NORTH LINE OF SAID LOT 1, BLOCK "B", SPANISH OAKS, SECTION 7, CONTINUING ACROSS THE SAID 346.42 ACRES, WITH A PORTION OF THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. WITH A CURVE TO THE LEFT, AN ARC DISTANCE OF 145.54 FEET, SAID CURVE HAVING A RADIUS OF 335.00 FEET, AND A CHORD WHICH BEARS S 35°42'54" W, A DISTANCE OF 144.40 FEET TO A 1/2" IRON ROD FOUND AT POINT OF TANGENCY, AND
2. S 23°14'46" W, A DISTANCE OF 109.34 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "RPLS 3103" AT THE NORTHEAST CORNER OF LOT 120, BLOCK "C", OF SAID SPANISH OAKS, SECTION 7, FOR AN ANGLE POINT IN THE SOUTH LINE OF THE TRACT DESCRIBED HEREIN;

**THENCE** CONTINUING ACROSS THE SAID 346.42 ACRES, LEAVING THE NORTH LINE OF SAID SPANISH OAKS CLUB BOULEVARD AND THE NORTH LINE OF SAID LOT 1, BLOCK "B", SPANISH OAKS, SECTION 7, ALSO WITH THE NORTH LINES OF SAID LOT 120, BLOCK "C", SPANISH OAKS, SECTION 7 AND LOTS 118-119, BLOCK "C" OF SAID SPANISH OAKS, SECTION 7, ALSO WITH A PORTION OF THE NORTH LINE OF LOT 117, BLOCK "C" OF SAID SPANISH OAKS, SECTION 7, WITH A PORTION OF THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. N 65°38'11" W, A DISTANCE OF 122.80 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "R&L SURVEYING RPLS 4532" FOUND,
2. N 85°35'21" W, A DISTANCE OF 93.16 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
3. S 61°34'47" W, A DISTANCE OF 107.40 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON NORTH CORNER OF SAID LOTS 119 AND 120, BLOCK "C", SPANISH OAKS, SECTION 7,
4. S 58°38'58" W, A DISTANCE OF 154.18 FEET TO A 1/2" IRON ROD WITH AN ILLEGIBLE PLASTIC CAP FOUND, AT THE COMMON NORTH CORNER OF SAID LOTS 118 AND 119, BLOCK "C", SPANISH OAKS, SECTION 7,
5. S 48°03'53" W, A DISTANCE OF 151.00 FEET TO A 1/2" IRON ROD FOUND AT THE COMMON NORTH CORNER OF SAID LOTS 117 AND 118, BLOCK "C", SPANISH OAKS, SECTION 7, AND



6. S 41°07'43" W, A DISTANCE OF 60.26 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF LOT 113, BLOCK "C" OF SAID SPANISH OAKS, SECTION 7, FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** N 46°25'56" W, LEAVING THE NORTH LINE OF SAID LOT 117, BLOCK "C", SPANISH OAKS, SECTION 7, WITH THE EAST LINE OF SAID LOT 113, BLOCK "C", SPANISH OAKS, SECTION 7, WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 205.38 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR THE MOST SOUTHERLY CORNER OF THAT 4.401 ACRE TRACT, DESIGNATED AS TRACT ONE AND DESCRIBED IN A SPECIAL WARRANTY DEED TO CCNG GOLF, L.L.C. IN DOCUMENT NO. 2016176436, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE MOST WESTERLY SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, AND FROM WHICH A 1/2" IRON ROD AT THE NORTHEAST CORNER OF SAID LOT 113, BLOCK "C", SPANISH OAKS, SECTION 7, AND BEING ALSO BEING AN ANGLE POINT IN THE SOUTH LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT, BEARS N 46°25'56" W, A DISTANCE OF 25.41 FEET;

**THENCE** CROSSING THE SAID SYNCHRO REALTY, L.L.C. 346.42 ACRE TRACT AND THE SYNCHRO REALTY, L.L.C. 63.790 ACRE TRACT AND ALSO CROSSING THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, WITH AN EAST AND SOUTH LINE OF THE SAID CCNG GOLF, L.L.C. 4.401 ACRE TRACT AND WITH A WEST AND NORTH LINE OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING SEVENTEEN (17) COURSES AND DISTANCES:

1. N 41°37'21" E, A DISTANCE OF 174.77 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
2. N 18°44'49" E, A DISTANCE OF 218.19 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
3. N 35°47'42" E, A DISTANCE OF 199.41 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
4. N 11°18'11" E, A DISTANCE 288.96 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
5. N 36°07'46" E, A DISTANCE OF 59.54 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
6. N 11°18'11" E, A DISTANCE OF 75.88 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
7. N 01°15'42" W, A DISTANCE OF 323.29 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
8. N 06°19'52" W, A DISTANCE OF 307.25 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
9. N 31°28'01" W, A DISTANCE OF 280.42 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
10. N 21°30'30" E, A DISTANCE OF 243.73 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
11. N 29°46'40" E, A DISTANCE OF 184.76 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
12. N 22°45'11" E, A DISTANCE OF 236.14 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
13. N 68°06'26" E, A DISTANCE OF 243.89 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,

14. S 86°26'32" E, A DISTANCE OF 108.26 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
15. S 83°18'50" E, A DISTANCE OF 104.71 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
16. N 76°16'33" E, A DISTANCE OF 235.87 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT, AND
17. N 56°35'55" E, A DISTANCE OF 141.30 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET IN A NORTHWEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT AND A SOUTHEAST LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT, AT THE MOST EASTERLY CORNER OF THE SAID CCNG GOLF, L.L.C. 4.401 ACRE TRACT AND THE NORTHWEST CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 3 OF 0.0126 OF ONE ACRE TRACT;

**THENCE** N 56°35'55" E, CROSSING THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT WITH THE NORTH LINE OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 3 OF 0.0126 OF ONE ACRE, A DISTANCE OF 86.61 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET IN A SOUTHEAST LINE OF THE CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT, AND A NORTHWEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, AT THE EAST CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 3 OF 0.0126 OF ONE ACRE TRACT AND THE WEST CORNER OF THAT 0.1206 OF ONE ACRE TRACT, A PORTION OF THE SAID I. & G. N. R.R. CO. SURVEY NO. 57 AND OTHERS, DESIGNATED AS TRACT TWO AND DESCRIBED IN A SPECIAL WARRANTY DEED TO CCNG GOLF, L.L.C. IN DOCUMENT NO. 2016176436, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

**THENCE** CROSSING THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT WITH THE SOUTH LINE OF THE SAID CCNG GOLF, L.L.C. TRACT TWO OF 0.1206 OF ONE ACRE, THE FOLLOWING (3) COURSES AND DISTANCES:

1. N 56°35'55" E, A DISTANCE OF 166.99 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT,
2. N 68°48'41" E, A DISTANCE OF 101.81 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT, AND
3. N 38°10'29" E, A DISTANCE OF 49.06 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET IN A NORTH LINE OF THE SAID SYNCHRO REALTY 35.132 ACRE AND IN THE SOUTH LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT FOR THE EAST CORNER OF THE SAID CCNG GOLF, L.L.C. TRACT TWO OF 0.1206 OF ONE ACRE TRACT AND THE WEST CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 2 OF 0.0114 OF ONE ACRE TRACT;

**THENCE** N 38°10'29" E, CROSSING THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT, WITH A NORTHWEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 2 OF 0.0114 OF ONE ACRE, A DISTANCE OF 181.98 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND IN A SOUTHEAST LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT AND IN A NORTHWEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, SAID 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND BEING THE NORTH CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 2 OF 0.0114 OF ONE ACRE TRACT AND THE SOUTH CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 1 OF 0.1772 OF ONE ACRE TRACT;

**THENCE** CROSSING THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT, WITH THE WEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 1 OF 0.1772 OF ONE ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:



1. N 04°34'37" W, A DISTANCE OF 119.80 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN ANGLE POINT, AND
2. N 21°23'40" W, A DISTANCE OF 261.55 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET IN AN EAST LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT AND IN A WEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, FOR THE NORTH CORNER OF THE SAID SYNCHRO REALTY, L.L.C. TRACT 1 OF 0.1772 OF ONE ACRE TRACT,

**THENCE** N 32°09'08" W, WITH AN EAST LINE OF THE SAID CCNG GOLF, L.L.C. 179.97 ACRE TRACT, SAVE AND EXCEPT THAT 0.1458 OF ONE ACRE TRACT AND A WEST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, A DISTANCE OF 29.66 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT IN THE WEST LINE OF THAT CALLED 126.55 ACRE TRACT, A PORTION OF THE SAID D. BOHLS SURVEY NO. 905, AND OTHERS, IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A SPECIAL WARRANTY DEED TO CASSANDRA INTERESTS, LTD., IN DOCUMENT NO. 2010054722, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

**THENCE** CONTINUING WITH A WEST, NORTH AND EAST LINE OF THE SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT AND A PORTION OF THE EAST AND SOUTH LINE OF THE SAID CASSANDRA INTERESTS, LTD. 126.55 ACRE TRACT, THE FOLLOWING NINE (9) COURSES AND DISTANCES:

1. N 21°58'13" W, A DISTANCE OF 86.87 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
2. N 58°38'34" E, A DISTANCE OF 62.21 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT THE MOST NORTHERLY CORNER OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRE TRACT, FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,
3. S 76°46'00" E, A DISTANCE OF 159.22 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
4. S 52°12'08" E, A DISTANCE OF 90.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
5. S 34°26'14" E, A DISTANCE OF 148.79 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
6. S 46°33'45" E, A DISTANCE OF 225.63 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
7. S 36°33'58" E, A DISTANCE OF 195.92 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT,
8. S 49°16'27" E, A DISTANCE OF 136.63 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT AN ANGLE POINT, AND
9. S 30°14'34" E, A DISTANCE OF 84.94 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT THE MOST EASTERLY CORNER OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES AND THE MOST SOUTHERLY CORNER OF SAID CASSANDRA INTERESTS, LTD. 126.55 ACRES, BEING AN ANGLE POINT IN THE NORTH LINE OF LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200100286, OFFICIAL PUBLIC (PLAT) RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE MOST EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** CONTINUING WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, ALSO WITH A PORTION OF THE WEST LINES OF SAID LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, CONTINUING WITH A PORTION OF THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. S 59°42'48" W, A DISTANCE OF 67.14 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT THE NORTHWEST CORNER OF SAID LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, AND
2. S 12°02'42" W, A DISTANCE OF 313.87 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO. INC." FOUND IN THE NORTH LINE OF THAT CALLED 0.2000 ACRE TRACT, SAID 0.2000 ACRE TRACT BEING A PORTION OF SAID D. BOHLS SURVEY NO. 905, AND OTHERS, IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO DAVID RUEHLMAN IN DOCUMENT NO. 2000052981, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS;

**THENCE** N 57°40'15" W, LEAVING THE WEST LINE OF SAID LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, AND CONTINUING WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, ALSO BEING WITH A PORTION OF THE NORTH LINE OF SAID 0.2000 ACRE RUEHLMAN TRACT, CONTINUING WITH A PORTION OF THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 63.29 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO. INC." FOUND AT THE NORTHWEST CORNER OF SAID 0.2000 ACRE RUEHLMAN TRACT;

**THENCE** S 08°49'23" W, CONTINUING WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, ALSO WITH THE WEST LINE OF SAID 0.2000 ACRE RUEHLMAN TRACT, THE WEST LINE OF THAT CALLED 0.2000 ACRE TRACT, SAID 0.2000 ACRE TRACT BEING A PORTION OF SAID D. BOHLS SURVEY NO. 905 AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO ERIC WOOMER IN DOCUMENT NO. 2000052984, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE WEST LINE OF THAT CALLED 0.2000 ACRE TRACT, SAID 0.2000 ACRE TRACT BEING A PORTION OF SAID D. BOHLS SURVEY NO. 905 AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO JEFFREY POE IN DOCUMENT NO. 2006056850, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE WEST LINE OF THAT CALLED 0.2000 ACRE TRACT, SAID 0.2000 ACRE TRACT BEING A PORTION OF SAID D. BOHLS SURVEY NO. 905 AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO BRYAN MCMURREY IN DOCUMENT NO. 2006130736, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND THE WEST LINE OF THAT CALLED 0.2000 ACRE TRACT, SAID 0.2000 ACRE TRACT BEING A PORTION OF SAID D. BOHLS SURVEY NO. 905 AND OTHERS IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A SPECIAL WARRANTY DEED TO BEN WADE IN DOCUMENT NO. 2007226160, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONTINUING WITH A PORTION OF THE IRREGULAR EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 299.98 FEET TO A COTTON GIN SPINDLE FOUND AT THE SOUTHWEST CORNER OF SAID 0.2000 ACRE WADE TRACT;

**THENCE** S 57°40'48" E, CONTINUING WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, ALSO WITH A PORTION OF THE SOUTH LINE OF SAID 0.2000 ACRE WADE TRACT, CONTINUING WITH A PORTION OF THE IRREGULAR EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 91.70 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO. INC." FOUND AT AN ANGLE POINT IN THE WEST LINE OF SAID LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE;

**THENCE** LEAVING THE SOUTH LINE OF SAID 0.2000 ACRE WADE TRACT AND CONTINUING WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, ALSO WITH A PORTION OF THE WEST LINES OF SAID LOT 27, BLOCK "A", 11505 TX 71, PHASE ONE, AND LOT 26, BLOCK "A" OF SAID 11505 TX 71, PHASE ONE, ALSO WITH THE WEST LINE OF LOT 25, BLOCK "A" OF SAID 11505 TX 71, PHASE ONE, CONTINUING WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. S 13°05'29" W, A DISTANCE OF 282.43 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO. INC." FOUND AT AN ANGLE POINT,
2. S 18°05'32" E, A DISTANCE OF 215.02 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "R&L SURVEYING RPLS 4532" FOUND AT THE COMMON WEST CORNER OF SAID LOTS 25 AND 26, BLOCK "A", 11505 TX 71, PHASE ONE, AND

3. S 09°00'07" W, A DISTANCE OF 150.11 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND AT THE MOST SOUTHERLY CORNER OF SAID SYNCHRO REALTY, L.L.C. 35.132 ACRES, BEING AN ANGLE POINT IN THE WEST LINE OF SAID LOT 26, BLOCK "A", 11505 TX 71, PHASE ONE, ALSO BEING AN ANGLE POINT IN THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 63.790 ACRES;

**THENCE** S 16°47'28" E, WITH A PORTION OF THE EAST LINE OF SAID SYNCHRO REALTY, L.L.C. 63.790 ACRES AND A PORTION OF THE WEST LINE OF SAID LOT 26, BLOCK "A", 11505 TX 71, PHASE ONE, ALSO WITH THE WEST LINE OF SAID LA BARZOLA BEND AND A PORTION OF THE WEST LINE OF SAID LOT 1, BLOCK "H", 11505 TX 71, PHASE ONE, CONTINUING WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, AT 199.00 FEET PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO. INC." FOUND AT THE MOST SOUTHERLY CORNER OF SAID LOT 26, BLOCK "A", 11505 TX 71, PHASE ONE, AT 328.81 FEET PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "M&S 1838" FOUND, 0.05 FEET EAST ON LINE, IN ALL A DISTANCE OF 337.77 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT CONTAINING 82.704 ACRES OF LAND.

BEARING BASIS IS GRID NORTH, NAD 83, TEXAS COORDINATE SYSTEM, CENTRAL ZONE.


THE STATE OF TEXAS §  
§ KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS §

THAT I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND IN JUNE OF 2018, UNDER MY DIRECTION AND SUPERVISION.

WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS, ON THIS 30 DAY OF JULY, 2018 A.D.

BOWMAN CONSULTING GROUP, LTD.  
AUSTIN, TEXAS 78746



  
JOHN D. BARNARD  
REGISTERED PROFESSIONAL LAND  
SURVEYOR NO. 5749 - STATE OF TEXAS

**Exhibit “B”**

**WIRE TRANSFER INSTRUCTIONS**



# WIRING INSTRUCTIONS

**Wire TO:**

**SOUTHSIDE BANK  
TYLER TX  
ABA#111923607**

**CREDIT TO: Southside Bank  
ACCT#: GL #113506 – Wire Account**

**RE : Synchro Realty, LLC  
Collateral Account  
DDA #1795732**

**ATTN: CRAIG SNOW/DONNA ABERNATHY  
512 381 2012**

## ITEM E

**ORDER SETTING A PUBLIC HEARING ON AMENDMENTS TO  
WHOLESALE AND RETAIL WATER AND WASTEWATER RATES**

THE STATE OF TEXAS                               §  
   §  
COUNTY OF TRAVIS                           §

The Board of Directors (“**Board**”) of the West Travis County Public Utility Agency (the “**WTCPUA**”) met in a regular session, open to the public, after due notice, at City of Bee Cave, City Hall, 4000 Galleria Parkway, Bee Cave, Texas 78738, an official meeting place within the boundaries of the WTCPUA, on June 20, 2019; whereupon the roll was called of the members of the Board of Directors, to wit:

<b>Scott Roberts</b>	<b>President</b>
<b>Don Walden</b>	<b>Vice President</b>
<b>Ray Whisenant, Jr.</b>	<b>Secretary</b>
<b>Bill Goodwin</b>	<b>Director</b>
<b>Eileen Brzoska</b>	<b>Director</b>

All members of the Board were present, except for Director \_\_\_\_\_.

**WHEREUPON**, among other business conducted by the Board, Director \_\_\_\_\_ introduced the order set out below and moved its adoption, which motion was seconded by Director \_\_\_\_\_ and, after full discussion and the question being put to the Board of Directors, said motion was carried by the following vote:

“Aye” \_\_\_\_\_;        “No” \_\_\_\_\_.

The Order thus adopted is as follows:

**WHEREAS**, the Board of the WTCPUA desires to review and potentially amend its wholesale and retail water and wastewater rates;

**WHEREAS**, to provide for open government and facilitate communications with its rate-payers, the WTCPUA desires to hold a public hearing regarding such potential rate changes, and to provide prior notice of such hearing to the public; and

**WHEREAS**, accordingly, the Board of the WTCPUA desires to adopt an order scheduling a public hearing to discuss potential amendments to the WTCPUA’s wholesale and retail water and wastewater rates.

**NOW THEREFORE**, it is ordered by the Board of Directors of West Travis County Public Utility Agency that:

**Section 1:** The above recitals are true and correct and are incorporated into this Order for all purposes.

**Section 2:** The WTCPUA shall hold a public hearing, beginning at \_\_\_\_\_ a.m., on August \_\_\_\_\_, 2019, at the City of Bee Cave, City Hall, 4000 Galleria Parkway, Bee Cave, Texas 78738, to review and discuss proposed amendments to the WTCPUA's wholesale and retail water and wastewater rates.

**Section 3:** The WTCPUA's General Manager, Comptroller, and General Counsel are authorized to take all actions necessary to carry out the purposes of this Order and otherwise comply with applicable Texas laws and regulations, as well as publish notice of this public hearing in the *Austin American Statesman*.

**PASSED AND APPROVED** this 20<sup>th</sup> day of June, 2019.

---

Scott Roberts, President  
Board of Directors

ATTEST:

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Ray Whisenant, Jr., Secretary  
Board of Directors

## **ITEM G**



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## LAND USE RESTRICTION EASEMENT

THE STATE OF TEXAS                    §  
    §  
 COUNTY OF TRAVIS                    §

**GRANT OF LAND USE RESTRICTION EASEMENT:**

**THE NATURE CONSERVANCY**, a non-profit corporation under the laws of the District of Columbia whose local address is 318 Congress Ave., Austin, TX 78701 (“TNC” or “Landowner”) for good and valuable consideration as described in this Easement, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, sell and convey unto the **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a non-profit public utility agency whose address is 13215 Bee Cave Parkway, Building B, Suite 110, Bee Cave, Texas (“WTCPUA”) a land use restriction (this “Easement”) upon, in, over, under, along, and across that certain 0.6054-acre tract of land owned by TNC, which is more particularly described in Exhibit A.

## RECITALS

A. The WTCPUA is the owner of a 2.022-acre tract of land located in Travis County, Texas, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the “Pump Station Tract”), on which the WTCPUA operates the Southwest Parkway Pump Station.

B. As part of WTCPUA's site development permit requirements with the City of Austin for the construction of additional improvements on the Pump Station Tract, WTCPUA needs to include additional land as an "undisturbed area" in its permit application.

C. TNC's Barton Creek Preserve is located adjacent to the Pump Station Tract, and WTCPUA has requested TNC permission to include a 0.6054-acre tract of TNC land as an "undisturbed area" in its permit application and to keep such tract undeveloped.

D. TNC is amenable to WTCPUA's request subject to the terms and conditions set forth in this Easement.

1. Term. This Easement shall continue in effect for as long as the Pump Station Tract is utilized for the Southwest Parkway Pump Station and the Undisturbed Easement Tract (defined below) is required for the site development permit. However, this Easement may be earlier terminated by TNC upon any violation of the terms herein by WTCPUA and said violation is not satisfactorily cured within 30 days after receipt of notice from TNC, or if said site development permit is no longer in force.

2. Purpose of Easement. The purpose of the Easement is to impose the following restriction (the "Land Restriction") on that certain tract of land comprised of 0.6054 acre located in Travis County, Texas, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Undisturbed Easement Tract"): There shall be no construction of buildings, structures or other improvements on the Undisturbed Easement Tract; provided, however, that TNC may mow, treat, maintain, burn, and conduct other activities upon, in, over, under, along, and across the Undisturbed Easement Tract that do not include affixing any improvements on the tract or changing the tract's topography.

3. Fee. In consideration of the Easement, WTCPUA hereby agrees to pay TNC a fee in the amount of \$25,000 within ten (10) days of the execution of this Easement.

4. No Right of Entry. No right of entry or activity on the Undisturbed Easement Tract is granted to WTCPUA or any other party by this Easement.

5. No Representations or Warranties. This Easement is granted without express or implied warranty. The Easement is nonexclusive and is subject to all matters of record. TNC makes no representation or warranty that no conflict between the Land Restriction and any matters of record exists. In the event of any conflict, the previously recorded matter shall control. Further, TNC makes no representation or warranty that the Easement or the Land Restriction shall suffice for WTCPUA's permit requirements.

6. Release and Indemnification. WTCPUA hereby releases, and agrees to indemnify, defend (with counsel approved by TNC) and hold harmless, TNC from and against any claims, costs, liabilities, damages, losses or expenses of any kind or nature whatsoever (including, but not limited to, court costs and reasonable attorneys' fees and expenses) arising or resulting from this Easement, WTCPUA's permit, or any activities on the Pump Station Tract. THIS INDEMNITY EXPRESSLY APPLIES TO CLAIMS AND LIABILITIES ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE NEGLIGENCE OF TNC.

7. No Use of TNC Name/Logo. WTCPUA may not use TNC's name or logo in any way without the prior written consent from TNC, except to the extent necessary to comply with legal requirements.

8. No Endorsement. This Easement and the Land Restriction shall in no event be construed as an endorsement of WTCPUA's activities.

9. Transfer of Pump Station. Any transfer of the Southwest Parkway Pump Station or the Pump Station Tract to a for-profit entity shall require TNC's consent, or, if such consent is not obtained, TNC shall have the right to terminate and release this Easement.

10. Enforcement. WTCPUA shall have the right to enforce this Easement against any violation by TNC of the Land Restriction using all available legal and equitable remedies; provided, however, that prior to taking any judicial action against TNC, WTCPUA shall provide TNC with written notice of the violation together with thirty (30) days' opportunity to cure the violation.

11. Compliance with Laws. WTCPUA shall comply with all statutes, laws, ordinances, rules, regulations and permits in connection with its operation of the Southwest Parkway Pump Station.

12. Recording. WTCPUA shall record this Easement in the Real Property Records of Travis County, Texas.

13. Binding Effect. This Easement shall run with the land, and rights and obligations of this Easement shall be binding upon the successors in title to the Undisturbed Easement Tract, the Pump Station Tract and the Southwest Parkway Pump Station.

*[Signatures on following pages.]*



AGREED AND ACCEPTED:

**GRANTEE:  
WEST TRAVIS COUNTY PUBLIC UTILITY  
AGENCY**

By: \_\_\_\_\_  
Jennifer Riechers, General Manager

STATE OF TEXAS               §  
COUNTY OF TRAVIS          §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by Jennifer Riechers, General Manager of the West Travis County Public Utility Agency on behalf of said Agency.

Notary Public, State of Texas  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

After recording, please return to:  
Stefanie Albright  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress, Suite 1900  
Austin, Texas 78701

**EXHIBITS:**

Exhibit A – Undisturbed Easement Tract

Exhibit B – Pump Station Tract

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

FIELDNOTE DESCRIPTION, to accompany survey, of a 0.6054 acre tract out of the Mrs. Lucinda Madden Survey No. 206, Abstract No. 2283, Travis County, Texas, being out of that 3,156.83 acre tract conveyed to The Nature Conservancy of Texas, Inc. recorded in Volume 12122, Page 836 of the Real Property Records of Travis County Texas; the said 0.6054 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod with aluminum cap marked "LCRA" found for the northwest corner of that certain 2.022 acre tract conveyed to West Travis County Public Utility Agency recorded in Document No. 2012106240 of the Official Public Records of Travis County, Texas, from which a TxDOT Type 1 monument found for an angle point on the common easterly right-way-line of State Highway 71 (highway centerline station 1577+52.25, 60.00 left) and the westerly line of the aforesaid 2.022 acre tract, bears S86°18'09"W, 850.85 feet;

THENCE, S65°14'26"E, with the north line of the said 2.022 acre tract and across the said 3,156.83 acre tract, for a distance of 173.88 feet, to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the northeast corner of the said 2.022 acre tract, same being the northwest corner and POINT OF BEGINNIG of the herein described tract;

THENCE, leaving the east line of the said 2.022 acre tract, continuing across the said 3,156.83 acre tract, for the following three (3) courses:

- 1) S65°12'37"E, 116.00 feet, to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc." set, for the northeast corner of the herein described tract;
- 2) S24°47'23"W, 227.34 feet, to a 1/2" iron rod with plastic cap marked "Capital Surveying Company, Inc.", set for the southeast corner of the herein described tract;
- 3) N65°12'37"W, 116.00 feet to a 1/2" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the most easterly southeast corner of the said 2.022 acre tract, being the most easterly southeast corner of that 0.073 acre tract, described in Exhibit B, as retained by Lower Colorado River Authority recorded in Document No. 2012106240 of the said Official Public Records, same being the southwest corner of the herein described tract;

THENCE, N24°47'23"E, continuing across the said 3,153.83 acre tract, with the east line of the said 2.022 acre at 58.67 a 1/2" iron rod, with aluminum cap marked "LCRA", found for the northeast corner of the aforesaid 0.073 acre tract and continuing along the east line of the said 2.022 acre tract, for a total distance of 227.34 feet to the POINT OF BEGINNING, CONTAINING within these and bounds 0.6054 acres of land area.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone, NAD83 (Grid).

I, Blaine J. Miller, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 6th day of February, 2019.



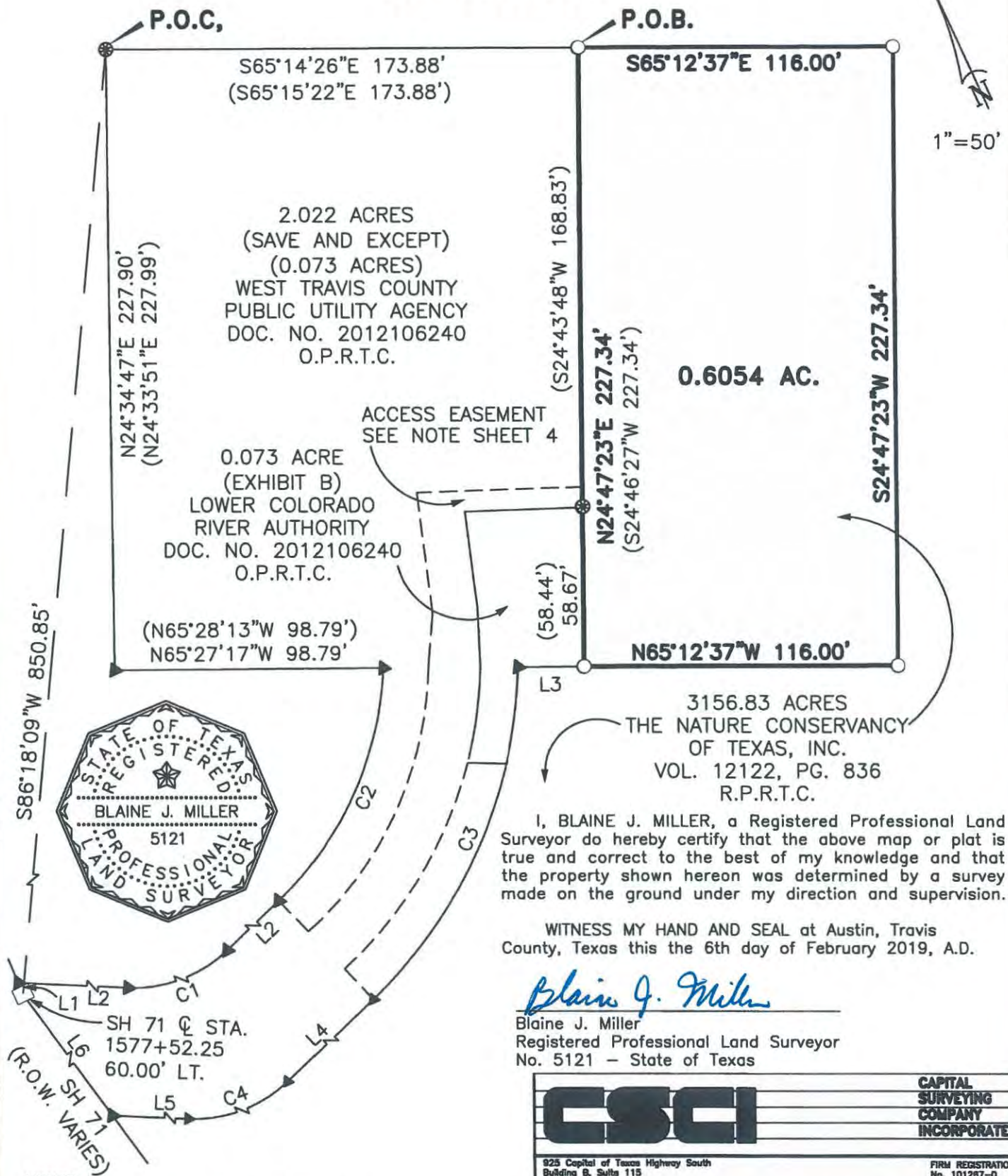
*Blaine J. Miller*

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Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 State of Texas



**SKETCH TO ACCOMPANY DESCRIPTION OF  
0.6054 ACRES OUT OF THE  
MRS. LUCINDA MADDEN SURVEY NO. 205, ABST., NO. 2283  
TRAVIS COUNTY, TEXAS**



**NOTES:**

- 1) BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(GRID)
- 2) SEE SHEET 4 FOR CURVE TABLE, LINE TABLE AND LEGEND.

I, BLAINE J. MILLER, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 6th day of February 2019, A.D.

*Blaine J. Miller*

Blaine J. Miller  
Registered Professional Land Surveyor  
No. 5121 - State of Texas

<b>CSCI</b>		<b>CAPITAL SURVEYING COMPANY INCORPORATED</b>	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 327-4008		FIRM REGISTRATION No. 101287-0	
DRAWN BY:	BJM	SCALE:	1" = 50'
JOB NO.:	17516.30	DATE:	FEBRUARY 5, 2019
DRAWING NO.:	17516E1	CRD #:	17516
			<b>3 of 4</b>

**SKETCH TO ACCOMPANY DESCRIPTION OF  
0.8054 ACRES OUT OF THE  
MRS. LUCINDA MADDEN SURVEY NO. 205, ABST., NO. 2283  
TRAVIS COUNTY, TEXAS**

LINE TABLE			
NO.	BEARING	DISTANCE	RECORD
L1	N02°21'03"E	4.56'	(N02°20'07"E 4.56')
L2	S62°28'19"E	631.55'	(S62°29'15"E 631.55')
L3	N65°27'17"W	24.20'	(N65°28'13"W 24.20')
L4	S71°24'32"W	125.91'	(S71°23'36"W 125.91')
L5	N62°28'19"W	592.89'	(N62°29'15"W 592.89')
L6	N11°08'47"W	58.76'	(N11°09'43"W 58.76')

**CURVE TABLE**

C1	(C1)
Δ=46°07'09"	(Δ=46°07'09")
R=118.94'	(R=118.94')
A=95.74'	(A=95.74')
C=93.17'	(C=93.17')
Cb=S85°31'53"E	(Cb=S85°32'49"E)
C1	(C1)
Δ=46°07'09"	(Δ=46°07'09")
R=118.94'	(R=118.94')
A=95.74'	(A=95.74')
C=93.17'	(C=93.17')
Cb=S85°31'53"E	(Cb=S85°32'49"E)
C2	(C2)
Δ=43°36'10"	(Δ=43°36'10")
R=126.63'	(R=126.63')
A=96.37'	(A=96.37')
C=94.06'	(C=94.06')
Cb=N49°36'27"E	(Cb=N49°35'31"E)
C3	(C3)
Δ=44°31'36"	(Δ=44°31'36")
R=176.63'	(R=176.63')
A=137.27'	(A=137.27')
C=133.84'	(C=133.84')
Cb=S49°08'45"W	(Cb=S49°07'49"W)
C4	(C4)
Δ=46°07'09"	(Δ=46°07'09")
R=168.94'	(R=168.94')
A=135.99'	(A=135.98')
C=132.34'	(C=132.34')
Cb=N85°31'53"W	(Cb=N85°32'49"W)

**LEGEND**

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
R.P.R.T.,C.	REAL PROPERTY RECORDS TRAVIS COUNTY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
○	IRON ROD SET WITH CAP MARKED "CAPITAL SURVEYING CO. INC."
⊗	IRON ROD FOUND WITH ALUMINUM CAP MARKED "LCRA"
▲	CALCULATED POINT
□	CONCRETE MONUMENT FOUND

NOTE: ACCESS TO THE 0.073 ACRE TRACT SHOWN HEREON IS FROM THAT 1.061 ACRE ACCESS EASEMENT RETAINED BY THE LOWER COLORADO RIVER AUTHORITY (EXHIBIT C) IN DOCUMENT NO. 2012106240 O.P.R.T.C.

<b>CSCI</b>		<b>CAPITAL SURVEYING COMPANY INCORPORATED</b>
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78748 (512) 327-4008		FIRM REGISTRATION No. 101287-0
DRAWN BY: BJM	SCALE: 1" = 50'	F.B.
JOB NO.: 17516.30	DATE: FEBRUARY 5, 2019	SHEET NO.:
DRAWING NO.: 17516E1	CRD #: 17516	4 of 4

## **ITEM I**



## An Agreement for the Provision of Limited Professional Services

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

dlozano@murfee.com

Date: March 12<sup>th</sup>, 2019

Client: WTC Public Utility Agency

13215 Bee Cave Parkway

Building B, Suite 110

Bee Cave, Texas 78738

generalmanager@wtcpua.org

Project No.: 11051.\_\_\_\_ WTCPUA Work Order No. \_\_\_\_\_

**Project Name:** Hamilton Pool Road Pump Station Ground Storage Tank No. 2 Design, Approval & Construction Administration

**Scope/Intent and Extent of Services:** Engineering Services shall be inclusive as necessary to assist the Client with permitting, design and construction administration as necessary for the Hamilton Pool Road Pump Station (HPRPS) Ground Storage Tank No. 2 (GST #2) project. Services shall include preparation of a site plan in accordance with Travis County ordinances, submission to Travis County, resolution of staff comments, and assistance with the approval process. Design phase services shall include preparation of construction plans, which shall include surveying, geotechnical investigation, electrical engineering, etc., as necessary to provide a complete set of plans and specifications, and securing TCEQ approval for construction. Construction phase services include administration of the construction contract, which consists of the bidding phase, review of submittals, construction observation & testing (including structural & electrical), geotech, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administrate the construction contract through final completion, including engineer's certifications upon completion. GST #2 will be a pre-stressed concrete tank and will have the same dimensions and capacity as the existing ground storage tank. The exact location of the tank within the pump station site will be determined during the preliminary engineering phase.

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

Preliminary Engineering	\$ 20,150
Site Plan & Jurisdictional Coordination	\$ 34,380
Design and Preparation of Construction Plans & Specs	\$ 56,530
Procurement through Award & Construction Administration	\$ 25,710
Correspondence and Communication Throughout the Project	\$ 5,700
Outside Services	\$ 45,218
	<hr/>
	\$187,688

The estimated fees do not include review fees, direct reimbursable expenses, or architectural design. Additional Services fees must have WTCPUA approval prior to expenditure. The Contract amount for this project shall not exceed the total amount of \$187,688 as listed above without Board approval by the WTCPUA.

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

Offered By:  
Murfee Engineering Co.

Accepted By:  
WTC Public Utility Agency

By:  3.12.19  
Dennis Lozano, P.E. Date

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

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

MANPOWER & BUDGET ESTIMATE

Client: WTCPUA  
Project: WBCPS GST No. 2 Design, Permitting & Construction Administration

Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
	Hourly Rate	\$300	\$250	\$200	\$175	\$145	\$160	\$80	\$115	\$95	\$165	\$110	\$95	\$85		
1. Preliminary Engineering (review record drawings, submittals, design details, easements, etc.) (Includes 1 meeting with client) 2. Site Plan & Jurisdictional Coordination 3. Design & Preparation of Construction Plans & Specs 4. Procurement Through Award and Construction Administration 5. Correspondence and Communication		2	13	6	24	24	5		14	14	20		4		126	\$ 20,150.00
		1	4	8	32	40	40		20	20	40		16	16	237	\$ 34,380.00
		1	12		32	74	8		42	22	128		44	40	403	\$ 56,530.00
		1	9		28	36		100	24	24					222	\$ 25,710.00
		1	8		8	8			4	4					33	\$ 5,700.00
															1021	\$ 142,470.00
Outside Services																
Constructability Review																\$ 4,000.00
Concrete Observation and Testing																\$ 14,950.00
Geotechnical Investigation																\$ 7,500.00
Electrical Design																\$ 14,768.00
Surveying																\$ 4,000.00
	Hours	6	46	14	124	182	53	100	104	84	188	0	64	56		
	Labor Cost	\$1,800	\$11,500	\$2,800	\$21,700	\$26,390	\$8,480	\$8,000	\$11,960	\$7,980	\$31,020	\$0	\$6,080	\$4,760	TOTAL	\$ 187,688.00

Notes:

## **ITEM J**



Partners for a Better Quality of Life

May 7, 2019

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

Re: Supplemental Services Scope & Fee Proposal for the Uplands WTP Trident Room & Office  
Building Renovations Project (WTCP1800076)

Dear Jennifer:

This project was originally bid on September 5, 2018. We had bid the project in two phases, the process equipment painting portion of the project and the building renovations portion of the project. As you may recall, we recommended not proceeding with the building renovations project because we only received one bidder, who did not have the pertinent project experience to complete this project in our opinion. The board followed our recommendation and we proceeded with construction of the process equipment painting portion of the project only. The first construction project involving the process equipment painting is now complete and we are ready to proceed with the second phase of construction to complete the building renovations.

In order to proceed with the second phase of construction for the building renovations, we must rebid the project. In addition, staff has requested a few additional design items be added to the project scope.

Revisions to Scope:

1. Add Lighting under the service platform between Trident treatment units.
2. Add a dishwasher to Conference/Breakroom.
3. Infill some of the interior windows (walk-up counter locations to be identified)
4. Change out inoperable bi-level water cooler, to a single unit mounted at ADA Height, new cooler to include a bottle filler.
5. Assist in selection of furniture and develop a furnishings plan. Furnishings to be bid by the general contractor.
6. Replace all ceiling tile in a building not currently part of project scope. Will require a site visit to field measure, create background drawings, and develop a reflected ceiling plan for contractor to bid the work.
7. Submit City of Bee Cave site permit application.

200 West Highway 6, Suite 620  
Waco, Texas 76712  
TBPE # F-1741  
TBPLS # 10194124  
(p) 254.772.9272 - (f) 254.776.2924  
www.cpyi.com



The breakdown below identifies the additional services and fees required for CP&Y to proceed with revisions to the construction and bid documents, bidding services and construction administration services for this phase of the project.

The scope of services and fee proposal from CP&Y dated October 4, 2017 for this project and the Engineering Services Agreement between West Travis County Public Utility Agency (Owner) and CP&Y, Inc. (Engineer/Consultant), dated August 17, 2017, remains in place for this portion of the work.

Task 30 – Project Management	\$ 2,000.00
Task 35 – City of Bee Cave Permit Application	\$ 1,500.00
Task 41 – Design Services	\$13,650.00
Task 51 – Bidding Services	\$ 6,310.00
Task 61 – Construction Administration	\$ 6,570.00
Task 71 – Field Representative/Observation	\$ 7,820.00
Task 90 – Electrical Design	\$ 5,000.00
Task 93 – Plumbing Design	\$ 500.00
TOTAL	<u>\$43,350.00</u>

The above services do not include any traffic impact analysis, TxDOT permitting, rezoning application and services, or other services not specifically identified herein or in the original project agreement.

Please review this proposal for supplemental services on this project and if satisfactory, please sign and return to me at your earliest convenience. If you have any questions you can contact me at 254-772-9272 or at [swetzel@cpyi.com](mailto:swetzel@cpyi.com).

Sincerely,



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

SCW:scw

cc: File

Accepted By:

\_\_\_\_\_  
Signature:

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

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



## **VIII. STAFF REPORTS**

# ITEM A



# General Manager's Report

June 20, 2019

## Personnel Update

- John Deleon hired as Line Maintenance Crew Leader (from Aerotek).
- Tony Rangel received Customer Service Inspection (CSI) license.

## Significant Meeting Updates

- Met with Dripping Springs ISD representatives regarding proposed new school facility at Darden Hill and Sawyer Ranch Road.
- Met with staff and SCADA representatives regarding SCADA system status and upgrades.
- Attended monthly progress meeting with RTS Solutions regarding Meter Replacement Project.
- Wastewater facilities tour with Bubba Harkrider.
- Water facilities tour with Curtis Jeffery.
- Meetings with Nelisa Heddin regarding current rate study.
- Meeting with Kristi Hester, Inframark, regarding Billing Agreement with TC MUD 22

## Noteworthy Events

- Initiated contract with Tyler Technologies for new billing/accounting software. Kicking off transition meetings in July.
- Developing new design of Consumer Confidence Report to be available to all customers (on website) by July 1, 2019.
- Implementing Stage 2 Mandatory Watering restrictions effective July 1, 2019. Notifications posted on monthly bills mailed in June.

## **ITEM B**

**West Travis County Public Utility Agency**  
**Budget to Actual Report-General Fund**  
**May 2019 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison**

	May 19	Oct '18 - May 19	Oct '17 - May 18	Annual Budget	% of Budget
<b>Income</b>					
30 · Water Department-Rev	\$ 1,492,438	\$ 10,212,162	\$ 11,785,068	\$ 22,069,000	46.3%
31 · Wastewater Department-Rev	405,232	3,328,091	3,326,320	5,265,000	63.2%
32 · Investment Income	5,016	43,019	26,520	60,000	71.7%
33 · Other Income	150	8,174	4,976	4,000	204.4%
<b>Total Income</b>	<b>\$ 1,902,836</b>	<b>\$ 13,591,447</b>	<b>\$ 15,142,885</b>	<b>\$ 27,398,000</b>	<b>49.6%</b>
<b>Expense</b>					
<b>41 · Water Department - Exp</b>					
16101 · Maintenance & Repairs-W	\$ 51,076	\$ 423,545	\$ 542,872	\$ 827,800	51.2%
16110 · Grounds Maintenance-W	2,550	29,290	21,110	34,000	86.1%
16120 · Raw Water-W	84,709	594,397	624,713	1,139,800	52.1%
16130 · Chemicals-W	19,709	122,890	119,415	242,600	50.7%
16140 · Sludge Disposal-W	22,220	165,063	172,033	285,600	57.8%
16160 · Utilities-W	90,151	607,532	715,333	1,238,400	49.1%
16170 · Permit Expense-W	2,087	19,777	17,153	17,800	111.1%
16172 · Laboratory Fees-W	1,839	15,778	20,564	30,100	52.4%
16175 · SER Legal & Engineer Fees-W	37,383	109,751	121,457	30,000	365.8%
16178 · Construction Inspection Fees-W	1,288	80,494	48,790	207,000	38.9%
16180 · Contracted Services-W	6,033	50,787	43,939	69,700	72.9%
16190 · Other Expenses-W	918	42,977	13,111	12,000	358.1%
<b>Total 41 · Water Department - Exp</b>	<b>319,963</b>	<b>2,262,282</b>	<b>2,460,488</b>	<b>4,134,800</b>	<b>54.7%</b>
<b>42 · Wastewater Department - Exp</b>					
16201 · Maintenance & Repairs-WW	3,913	141,061	196,445	273,000	51.7%
16210 · Grounds Maintenance-WW	3,250	37,753	26,820	40,000	94.4%
16230 · Chemicals-WW	5,279	34,512	33,104	46,300	74.5%
16236 · Pre-Treatment Program-WW	2,194	14,926	23,057	32,000	46.6%
16240 · Sludge Disposal-WW	53,100	436,570	492,978	759,700	57.5%
16260 · Utilities-WW	22,731	176,815	164,602	260,300	67.9%
16270 · Permit Expense-WW	-	1,250	1,250	1,300	96.2%
16272 · Laboratory Fees-WW	1,707	18,449	55,778	74,000	24.9%
16275 · Lease-Effluent Pond-WW	-	93,000	93,000	96,300	96.6%
16280 · Contracted Services-WW	-	4,274	5,631	12,300	34.8%
16290 · Other Expense-WW	114	1,107	1,253	1,800	61.5%
<b>Total 42 · Wastewater Department - Exp</b>	<b>92,288</b>	<b>959,717</b>	<b>1,093,919</b>	<b>1,597,000</b>	<b>60.1%</b>
<b>43 · Shared Department-Exp</b>					
17105 · Billing System & Support	7,819	67,315	72,149	224,200	30.0%
17110 · Insurance	-	115,244	118,819	116,400	99.0%
17125 · Occupancy	25,429	189,884	115,148	250,000	76.0%
17400 · Payroll Expense	333,630	2,080,491	1,878,869	3,039,700	68.4%
17500 · Professional Services	69,374	488,232	383,613	804,700	60.7%
17660 · Utilities	2,111	18,499	30,169	34,500	53.6%
17700 · Vehicle Expense	4,716	58,003	93,971	119,700	48.5%
17800 · Other Expenses	10,802	96,589	102,711	169,200	57.1%
17950 · Bad Debt Expense	(675)	(3,142)	29,080	136,700	-2.3%

**West Travis County Public Utility Agency**  
**Budget to Actual Report-General Fund**  
May 2019 and 2019 Fiscal Year to Date with 2018 Fiscal Year to Date Comparison

	<b>May 19</b>	<b>Oct '18 - May 19</b>	<b>Oct '17 - May 18</b>	<b>Annual Budget</b>	<b>% of Budget</b>
Total 43 · Shared Department-Exp	453,206	3,111,114	2,824,531	4,895,100	63.6%
50 · Capital Outlay	-	-	152,423	500,000	0.0%
<b>Total Expense</b>	<b>\$ 865,457</b>	<b>\$ 6,333,113</b>	<b>\$ 6,531,361</b>	<b>\$ 11,126,900</b>	<b>56.9%</b>
<b>Net Ordinary Income</b>	<b>\$ 1,037,379</b>	<b>\$ 7,258,334</b>	<b>\$ 8,611,524</b>	<b>\$ 16,271,100</b>	<b>44.6%</b>
<b>Transfers Out</b>					
18000 · Transfer to Debt Service Fd-GOF	777,083	6,216,667	6,746,667	9,325,000	66.7%
18010 · Transfer to Facilities Fund-GOF	194,271	1,554,167	1,686,667	2,331,250	66.7%
<b>Total Transfers Out</b>	<b>971,354</b>	<b>7,770,833</b>	<b>8,433,333</b>	<b>11,656,250</b>	<b>66.7%</b>
<b>Net Income (Deficit)</b>	<b>\$ 66,025</b>	<b>\$ (512,500)</b>	<b>\$ 178,190</b>	<b>\$ 4,614,850</b>	

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

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
<b>ASSETS</b>							
Cash & Investments							
01 · Cash & Cash Equivalents	\$ 2,767,043	\$ 1,420,854	\$ 903	\$ 4,355,799	\$ 5,096,682	\$ 15,040,830	\$ 28,682,111
02 · Investments	3,075,943	5,846,258	3,047,317	16,926,366	24,621,130	28,962,932	82,479,946
Total Cash & Investments	5,842,986	7,267,113	3,048,219	21,282,165	29,717,812	44,003,763	111,162,057
Accounts Receivable	2,533,837	-	-	-	-	-	2,533,837
Other Current Assets							
05 · Receivables-Other	26,035	-	-	-	-	-	26,035
06 · Due from Other Funds	12,808,756	1,115,979	-	-	1,541,695	1,983,612	17,450,043
08 · Deposits	24,461	-	-	-	-	-	24,461
Total Other Current Assets	12,859,253	1,115,979	-	-	1,541,695	1,983,612	17,500,539
<b>TOTAL ASSETS</b>	<b>\$ 21,236,076</b>	<b>\$ 8,383,092</b>	<b>\$ 3,048,219</b>	<b>\$ 21,282,165</b>	<b>\$ 31,259,507</b>	<b>\$ 45,987,375</b>	<b>\$ 131,196,433</b>
<b>LIABILITIES &amp; FUND BALANCES</b>							
Liabilities							
Accounts Payable	\$ 1,347,161	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,347,161
Other Current Liabilities							
13 · Refundable Deposits	690,083	-	-	-	-	-	690,083
14 · Other Accrued Liabilities	86,356	-	-	-	-	-	86,356
15 · Due to Other Funds	4,641,341	2,038,052	-	-	10,690,432	80,218	17,450,043
Total Other Current Liabilities	5,417,780	2,038,052	-	-	10,690,432	80,218	18,226,482
Total Liabilities	6,764,941	2,038,052	-	-	10,690,432	80,218	19,573,643
Fund Balances							
20 · Fund Balances-Beginning of Year	14,983,634	5,574,628	3,008,007	17,373,166	20,559,245	39,420,687	100,919,368
Net Income (Deficit)	(512,500)	770,411	40,212	3,908,999	9,831	6,486,470	10,703,423
Total Fund Balances	14,471,135	6,345,040	3,048,219	21,282,165	20,569,076	45,907,157	111,622,791
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 21,236,076</b>	<b>\$ 8,383,092</b>	<b>\$ 3,048,219</b>	<b>\$ 21,282,165</b>	<b>\$ 31,259,507</b>	<b>\$ 45,987,375</b>	<b>\$ 131,196,433</b>

**West Travis County Public Utility Agency**  
**Profit & Loss-All Funds**  
October 2018 through May 2019

	<b>1 General Fund</b>	<b>2 Facilities Fund</b>	<b>3 Rate Stabilization Fund</b>	<b>4 Debt Service Fund</b>	<b>5 Capital Projects Fund</b>	<b>6 Impact Fee Fund</b>	<b>TOTAL</b>
<b>Income</b>							
30 · Water Department-Rev	10,212,162	-	-	-	-	6,751,976	16,964,138
31 · Wastewater Department-Rev	3,328,091	-	-	-	-	885,163	4,213,254
32 · Investment Income	43,019	78,624	40,212	227,328	331,141	399,714	1,120,038
33 · Other Income	8,174	-	-	-	-	-	8,174
<b>Total Income</b>	<b>13,591,447</b>	<b>78,624</b>	<b>40,212</b>	<b>227,328</b>	<b>331,141</b>	<b>8,036,853</b>	<b>22,305,604</b>
<b>Expense</b>							
41 · Water Department - Exp	2,262,282	-	-	-	-	-	2,262,282
42 · Wastewater Department - Exp	959,717	-	-	-	-	-	959,717
43 · Shared Department-Exp	3,111,114	-	-	-	-	465	3,111,579
50 · Capital Outlay							
52 · Capital Projects Fund							
26015 · RWI/PS Expansion Ph 1-D&A	-	-	-	-	8,184	-	8,184
26020 · RWI/PS Expansion Ph 1-C	-	-	-	-	232,310	-	232,310
26025 · RW TM #2-D&A	-	-	-	-	275,315	-	275,315
26105 · SWPPS Upgrade Ph 1-D&A	-	-	-	-	7,588	-	7,588
26125 · 1340 EST-D&A	-	-	-	-	94,278	-	94,278
26130 · 1340 EST-C	-	-	-	-	1,028,546	-	1,028,546
26135 · 1340 PS Upgrade-D&A	-	-	-	-	3,718	-	3,718
26145 · 1340 TM-D&A	-	-	-	-	51,383	-	51,383
26150 · 1340 TM-C	-	-	-	-	1,897,230	-	1,897,230
26205 · HPR Conv & Upgrade to 1500-D&A	-	-	-	-	34,185	-	34,185
26215 · WBCPS GST 2 Upgrade Ph 2&3-D&A	-	-	-	-	53,119	-	53,119
26225 · 1080 Bee Cave TM-D&A	-	-	-	-	61,752	-	61,752
26245 · Warranty Work-1280 EST Repairs	-	-	-	-	7,913	-	7,913
26305 · WW Master Planning & Permitting	-	-	-	-	468	-	468
26315 · Bohls WWTP Expansion-D&A	-	-	-	-	29,533	-	29,533
26325 · Effluent Disposal-D&A	-	-	-	-	10,085	-	10,085
26950 · Developer Reimbursements	-	-	-	-	1,525,706	-	1,525,706
<b>Total 52 · Capital Projects Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,321,310</b>	<b>-</b>	<b>5,321,310</b>
53 · Facilities Fund							
45025 · Uplands WTP Off/Trident Bld-D&A	-	58,170	-	-	-	-	58,170
45030 · Uplands WTP Off/Trident Bld-C	-	387,028	-	-	-	-	387,028
45035 · Tank & PS Repainting-D&A	-	36,361	-	-	-	-	36,361
45040 · Tank & PS Repainting-C	-	134,079	-	-	-	-	134,079



**West Travis County Public Utility Agency**  
**Profit & Loss-All Funds**  
October 2018 through May 2019

	1 General Fund	2 Facilities Fund	3 Rate Stabilization Fund	4 Debt Service Fund	5 Capital Projects Fund	6 Impact Fee Fund	TOTAL
45105 · SCADA	-	47,690	-	-	-	-	47,690
45125 · Meter Purchases	-	19,315	-	-	-	-	19,315
45130 · Automated Metering Proj-Install	-	98,605	-	-	-	-	98,605
45300 · Wastewater System Large M&R	-	31,321	-	-	-	-	31,321
45500 · Mobile Equipment	-	49,810	-	-	-	-	49,810
Total 53 · Facilities Fund	-	862,379	-	-	-	-	862,379
Total 50 · Capital Outlay	-	862,379	-	-	5,321,310	-	6,183,690
55 · Debt Service	-	11,425,944	-	4,090,294	-	-	15,516,238
Total Expense	6,333,113	12,288,323	-	4,090,294	5,321,310	465	28,033,505
Net Ordinary Income (Deficit)	7,258,334	(12,209,699)	40,212	(3,862,966)	(4,990,169)	8,036,388	(5,727,902)
60 · Other Financing Sources							
Bond Proceeds	-	11,425,944	-	5,380	5,000,000	-	16,431,325
Transfers In	-	1,554,167	-	7,766,585	-	-	9,320,751
Total 60 · Other Financing Sources	-	12,980,111	-	7,771,965	5,000,000	-	25,752,076
61 · Other Financing Uses							
Transfers Out	7,770,833	-	-	-	-	1,549,918	9,320,751
Total 61 · Other Financing Uses	7,770,833	-	-	-	-	1,549,918	9,320,751
Net Income (Deficit)	(512,500)	770,411	40,212	3,908,999	9,831	6,486,470	10,703,423



## ORDER APPOINTING INVESTMENT OFFICERS

THE STATE OF TEXAS §

COUNTIES OF TRAVIS §  
AND HAYS §

WHEREAS, the West Travis County Public Utility Agency (the "Agency") is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and Lake Pointe Municipal Utility District and governed by Chapter 572 of the Texas Local Government Code; and

WHEREAS, the Agency invests funds within its control pursuant to the Public Funds Investment Act, Texas Government Code, Chapter 2256 and the Agency's Investment Policy;

WHEREAS, Section 2256.005(f) of the Texas Government Code provides that each investing entity shall designate one or more officers or employees of the local government as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity;

WHEREAS, the Agency employs a General Manager and a Controller; and

WHEREAS, the Board of Directors of the Agency desires to appoint the Agency General Manager as the primary Investment Officer of the Agency with oversight of all investments for the Agency; and

WHEREAS, the Board of Directors of the Agency desires to appoint the Agency Controller as an Investment Officer for the Agency with the authority to, upon prior approval by the primary Investment Officer, make investments on behalf of the Agency and transfer Agency funds within Agency accounts.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY THAT:

Section 1. That the declarations, findings and facts contained, recited, or repeated in the preamble of this Order are made a part hereof and hereby adopted as found and declared to be true and complete.

Section 2. This Order supersedes and replaces that certain "Order Appointing Investment Officers" dated February 20, 2014; that certain "Order Appointing Investment Officers" dated March 1, 2012; and that certain "Order Appointing Investment Officers" dated March 17, 2016.

Section 3. The Agency General Manager shall be appointed as the primary Investment Officer of the Agency.

Section 4. The Agency Controller shall be appointed as an Investment Officer of the Agency.

Section 5. The Investment Officers shall serve until the appointment is rescinded by the Board, until the expiration of the officer's term, or the termination of the person's employment by the Agency.

Section 6. The Investment Officers shall be required to attend investment training in accordance with the Texas Public Funds Investment Act.

PASSED AND APPROVED the 20th day of June 2019.

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Scott Roberts  
President, Board of Directors

ATTEST:

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Ray Whisenant  
Secretary, Board of Directors

## **ITEM C**



Partners for a Better Quality of Life

June 11, 2019

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

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

Dear Jennifer:

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

1. Tank & Pump Station Recoating Project (eight locations) – CFG has completed the project and is currently working on finishing punch list items. Once they have completed the punch list items, we will schedule a final walkthrough with PUA staff. CFG's final payment application will be processed once they have submitted all closeout documents and passed the walkthrough. The substantial completion deadline for this project was February 1, 2019.
2. Uplands WTP & High Service Pump Station Renovations – Travis Industries has completed all the punch list items and has submitted the closeout paperwork. We have submitted their final payment application for approval at the June board meeting.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott C. Wetzel'.

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**

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**DATE:** June 12<sup>th</sup>, 2019

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

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

**RE:** Capital Improvements Plan Projects Update – June 2019

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

**MEC File No.: 11051.131**

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

### **Raw Water Line No. 2**

Site & NPS plans have been submitted to the City of Bee Cave, TxDOT, and Travis County. Comments from TxDOT have been addressed and resubmittal made. Regular meetings will begin being held with representatives of the Lake Pointe MUD and HOA. 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. The first bid advertisements are anticipated for this month.

### **Wastewater Permit Major Amendment**

The Major Amendment Application is currently in technical review. In a recent inquiry into the status of the permit the permit writer indicated that he is preparing the draft permit, indicating that TCEQ internal technical review is likely complete. 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**

The project has reached substantial completion and the line is in service. We are working to develop a staged implementation plan for the project for interim operation until the the system is ready for full implementation of the 1340 conversion (Sawyer Ranch Road service corridor). Restoration efforts have begun and are being coordinated with landowners.

### **1340 Elevated Storage Tank**

The EST has reached substantial completion and the project is in service in it's capacity under the interim implementation plan. The standpipe decommissioning and demolition, which is a part of the EST construction contract, is underway.

### **Bohls WWTP Expansion Design**

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

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

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 as well as a survey description of the property. Agreement on easement language has been tentatively reached.

### **1080 Transmission Main**

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

### **West Bee Cave Pump Station Ground Storage Tank No. 2**

The project is in preliminary contracting phase, with bonding, insurance, and execution of the construction contracts reaching finalization.

### **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.

**Wastewater Solids Management Master Plan**

The project is in the preliminary data gathering and research phase. Pilot program submittals are being reviewed for the interim deliverable recommendation.

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

A proposal for engineering services to provide the permitting, design, and construction administration for the project is presented in a separate agenda item.

## 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	99%	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%	Q3 2019	Q4 2019
1080 Transmission Main	Design & Easement Acquisition	\$356,750	N/A	\$356,750	30%	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	\$89,761	\$2,403,311	95%	Q2 2019	Q2 2019
1340 Elevated Storage Tank	Construction	\$1,729,000	N/A	\$1,729,000	85%	Q1 2019	Q1 2019
Bohls WWTP Expansion	Permitting & Design	\$481,000	N/A	\$481,000	75%	Q4 2019	Q4 2020
SWPPS Expansion	Permitting & Design	\$161,000	N/A	\$161,000	85%	Q2 2019	Q4 2019
West Bee Cave PS GST 2	Construction	\$1,274,452	N/A	N/A	0%	Q3 2019	Q3 2019
1240 Conversion at CLPS	Design	\$5,120	N/A	\$5,210	10%	Q2 2019	Q1 2019
Wastewater Solids Management Master Plan	Preliminary Engineering	\$140,735	N/A	\$140,735	2%	Q4 2019	Q2 2020
HPR PS GST 2	Proposal	\$187,688	N/A	\$187,688	N/A	TBD	TBD

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



**County Line Pump Station 1340 EST Site**





**County Line Pump Station 1340 EST Site**





**1340 Transmission Main Site Restoration**





**Travis County MUD 22 EST Site**





**Travis County MUD 22 EST Site**



## ITEM D



**WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**  
Regional Water Treatment Plant

# Operations Report

June 11, 2019

## Operations Overview

All TCEQ compliance parameters were within State limits during the month of May 2019. Please see the below process control summaries for the Water Treatment Plant and both Wastewater Treatment Plants.

### Process Overview of: May, 2019

Water Treatment Plant	Actual
AVG Raw Water	6.865 MGD
AVG Treated Water	6.598 MGD
PEAK Treated Water	10.001 MGD
AVG CFE Turbidity	0.09 NTU
AVG Chlorine	3.14 mg/L

Lake Point WWTP	Actual	Permit Limit
AVG Flow	0.438 MGD	0.675 MGD
MAX Flow	0.805 MGD	
AVG CBOD	1.40 mg/l	5 mg/l
AVG Fec.Coli	1.00 mg/l	20 mg/L
AVG NH3	0.05 mg/l	2 mg/L
AVG Turbidity	1.11 mg/l	3 mg/L

Bohls WWTP	Actual	Permit Limit
AVG Flow	0.313 MGD	0.325 MGD
MAX Flow	0.525 MGD	
AVG CBOD	2.30 mg/l	5 mg/L
AVG Fec.Coli	1.28 mg/l	20 mg/L
AVG NH3	0.09 mg/l	2 mg/L
AVG Turbidity	2.06 mg/l	3 mg/L

# 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	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	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	11/10-12/10	12/11-1/9	1/10-2/8	2/9-3/8	3/9-4/9	
Commercial Water	\$ 26,598	\$ 34,887	\$ 37,406	\$ 34,081	\$ 33,985	\$ 26,971	\$ 21,188	\$ 19,923	\$ 24,588	\$ 22,964	\$ 24,229	\$ 26,752	\$ 333,572
Commercial Base Water	24,418	24,371	24,257	24,257	24,244	23,998	23,637	23,631	23,902	23,984	24,041	24,142	\$ 288,882
Fire Hydrant Water	3,552	4,178	2,284	11,682	13,334	2,820	2,559	3,538	3,430	1,759	1,676	9,069	\$ 59,879
Multi Use Water	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	51,203	51,049	51,069	51,397	\$ 627,809
Residential Base Water	126,684	128,166	128,315	128,611	128,947	128,834	129,350	129,873	129,771	129,894	129,939	130,472	\$ 1,548,855
Residential Water	273,805	413,564	561,914	564,124	455,750	188,889	117,628	124,422	117,960	108,804	110,074	226,841	\$ 3,263,774
Irrigation Water	42,888	97,319	179,824	141,925	147,071	98,723	44,451	28,404	22,111	23,929	23,440	34,401	\$ 884,485
<b>TOTALS</b>	<b>\$ 548,224</b>	<b>\$ 754,169</b>	<b>\$ 989,036</b>	<b>\$ 959,617</b>	<b>\$ 854,198</b>	<b>\$ 525,422</b>	<b>\$ 390,848</b>	<b>\$ 382,853</b>	<b>\$ 372,965</b>	<b>\$ 362,383</b>	<b>\$ 364,468</b>	<b>\$ 503,075</b>	<b>\$ 7,007,257</b>

Bee Cave South	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	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	11/29-12/31	1/1-1/30	1/31-3/1	3/2-4/1	4/2-4/30	
Commercial Water	\$ 29,527	\$ 22,280	\$ 25,865	\$ 30,677	\$ 24,774	\$ 19,815	\$ 23,432	\$ 22,954	\$ 24,763	\$ 20,533	\$ 26,868	\$ 28,532	\$ 300,020
Commercial Base Water	7,235	7,232	7,232	6,980	7,232	7,232	7,232	7,267	7,344	7,425	7,244	7,496	\$ 87,152
Fire Hydrant Water	6,676	14,054	16,459	14,916	3,819	2,573	3,225	3,213	3,019	4,236	15,360	7,822	\$ 95,372
Residential Base Water	75,955	75,988	76,228	76,425	76,539	76,650	77,227	77,548	77,682	78,140	78,816	79,322	\$ 926,520
Residential Water	119,386	182,351	191,340	244,567	95,139	56,985	66,769	59,714	62,231	51,921	69,615	83,084	\$ 1,283,105
<b>TOTALS</b>	<b>\$ 238,778</b>	<b>\$ 301,905</b>	<b>\$ 317,124</b>	<b>\$ 373,566</b>	<b>\$ 207,503</b>	<b>\$ 163,256</b>	<b>\$ 177,886</b>	<b>\$ 170,696</b>	<b>\$ 175,040</b>	<b>\$ 162,254</b>	<b>\$ 197,903</b>	<b>\$ 206,257</b>	<b>\$ 2,692,169</b>

Homestead / Meadow Fox	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	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	11/20-12/19	12/20-1/22	1/23-2/19	2/20-3/20	3/21-4/18	
Residential Base Water	\$ 6,944	\$ 6,955	\$ 6,898	\$ 6,900	\$ 6,905	\$ 6,903	\$ 6,910	\$ 6,957	\$ 6,964	\$ 7,005	\$ 7,009	\$ 7,011	\$ 83,362
Residential Water	8,535	16,902	16,164	19,958	13,284	6,295	6,056	6,176	6,566	5,756	5,063	5,797	\$ 116,552
<b>TOTALS</b>	<b>\$ 15,480</b>	<b>\$ 23,857</b>	<b>\$ 23,063</b>	<b>\$ 26,858</b>	<b>\$ 20,190</b>	<b>\$ 13,198</b>	<b>\$ 12,966</b>	<b>\$ 13,132</b>	<b>\$ 13,530</b>	<b>\$ 12,761</b>	<b>\$ 12,072</b>	<b>\$ 12,808</b>	<b>\$ 199,914</b>

290 / HPR	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
	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	11/21-12/20	12/21-1/22	1/23-2/20	2/21-3/21	3/21-4/18	
Commercial Water	\$ 3,814	\$ 7,150	\$ 4,103	\$ 4,474	\$ 7,314	\$ 3,634	\$ 3,991	\$ 3,489	\$ 2,495	\$ 3,414	\$ 3,515	\$ 3,425	\$ 50,817
Commercial Base Water	2,550	2,705	2,713	2,960	2,969	3,216	3,526	3,270	3,240	3,484	3,484	3,474	\$ 37,591
Fire Hydrant Water	16,095	43,052	23,354	14,525	4,514	2,415	2,930	6,482	2,504	3,092	3,607	56,816	\$ 179,384
Residential Base Water	120,850	121,447	122,317	123,740	124,728	125,437	126,195	126,863	127,530	127,459	128,067	128,644	\$ 1,503,278
Residential Water	262,673	409,262	381,734	494,517	356,261	144,342	99,151	110,107	92,073	91,521	110,378	184,311	\$ 2,736,331
Irrigation Water	30,735	45,036	45,268	66,865	52,600	5,152	4,814	10,343	2,027	1,955	5,271	13,713	\$ 283,778
<b>TOTALS</b>	<b>\$ 436,717</b>	<b>\$ 628,651</b>	<b>\$ 579,489</b>	<b>\$ 707,082</b>	<b>\$ 548,386</b>	<b>\$ 284,197</b>	<b>\$ 240,606</b>	<b>\$ 260,554</b>	<b>\$ 229,868</b>	<b>\$ 230,925</b>	<b>\$ 254,321</b>	<b>\$ 390,383</b>	<b>\$ 4,791,179</b>

GRAND TOTALS	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Water	\$ 59,939	\$ 64,318	\$ 67,374	\$ 69,232	\$ 66,073	\$ 50,421	\$ 48,612	\$ 46,365	\$ 51,846	\$ 46,910	\$ 54,611	\$ 58,709	\$ 684,409
Commercial Base Water	34,203	34,308	34,202	34,197	34,445	34,446	34,394	34,169	34,486	34,893	34,769	35,112	\$ 413,625
Fire Hydrant Water	26,322	61,284	42,096	41,123	21,667	7,809	8,714	13,232	8,953	9,086	20,643	73,708	\$ 334,635
Multi Use Water	50,281	51,683	55,036	54,938	50,868	55,188	52,035	53,063	51,203	51,049	51,069	51,397	\$ 627,809
Residential Base Water	330,433	332,556	333,759	335,676	337,120	337,823	339,682	341,240	341,948	342,497	343,831	345,449	\$ 4,062,015
Residential Water	664,399	1,022,079	1,151,152	1,323,166	920,434	396,512	289,605	300,419	278,830	258,002	295,130	500,034	\$ 7,399,762
Irrigation Water	73,623	142,355	225,092	208,790	199,672	103,874	49,264	38,747	24,138	25,884	28,711	48,114	\$ 1,168,263
<b>TOTALS</b>	<b>\$ 1,239,199</b>	<b>\$ 1,708,583</b>	<b>\$ 1,908,711</b>	<b>\$ 2,067,122</b>	<b>\$ 1,630,277</b>	<b>\$ 986,073</b>	<b>\$ 822,307</b>	<b>\$ 827,235</b>	<b>\$ 791,403</b>	<b>\$ 768,322</b>	<b>\$ 828,763</b>	<b>\$ 1,112,523</b>	<b>\$ 14,690,519</b>



**Summary of Retail Billed Revenues**  
**Wastewater Utility**

Bee Cave District	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Commercial Sewer	\$ 59,589	\$ 63,449	\$ 64,994	\$ 67,211	\$ 62,275	\$ 59,904	\$ 54,358	\$ 53,263	\$ 56,830	\$ 56,508	\$ 58,712	\$ 60,052	\$ 717,145
Multi Use Sewer	63,916	65,382	68,808	68,792	64,606	69,067	65,926	66,749	65,025	64,626	64,692	69,341	\$ 796,928
Grinder Surcharge	997	975	962	975	975	975	975	971	968	975	972	977	\$ 11,696
Residential Sewer	207,389	213,103	216,694	217,627	216,118	200,002	190,131	192,156	189,289	185,270	186,574	200,485	\$ 2,414,841
<b>TOTALS</b>	<b>\$ 331,890</b>	<b>\$ 342,909</b>	<b>\$ 351,457</b>	<b>\$ 354,605</b>	<b>\$ 343,974</b>	<b>\$ 329,948</b>	<b>\$ 311,390</b>	<b>\$ 313,140</b>	<b>\$ 312,112</b>	<b>\$ 307,379</b>	<b>\$ 310,949</b>	<b>\$ 330,854</b>	<b>\$ 3,940,609</b>



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

	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	\$ 10,392	\$ 15,972	\$ 14,959	\$ 9,132	\$ 6,919	\$ 5,005	\$ 4,076	\$ 9,417	\$ 11,873	\$ 7,817	\$ 8,336	\$ 9,120
Bee Cave South	2,601	2,955	2,986	1,627	654	2,881	3,372	3,954	2,444	2,473	2,985	3,071
Homestead / Meadow Fox	4,472	4,504	4,569	4,444	4,400	4,354	4,471	4,552	4,611	4,582	4,542	4545.25
290 / HPR	4,915	6,175	6,525	5,557	3,730	2,310	5,663	4,429	5,421	4,965	3,730	4,742
<b>TOTALS</b>	<b>\$ 22,380</b>	<b>\$ 29,606</b>	<b>\$ 29,038</b>	<b>\$ 20,760</b>	<b>\$ 15,703</b>	<b>\$ 14,550</b>	<b>\$ 17,582</b>	<b>\$ 22,352</b>	<b>\$ 24,349</b>	<b>\$ 19,838</b>	<b>\$ 19,593</b>	<b>\$ 21,478</b>



**Summary of Retail Billed Revenues**  
**NON PUA Revenue**

Hays MUD 4	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	\$ 8,643	\$ 8,025	\$ 8,120	\$ 8,275	\$ 7,940	\$ 7,568	\$ 7,643	\$ 7,235	\$ 7,377	\$ 7,059	\$ 7,466	\$ 7,585
<b>TOTALS</b>	<b>\$ 8,643</b>	<b>\$ 8,025</b>	<b>\$ 8,120</b>	<b>\$ 8,275</b>	<b>\$ 7,940</b>	<b>\$ 7,568</b>	<b>\$ 7,643</b>	<b>\$ 7,235</b>	<b>\$ 7,377</b>	<b>\$ 7,059</b>	<b>\$ 7,466</b>	<b>\$ 7,585</b>

TC MUD 16	May	June	July	August	September	October	November	December	January	February	March	April
Sewer	\$ 26,829	\$ 27,598	\$ 27,365	\$ 27,854	\$ 27,740	\$ 25,318	\$ 23,801	\$ 24,299	\$ 23,630	\$ 23,873	\$ 24,528	\$ 25,775
<b>TOTALS</b>	<b>\$ 26,829</b>	<b>\$ 27,598</b>	<b>\$ 27,365</b>	<b>\$ 27,854</b>	<b>\$ 27,740</b>	<b>\$ 25,318</b>	<b>\$ 23,801</b>	<b>\$ 24,299</b>	<b>\$ 23,630</b>	<b>\$ 23,873</b>	<b>\$ 24,528</b>	<b>\$ 25,775</b>



# Supply Wholesale, Raw Water and Effluent Billed Revenues

## Wholesale Water

Revenue	April 4/15-5/15	May 5/16-6/15	June 6/16-7/15	July 7/16-8/15	August 8/16-9/15	September 9/16-10/15	October 10/16-11/15	November 11/16-12/14	December 12/15-1/14	January 1/15-2/15	February 2/16-3/15	March 3/15-4/15	April 4/16-5/15
Barton Creek West	\$ 28,328	\$ 37,922	\$ 41,791	\$ 42,274	\$ 39,532	\$ 24,445	\$ 20,334	\$ 19,844	\$ 21,210	\$ 20,241	\$ 19,622	\$ 27,575	\$ 23,922
Headwaters	17,931	19,979	20,989	22,695	21,324	17,500	17,468	17,498	\$ 16,418	\$ 16,652	\$ 16,841	\$ 18,277	\$ 18,365
City of Dripping Springs (Blue)	432	432	432	432	432	434	432	432	\$ 432	\$ 432	\$ 432	\$ 432	\$ 434
Crystal Mountain HOA	4,805	6,105	6,480	6,617	6,098	4,185	3,713	3,828	\$ 3,674	\$ 4,334	\$ 3,801	\$ 4,579	\$ 4,603
Deer Creek Ranch	16,699	19,348	19,735	22,503	19,733	14,362	14,733	14,087	\$ 13,598	\$ 14,016	\$ 13,785	\$ 15,617	\$ 15,425
Dripping Springs WSC	45,689	45,837	50,386	60,636	53,875	33,993	23,567	40,631	\$ 38,216	\$ 38,097	\$ 39,539	\$ 50,259	\$ 47,341
Eanes ISD	1,565	1,748	1,497	1,906	1,876	1,454	1,165	1,169	\$ 1,019	\$ 1,129	\$ 1,112	\$ 1,400	\$ 1,469
Graham Mortgage	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
Hays WCID 1	42,558	50,137	50,218	58,672	52,805	36,584	36,220	35,250	\$ 30,672	\$ 30,279	\$ 30,219	\$ 36,064	\$ 35,746
Hays WCID 2	39,140	44,617	46,831	56,005	51,631	33,171	21,860	37,785	\$ 28,270	\$ 28,489	\$ 28,973	\$ 36,309	\$ 35,136
Hudson	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -
Lazy Nine 1A	31,624	34,221	35,318	39,560	38,874	51,339	24,259	23,853	\$ 22,630	\$ 22,668	\$ 23,815	\$ 30,105	\$ 29,875
Masonwood	13,980	16,679	17,457	21,289	19,295	9,887	12,756	9,832	\$ 9,766	\$ 9,437	\$ 9,990	\$ 12,531	\$ 12,681
Reunion Ranch	19,303	22,418	22,501	27,417	24,191	12,481	11,383	10,285	\$ 10,370	\$ 11,009	\$ 12,667	\$ 16,075	\$ 16,690
Senna Hills	18,375	21,631	22,247	25,033	21,663	14,409	13,233	12,794	\$ 12,630	\$ 12,394	\$ 12,274	\$ 15,209	\$ 14,944
Travis County MUD 12	57,884	62,243	61,295	67,766	60,776	47,474	43,030	42,428	\$ 41,084	\$ 41,345	\$ 42,314	\$ 50,773	\$ 50,026
<b>TOTALS</b>	<b>\$ 338,314</b>	<b>\$ 383,319</b>	<b>\$ 397,175</b>	<b>\$ 452,805</b>	<b>\$ 412,107</b>	<b>\$ 301,719</b>	<b>\$ 244,152</b>	<b>\$ 269,715</b>	<b>\$ 249,989</b>	<b>\$ 250,523</b>	<b>\$ 255,383</b>	<b>\$ 315,206</b>	<b>\$ 306,658</b>

## Wholesale Wastewater

Revenue	April	May	June	July	August	September	October	November	December	January	February	March	April
Masonwood Wastewater	\$ 24,602	\$ 23,212	\$ 26,841	\$ 26,313	\$ 28,506	\$ 28,804	\$ 28,621	\$ 28,552	\$ 28,621	\$ 32,372	\$ 28,514	\$ 30,523	\$ 31,318
WCID 17 Wastewater	31,401	31,995	32,075	30,635	32,446	32,013	31,982	31,117	32,841	31,970	30,412	31,469	32,013
<b>TOTALS</b>	<b>\$ 56,003</b>	<b>\$ 55,206</b>	<b>\$ 58,915</b>	<b>\$ 56,948</b>	<b>\$ 60,952</b>	<b>\$ 60,817</b>	<b>\$ 60,603</b>	<b>\$ 59,669</b>	<b>\$ 61,462</b>	<b>\$ 64,342</b>	<b>\$ 58,926</b>	<b>\$ 61,992</b>	<b>\$ 63,331</b>

## Effluent/Raw Water/Raw Water Delivery

Revenue	April	May	June	July	August	September	October	November	December	January	February	March	April
Brinker Texas (Chilis) Effluent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
CCNG Effluent / Raw	14,884	28,991	32,287	44,567	31,414	4,850	-	-	-	-	-	-	-
Connell Falconhead Apts	3,921	4,669	4,636	3,736	3,272	1,525	-	-	-	-	-	-	-
FalconHead HOA (Spillman) E	6,413	5,474	7,325	6,590	6,607	4,863	-	-	-	-	-	-	-
Fire Phoenix (Falconhead Golf	24,994	43,615	10,849	46,464	23,676	19,733	-	-	-	-	-	5,743	-
First Star Bank Effluent	16	29	21	8	8	-	-	-	-	-	-	-	-
Lake Travis ISD Effluent / Raw	551	251	427	571	1,944	353	1,792	1,147	1,060	1,175	1,167	658	288
WTCMUD3 Raw Water Delive	976	1,000	1,511	2,014	499	-	-	-	-	-	297	483	-
Embrey Partners (Estates at B	1,163	312	1,940	234	473	826	-	-	-	-	-	-	-
Ash Creek Homes (Wildwood)	1,517	1,529	1,270	2,129	1,771	744	-	-	-	-	-	-	-
Lakeway Dermatology	251	403	526	534	321	53	-	-	-	-	-	-	-
PFP Falconhead Retail, LLC.	1,311	1,492	933	1,241	1,311	201	-	-	-	-	-	-	-
<b>TOTALS</b>	<b>\$ 55,997</b>	<b>\$ 87,764</b>	<b>\$ 61,725</b>	<b>\$ 108,089</b>	<b>\$ 71,295</b>	<b>\$ 33,150</b>	<b>\$ 1,792</b>	<b>\$ 1,147</b>	<b>\$ 1,060</b>	<b>\$ 1,175</b>	<b>\$ 1,464</b>	<b>\$ 6,883</b>	<b>\$ 288</b>

<b>GRAND TOTAL</b>	<b>\$ 450,314</b>	<b>\$ 526,289</b>	<b>\$ 517,815</b>	<b>\$ 617,842</b>	<b>\$ 544,354</b>	<b>\$ 395,685</b>	<b>\$ 306,547</b>	<b>\$ 330,531</b>	<b>\$ 312,512</b>	<b>\$ 316,040</b>	<b>\$ 315,774</b>	<b>\$ 384,082</b>	<b>\$ 370,276</b>
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**Summary of Total Billed Revenues - PUA Revenues Only**

Water Utility	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Water	\$ 1,239,199	\$ 1,708,583	\$ 1,908,711	\$ 2,067,122	\$ 1,630,277	\$ 986,073	\$ 822,307	\$ 827,235	\$ 791,403	\$ 768,322	\$ 828,763	\$ 1,112,523	\$ 14,690,519
Wholesale Water	383,319	397,175	452,805	412,107	301,719	244,152	269,715	249,989	250,523	255,383	315,206	306,658	\$ 3,838,751
<b>TOTAL</b>	<b>\$ 1,622,518</b>	<b>\$ 2,105,758</b>	<b>\$ 2,361,516</b>	<b>\$ 2,479,229</b>	<b>\$ 1,931,996</b>	<b>\$ 1,230,225</b>	<b>\$ 1,092,022</b>	<b>\$ 1,077,225</b>	<b>\$ 1,041,926</b>	<b>\$ 1,023,705</b>	<b>\$ 1,143,970</b>	<b>\$ 1,419,181</b>	<b>\$ 18,529,270</b>

Wastewater Utility	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Retail Wastewater	\$ 331,890	\$ 342,909	\$ 351,457	\$ 354,605	\$ 343,974	\$ 329,948	\$ 311,390	\$ 313,140	\$ 312,112	\$ 307,379	\$ 310,949	\$ 330,854	\$ 3,940,609
Wholesale Wastewater	55,206	58,915	56,948	60,952	60,817	60,603	59,669	61,462	64,342	58,926	61,992	63,331	\$ 723,163
<b>TOTAL</b>	<b>\$ 387,096</b>	<b>\$ 401,825</b>	<b>\$ 408,406</b>	<b>\$ 415,557</b>	<b>\$ 404,791</b>	<b>\$ 390,551</b>	<b>\$ 371,059</b>	<b>\$ 374,602</b>	<b>\$ 376,454</b>	<b>\$ 366,305</b>	<b>\$ 372,942</b>	<b>\$ 394,185</b>	<b>\$ 4,663,772</b>

Other	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Other Fees - Retail	\$ 22,380	\$ 29,606	\$ 29,038	\$ 20,760	\$ 15,703	\$ 14,550	\$ 17,582	\$ 22,352	\$ 24,349	\$ 19,838	\$ 19,593	\$ 21,478	\$ 257,230
Raw Water/Effluent	87,764	61,725	108,089	71,295	33,150	1,792	1,147	1,060	1,175	1,464	6,883	288	\$ 375,832
<b>TOTAL</b>	<b>\$ 110,144</b>	<b>\$ 91,331</b>	<b>\$ 137,127</b>	<b>\$ 92,055</b>	<b>\$ 48,853</b>	<b>\$ 16,342</b>	<b>\$ 18,728</b>	<b>\$ 23,412</b>	<b>\$ 25,524</b>	<b>\$ 21,302</b>	<b>\$ 26,476</b>	<b>\$ 21,766</b>	<b>\$ 633,061</b>

<b>GRAND TOTAL</b>	<b>\$ 2,119,759</b>	<b>\$ 2,598,913</b>	<b>\$ 2,907,049</b>	<b>\$ 2,986,842</b>	<b>\$ 2,385,640</b>	<b>\$ 1,637,118</b>	<b>\$ 1,481,809</b>	<b>\$ 1,475,239</b>	<b>\$ 1,443,905</b>	<b>\$ 1,411,312</b>	<b>\$ 1,543,387</b>	<b>\$ 1,835,132</b>	<b>\$ 23,826,104</b>
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## Summary of Total Billed Consumption (1,000 Gallons) Water Utility

Retail Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Bee Cave	49,526	68,023	85,653	85,562	75,344	43,397	31,133	30,913	29,736	28,475	28,507	44,553	600,822
Bee Cave South	22,059	28,265	29,974	35,412	19,021	12,952	14,346	13,654	14,022	12,571	16,121	17,892	236,289
Homestead / Meadow Fox	1,368	2,250	2,120	2,428	1,913	1,037	996	1,020	1,027	953	906	1,053	17,071
HPR / 290	40,891	58,706	54,787	65,825	52,131	22,686	17,339	18,502	16,355	16,327	19,418	32,774	415,741
<b>Total Retail</b>	<b>113,844</b>	<b>157,244</b>	<b>172,534</b>	<b>189,227</b>	<b>148,409</b>	<b>80,072</b>	<b>63,814</b>	<b>64,089</b>	<b>61,140</b>	<b>58,326</b>	<b>64,952</b>	<b>96,272</b>	<b>1,269,923</b>

Wholesale Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Barton Creek West	11,794	13,399	13,600	12,462	6,202	4,748	4,293	4,860	4,457	4,200	7,500	5,985	93,500
City of Dripping Springs (Blue Blazes)	-	-	-	-	1	-	-	-	-	-	-	1	2
Headwaters	2,762	3,314	4,246	3,497	1,407	1,390	1,406	816	944	1,047	1,832	1,880	24,541
Crystal Mountain HOA	1,614	1,770	1,827	1,611	814	617	665	601	876	654	978	988	13,015
Deer Creek Ranch	6,852	7,088	8,776	7,087	3,812	4,038	3,644	3,346	3,601	3,460	4,577	4,460	60,741
Dripping Springs WSC	18,157	20,897	27,072	22,999	11,022	4,741	15,021	13,566	13,494	14,363	20,821	19,063	201,216
Eanes ISD	600	452	693	675	427	257	259	171	236	226	395	436	4,827
Graham Mortgage	-	-	-	-	-	-	-	-	-	-	-	-	-
Hays WCID 1	18,171	18,218	23,162	19,731	10,245	10,032	9,465	6,788	6,558	6,523	9,941	9,755	148,589
Hays WCID 2	14,031	15,190	19,993	17,703	8,038	2,116	10,454	5,472	5,587	5,840	9,681	9,067	123,172
Hudson	-	-	-	-	-	-	-	-	-	-	-	-	-
Lazy Nine 1A	11,736	12,370	14,822	14,426	21,631	5,978	5,743	5,036	5,058	5,721	9,357	9,224	121,102
Masonwood	6,924	7,401	9,752	8,529	2,757	4,517	2,723	2,683	2,481	2,820	4,379	4,471	59,437
Reunion Ranch	8,954	8,998	11,613	9,897	3,668	3,084	2,500	2,545	2,885	3,767	5,580	5,907	69,398
Senna Hills	8,454	8,834	10,554	8,474	3,996	3,270	2,999	2,898	2,752	2,678	4,490	4,326	63,725
Travis County MUD 12	16,996	16,448	20,188	16,148	8,459	5,980	5,542	4,765	4,916	5,476	10,366	9,934	125,218
<b>Total Wholesale</b>	<b>127,045</b>	<b>134,379</b>	<b>166,298</b>	<b>143,239</b>	<b>82,479</b>	<b>50,768</b>	<b>64,714</b>	<b>53,547</b>	<b>53,845</b>	<b>56,775</b>	<b>89,897</b>	<b>85,497</b>	<b>1,108,483</b>

Effluent Water	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Brinker Texas, LP	-	-	-	-	-	-	-	-	-	-	-	-	-
CCNG Golf, LLC.	13,484	15,017	20,729	14,611	2,256	1,946	4,737	3,711	5,843	8,850	7,329	2,836	101,349
Connell Falconhead Apartments	1,136	1,128	909	796	371	651	502	579	35	164	807	820	7,898
FH Texas Management Co. LLC.	20,286	5,046	21,611	11,012	9,178	18,539	13,199	7,859	12,991	6,812	9,483	11,397	147,413
First State Bank	7	5	2	2	-	-	-	-	-	-	-	1	17
Lake Travis ISD	61	104	139	473	86	436	279	258	286	284	160	70	2,636
Spillman Ranch Communities Inc.	2,546	3,407	3,065	3,073	2,262	2,660	459	2,663	1,826	2,445	3,061	2,681	30,148
Ash Creek Homes (Wildwood)	372	309	518	431	181	285	228	110	135	210	303	267	3,349
Embrey Partners (Estates at Bee Cave)	76	472	57	115	201	364	12	3	1	13	250	45	1,609
Lakeway Dermatology	98	128	130	78	13	8	11	6	-	-	16	23	511
PFP Falconhead Retail, LLC.	363	227	302	319	49	33	24	71	4	45	94	1,882	3,413
<b>Total Wholesale</b>	<b>38,429</b>	<b>25,843</b>	<b>47,462</b>	<b>30,910</b>	<b>14,597</b>	<b>24,922</b>	<b>19,451</b>	<b>15,260</b>	<b>21,121</b>	<b>18,823</b>	<b>21,503</b>	<b>20,022</b>	<b>298,343</b>

System Summary	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Retail	113,844	157,244	172,534	189,227	148,409	80,072	63,814	64,089	61,140	58,326	64,952	96,272	1,269,923
Total Wholesale	127,045	134,379	166,298	143,239	82,479	50,768	64,714	53,547	53,845	56,775	89,897	85,497	1,108,483
Effluent Water	38,429	25,843	47,462	30,910	14,597	24,922	19,451	15,260	21,121	18,823	21,503	20,022	298,343
<b>TOTAL WATER</b>	<b>279,318</b>	<b>317,466</b>	<b>386,294</b>	<b>363,376</b>	<b>245,485</b>	<b>155,762</b>	<b>147,979</b>	<b>132,896</b>	<b>136,106</b>	<b>133,924</b>	<b>176,352</b>	<b>201,791</b>	<b>2,676,749</b>

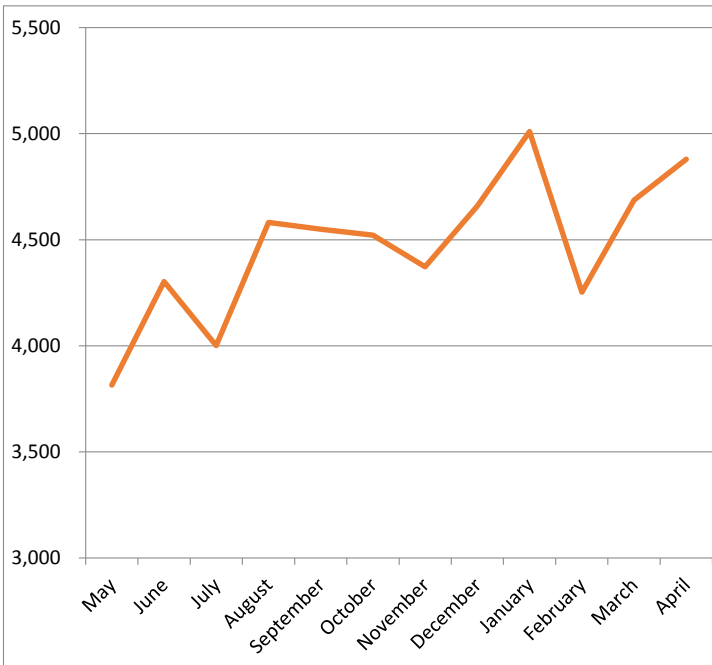
Retail Percent of Total	41%	50%	45%	52%	60%	51%	43%	48%	45%	44%	37%	48%	47%
Wholesale Percent of Total	45%	42%	43%	39%	34%	33%	44%	40%	40%	42%	51%	42%	41%



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

Wholesale Wastewater	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Masonwood Wastewater	1,448	1,923	1,854	2,141	2,180	2,156	2,147	2,156	2,647	2,142	2,405	2,509	25,708
WCID 17 Wastewater	2,367	2,380	2,147	2,440	2,370	2,365	2,225	2,504	2,363	2,111	2,282	2,370	27,924
<b>TOTALS</b>	<b>3,815</b>	<b>4,303</b>	<b>4,001</b>	<b>4,581</b>	<b>4,550</b>	<b>4,521</b>	<b>4,372</b>	<b>4,660</b>	<b>5,010</b>	<b>4,253</b>	<b>4,687</b>	<b>4,879</b>	<b>53,632</b>

System Summary	May	June	July	August	September	October	November	December	January	February	March	April	12 Month Total
Total Wholesale	3,815	4,303	4,001	4,581	4,550	4,521	4,372	4,660	5,010	4,253	4,687	4,879	53,632
<b>TOTAL WASTEWATER</b>	<b>3,815</b>	<b>4,303</b>	<b>4,001</b>	<b>4,581</b>	<b>4,550</b>	<b>4,521</b>	<b>4,372</b>	<b>4,660</b>	<b>5,010</b>	<b>4,253</b>	<b>4,687</b>	<b>4,879</b>	<b>53,632</b>

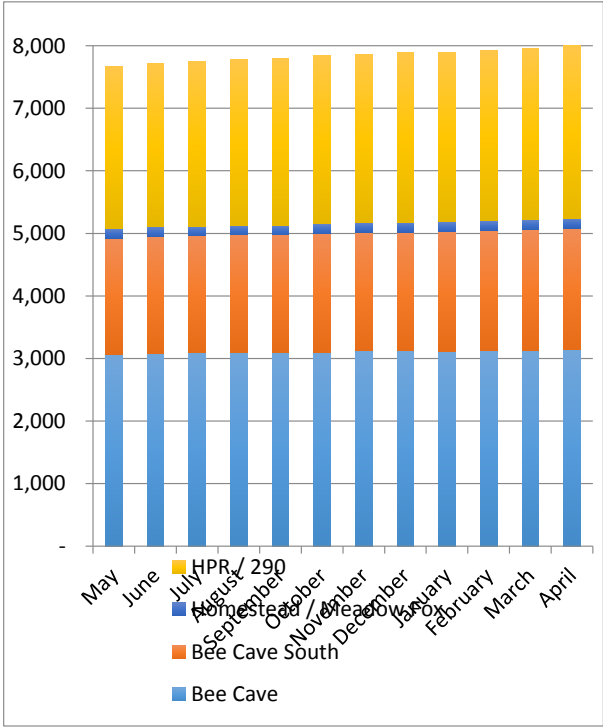




# Summary of Total Retail Customer Count Water

Meters	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	3,068	3,082	3,090	3,100	3,101	3,103	3,120	3,122	3,119	3,121	3,132	3,143
Bee Cave South	1,857	1,866	1,871	1,875	1,874	1,892	1,896	1,898	1,904	1,923	1,931	1,938
Homestead / Meadow Fox	156	157	156	157	157	157	158	158	159	159	159	159
HPR / 290	2,588	2,605	2,631	2,651	2,671	2,684	2,691	2,707	2,712	2,715	2,736	2,759
<b>TOTALS</b>	<b>7,669</b>	<b>7,710</b>	<b>7,748</b>	<b>7,783</b>	<b>7,803</b>	<b>7,836</b>	<b>7,865</b>	<b>7,885</b>	<b>7,894</b>	<b>7,918</b>	<b>7,958</b>	<b>7,999</b>

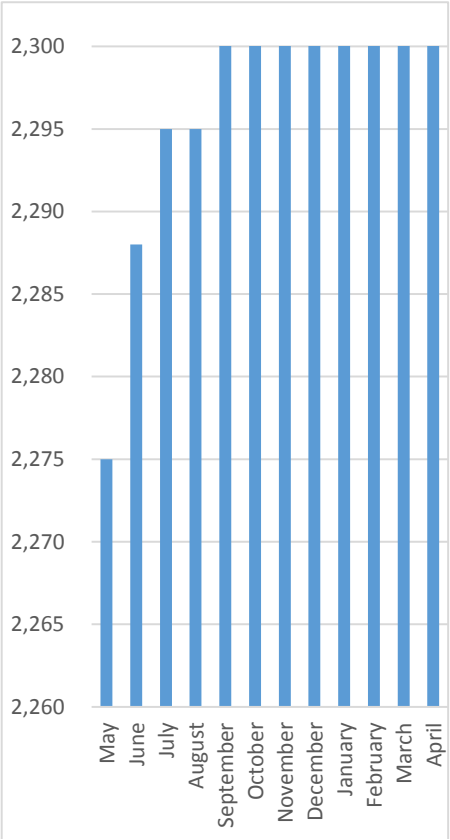
Customer Growth	56	41	38	35	20	33	29	20	9	24	40	41
Monthly Growth Rate	0.74%	0.53%	0.49%	0.45%	0.26%	0.42%	0.37%	0.25%	0.11%	0.30%	0.51%	0.52%
<b>12 Month Growth</b>	<b>342</b>	<b>363</b>	<b>377</b>	<b>385</b>	<b>390</b>	<b>416</b>	<b>423</b>	<b>400</b>	<b>377</b>	<b>375</b>	<b>384</b>	<b>386</b>
<b>12 Month Growth Rate</b>	<b>4.65%</b>	<b>4.92%</b>	<b>5.10%</b>	<b>5.19%</b>	<b>5.26%</b>	<b>5.59%</b>	<b>5.65%</b>	<b>5.32%</b>	<b>5.00%</b>	<b>4.95%</b>	<b>5.04%</b>	<b>5.03%</b>





# Summary of Total Retail Customer Count Wastewater

Meters	May	June	July	August	September	October	November	December	January	February	March	April
Wastewater Customers	2,275	2,288	2,295	2,295	2,317	2,319	2,322	2,321	2,328	2,322	2,328	2,334
Customer Growth	(3)	13	7	-	22	2	3	(1)	7	(6)	6	6
Monthly Growth Rate	-0.13%	0.57%	0.31%	0.00%	0.96%	0.09%	0.13%	-0.04%	0.30%	-0.26%	0.26%	0.26%
12 Month Growth	34	70	77	68	70	68	67	44	56	38	47	56
12 Month Growth Rate	1.53%	3.16%	3.46%	3.03%	3.11%	3.02%	2.94%	1.94%	2.45%	1.67%	2.06%	2.46%

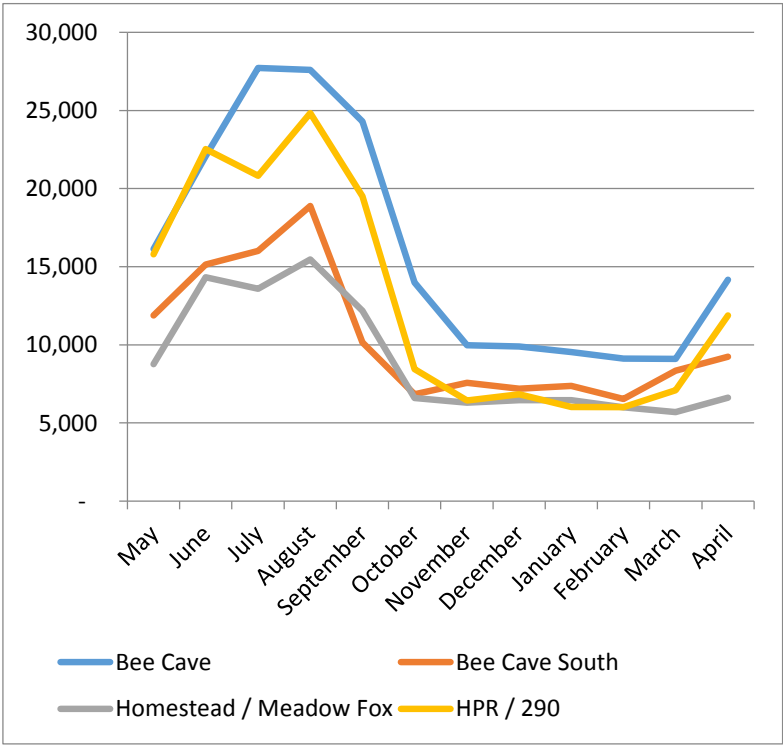




# **Retail Customer Average Use Analysis** **Average Water Usage per Connection, per Month (Gallons)**

	May	June	July	August	September	October	November	December	January	February	March	April
Bee Cave	16,143	22,071	27,719	27,601	24,297	13,985	9,979	9,902	9,534	9,124	9,102	14,175
Bee Cave South	11,879	15,147	16,020	18,886	10,150	6,846	7,566	7,194	7,364	6,537	8,349	9,232
Homestead / Meadow Fox	8,769	14,331	13,590	15,465	12,185	6,605	6,304	6,456	6,459	5,994	5,698	6,623
HPR / 290	15,800	22,536	20,824	24,830	19,517	8,452	6,443	6,835	6,031	6,014	7,097	11,879
<b>System Wide Average</b>	<b>14,845</b>	<b>20,395</b>	<b>22,268</b>	<b>24,313</b>	<b>19,019</b>	<b>10,218</b>	<b>8,114</b>	<b>8,128</b>	<b>7,745</b>	<b>7,366</b>	<b>8,162</b>	<b>12,036</b>

<b>12-Month Average</b>	<b>14,374</b>	<b>14,699</b>	<b>14,820</b>	<b>15,002</b>	<b>15,031</b>	<b>14,558</b>	<b>14,027</b>	<b>13,766</b>	<b>13,643</b>	<b>13,550</b>	<b>13,508</b>	<b>13,500</b>
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## Retail Customer Average Use Analysis

### Summary of Customer Contacts/Payment Processing

Customer Contacts	May	June	July	August	September	October	November	December	January	February	March	April	May
Date of	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	12/1-12/31	01/-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/30
Calls	623	736	718	625	546	832	421	355	687	682	719	817	930
Emails	236	254	224	248	151	160	152	168	152	147	128	115	135
In Office	243	249	266	247	750	212	150	149	154	137	158	175	209
<b>TOTALS</b>	<b>1,102</b>	<b>1,239</b>	<b>1,208</b>	<b>1,120</b>	<b>1,447</b>	<b>1,204</b>	<b>723</b>	<b>672</b>	<b>993</b>	<b>966</b>	<b>1,005</b>	<b>1,107</b>	<b>1,274</b>

Payments	May	June	July	August	September	October	November	December	January	February	March	April	May
Date of Payments	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	12/1-12/31	1/1-1/31	2/1-2/28	3/1-3/31	4/1-4/30	5/1-5/30
Mail	1,396	2,194	1,915	1,886	1,802	1,798	1,833	2,203	1,645	1,805	2,164	2,037	2,485
Walk In/Dropbox Payments	283	308	331	319	288	202	183	192	182	203	197	237	216
Online Payments Credit Cards	334	458	418	304	340	304	308	295	372	355	434	398	319
Online Payments Echeck	370	465	498	471	383	471	455	429	806	413	388	493	472
Ureceivables	2,046	2,199	2,158	2,198	2,268	2,127	2,138	2,013	1,909	1,642	1,551	1,993	1,963
<b>TOTALS</b>	<b>4,429</b>	<b>5,624</b>	<b>5,320</b>	<b>5,178</b>	<b>5,081</b>	<b>4,902</b>	<b>4,917</b>	<b>5,132</b>	<b>4,914</b>	<b>4,418</b>	<b>4,734</b>	<b>5,158</b>	<b>5,455</b>



## Retail Customer Delinquency Summary

ACCOUNTS	31-60	61-90	91+
Bee Cave	8	6	105
Bee Cave South	25	4	14
Homestead / Meadow Fox	1	-	2
290 HPR	23	1	22
<b>TOTAL</b>	<b>57</b>	<b>11</b>	<b>143</b>

DOLLARS	31-60	61-90	91+
Bee Cave	3,256	2,293	71,105
Bee Cave South	3,146	1,154	25,729
Homestead / Meadow Fox	188	-	11,806
HPR / 290	7,009	187	12,164
<b>TOTAL</b>	<b>13,599</b>	<b>3,634</b>	<b>120,804</b>

Delinquent Letters	Date Sent	Total Del
Bee Cave	29-Apr	149
Bee Cave South	15-Apr	106
Homestead / Meadow Fox	4-Apr	9
290 HPR	8-Apr	103
<b>TOTAL</b>		<b>367</b>

Disconnects	Date	How Many
Bee Cave	15-May	13
Bee Cave South	2-May	11
Homestead / Meadow Fox	22-May	1
HPR / 290	22-May	5

Still Off
3
1
1
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