

Bastrop County

WCID #2

Board Packet

for

March 21, 2024

**BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2
MEETING AGENDA**

TO: THE BOARD OF DIRECTORS OF BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2, BASTROP COUNTY, TEXAS AND TO ALL INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN THAT A MEETING OF THE GOVERNING BODY OF THE ABOVE-NAMED POLITICAL SUBDIVISION WILL BE HELD ON THURSDAY MARCH 21, 2024 AT 6:30 P.M IN THE BOARD ROOM LOCATED AT 112 CORPORATE DRIVE, BASTROP, TX 78602.

SE NOTIFICA POR EL PRESENTE QUE EL CUERPO DE GOBIERNO DE LA SUBDIVISIÓN POLÍTICA MENCIONADA ARRIBA LLEVARÁ A CABO UNA ASAMBLEA ORDINARIA EL DÍA 21 DE MARZO DE 2024, EN EL 6:30 P.M, EN LA SALA DE JUNTAS UBICADA EN 112 CORPORATE DRIVE, BASTROP, TEXAS 78602:

MEETING DISCUSSION TOPICS



- 1.) Call to Order and Establish a Quorum – O’Hanlon
- 2.) Salute to Flags – O’Hanlon
- 3.) Public Comments/Announcements (The Board respectfully requests that persons limit comments to three (3) minutes. Under the Open Meeting Act, the Board may not deliberate or take action in response to any matter raised during public comment that is not a separate agenda item.)
- 4.) Discussion and possible action regarding scheduling of future meeting dates:
 - a. Annual Road Meeting scheduled for Saturday, March 23, 2024 at 9:00 a.m.
 - b. Regular Board of Director’s Meeting scheduled for Thursday, April 18, 2024 at 6:30 p.m.
- 5.) **CONSENT AGENDA:** (*Consent Agenda items are generally routine. Unless removed by a member of the Board or General Manager, items listed on the consent agenda may be acted on together and without prior discussion.*)
 - a. Approval of minutes from the February 15, 2024 Meeting of the Board of Directors; and
 - b. Approval of monthly financial report for February 2024; and
 - c. Approval of Release of Liens held by District on Real Property.
- 6.) Discussion regarding the following items to be presented in the General Manager’s report:
 - a. Update on District facilities, water plants and lift stations
 - b. Update on Water/Wastewater Maintenance & Improvement projects
 - c. Update on Roads maintenance & improvement projects
 - d. Employee & Administrative Update

- 7.) Discussion and review of capital improvement projects to be funded with bond proceeds– Hightower
- 8.) Discussion and possible action related to approval of Fiscal Year 2023 Financial Audit Report – Hightower
- 9.) Discussion and possible action regarding approval of Interlocal Agreement with the City of Bastrop relating to 2024 road improvement projects – Hightower
- 10.) Discussion and possible action relating to review of Statement of Qualifications and approval of contract for Professional Engineering Services– Hightower
- 11.) Discuss, consider and take action regarding May 4, 2024, Director Election:
 - a. Accept Certification of Unopposed Candidates.
Aceptar certificación de candidatos únicos.
 - b. Adopt Order Canceling Election.
Adoptar una Orden de cancelación.
- 12.) Discussion and review of 2024 Annual Road Meeting presentation – Hightower
- 13.) Board suggestions on future agenda items
- 14.) Adjourn

Paul Hightower

Digitally Signed & Certified
March 18, 2024 @ 0957 hours
Kofax Power PDF Solutions

Authorized Signature

The Board of Directors may go into Executive Session at any time during the meeting pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the matters set forth on this agenda regardless of whether Executive Session is specifically referenced. No final action, decision or vote will be taken on any subject or matter in Executive Session. The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-321-1688 for further information.

Agenda

Item #5

Consent

Agenda

5a. Minutes

Minutes of the Regular Board Meeting for
BASTROP COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT #2

A regular meeting of the Board of Directors of Bastrop County Water Control and Improvement District #2 was held on Thursday, February 15, 2024, beginning at 6:30 p.m. The meeting was held at the District office, located at 112 Corporate Drive.

Present BCWCID #2 Board Members:

Mary Beth O'Hanlon, President
Scott Ferguson, Vice-President
Michele Plummer, Secretary
Butch Carmack, Director

BCWCID #2 Staff:

Paul Hightower, General Manager
Patricia Lujan, Office Supervisor
Darrel Culberson, Comptroller
Tyler Walsh, Senior Manager
Adam Brown, Field Manager

Absentees

Ron Whipple, Treasurer

Remote Participation

Tony Corbett, Attorney

- 1.) Call to Order and Establish a Quorum – O'Hanlon

By: MaryBeth O'Hanlon

Time: 6:30PM

- 2.) Salute to Flags – O'Hanlon

- 3.) Public Comments/Announcements (The Board respectfully requests that persons limit comments to three (3) minutes. Under the Open Meeting Act, the Board may not deliberate or take action in response to any matter raised during public comment that is not a separate agenda item.)

No comments or discussion.

- 4.) Discussion and possible action regarding scheduling of future meeting dates:

- a. Regular Board of Director's Meeting scheduled for Thursday, March 21, 2024 at 6:30 p.m.
- b. Annual Road Meeting scheduled for Saturday March 23, 2024 at 9:00 a.m.

Mrs. O'Hanlon stated that the District's next regular Board meeting is Thursday March 21, 2024 at 6:30pm and the Annual Road meeting is scheduled for the following Saturday at 9am. All Directors stated they should be present.

No further comments or suggestions.

- 5.) **CONSENT AGENDA:** *(Consent Agenda items are generally routine. Unless removed by a member of the Board or General Manager, items listed on the consent agenda may be acted on together and without prior discussion.)*
- a. Approval of minutes from the January 18, 2024 Meeting of the Board of Directors; and
 - b. Approval of monthly financial report for January 2024; and
 - c. Approval of Release of Liens held by District on Real Property.

No comments regarding the Board Meeting minutes.

Mr. Culberson presented the District's financial & cash statement and stated that all the accounts were healthy and in good standing. Board expressed no issues or concerns.

Paul Hightower read the Release of Liens as noted in the report.

No further questions or comments.

Mrs. O'Hanlon called the question.

Motion: Butch Carmack moved to approve the Consent Agenda.

Seconded: Michele Plummer

Vote: Four (4) in favor, motion carries. One (1) Absentee.

- 6.) Discussion regarding the following items to be presented in the General Manager's report:
- a. Update on District facilities, water plants and lift stations
 - b. Update on Water/Wastewater Maintenance & Improvement projects
 - c. Update on Roads maintenance & improvement projects
 - d. Employee & Administrative Update

Mr. Hightower read the GM report as posted in the Board packet. After discussion, it was decided to return to Stage 1 water conservation.

No further comments or discussion.

- 7.) Discussion and review of capital improvement projects to be funded with bond proceeds—
Hightower

Mr. Hightower explained that he had met with Joseph and Chad at Befco regarding the engineering at hand. They explained that they (Befco) had been back-logged with work due to losing some employees. They were striving to get some things going for us. Befco had hired Advanced Groundwater Solutions to come into Tahitian and do a GW study for them and us. This will hopefully show us where we have a better chance of getting water is when we drill a test hole. Befco also stated that they were moving some projects around and were going to start on our next set of line expansions. The Board accepted this and was happy that things are moving.

- 8.) Discussion and possible action regarding approval of Engagement Letter for Arbitrage Compliance Services related to investment of proceeds of bond proceeds to ensure compliance with applicable federal tax regulations for tax exempt bonds– Hightower

Mr. Hightower explained that this was a contract for engagement of Arbitrage Services related to our Bonds. It stems from us not being able to spend money in time and possibly having to pay the IRS back, for the interest earned on our money. The Board expressed concerns over this happening and the troubles of having to complete this. Mr. Hightower explained that since projects are moving, it shouldn't take long for the Bond money to change categories and get us in compliance.

No further questions or comments.

Mrs. O'Hanlon called the question.

Motion: Scott Ferguson moved to approve Item 9 as presented.

Seconded: Butch Carmack

Vote: Four (4) in favor, motion carries. One (1) Absentee.

- 9.) Discussion and possible action related to FY2023 Audit - Hightower

Mr. Hightower stated that we may need a special meeting but is unknown at this point. Board tabled this item until the next meeting.

- 10.) Discussion and possible action relating to review of Proposals and approval of contract for Engineering Services– Hightower

Board agreed to table and leave as a future agenda item for the decision to be made.

- 11.) Discussion and review of 2024 Annual Road Meeting presentation – Hightower

Mr. Hightower showed the latest updates to the proposed road plan for the 2024 meeting. There were some minor changes, nothing major from last month.

- 12.) Board suggestions on future agenda items

No suggestions or comments.

13.) Adjourn

Mrs. O'Hanlon called the question.

Motion: Michele Plummer moved to adjourn.

Seconded: Scott Ferguson.

Vote: Four (4) in favor, motion carries. One (1) Absentee.

Authorized Signature

5b. Financials

Bastrop County Water Control and Improvement District #2
Cash & Investment Report
As of February 29, 2024

Fund	Account Name	Account Number	Bank Name	Yield	Prior Month Balance	Current Balance
Standby Fund						
	Standby Operating Account	2687	Roscoe State Bank	0.00%	\$ 101,019	\$ 101,109
Standby Fund Total					\$ 101,019	\$ 101,109
Roads Fund						
	Roads Construction Account	2709	Roscoe State Bank	0.00%	\$ 427,744	\$ 349,452
	Roads Construction MMA	3131	Roscoe State Bank	1.75%	101,989	102,127
Roads Fund Total					\$ 529,733	\$ 451,579
Debt Service Fund						
	TWDB Reserve Fund - DS	0001	Texpool	3.98%	\$ 217,668	\$ 218,589
	Annual TWDB MMA - DS	4385	First National Bank	0.50%	122,971	123,020
	Wastewater Escrow TWDB Loan - D	1041	Amergy Bank		85,313	85,313
	Debt Service Fund - DS	0004	Texpool	3.98%	311,590	312,908
Debt Service Fund Total					\$ 737,542	\$ 739,830
Capital Fund						
	Water Capital Projects Fund	7780	First National Bank	0.50%	\$ 36,943	\$ 36,943
	Capital Project - Bond Series 2021	0005	Texpool	3.98%	4,891,851	4,912,548
	Water Capital Projects Fund	3653	First National Bank	0.50%	86	86
	Capital Project - Bond Series 2023	0006	Texpool	3.98%	2,416,486	2,426,710
Capital Fund Total					\$ 7,345,366	\$ 7,376,287
Water Fund						
	Water Operating Account	1469	First National Bank	0.50%	\$ 504,396	\$ 709,582
	Wastewater TWDB Checking	3289	First National Bank	0.00%	572	572
Operating Total:					\$ 504,968	\$ 710,154
	Wastewater /Water MMA	0002	Texpool	3.98%	\$ 1,242,580	\$ 1,247,837
	Wastewater /Water Capital	3543	First National Bank	0.50%	346,196	346,224
	Wastewater MMA (Water)	5076	First National Bank	0.50%	146,999	147,057
Water Fund Total					\$ 2,240,743	\$ 2,451,272
Total Cash & Investments					\$ 10,954,404	\$ 11,120,077

5c. Liens Release

Agenda

Item #6

**General
Manager's
Report**

BASTROP COUNTY WCID NO. 2

General Manager's Update

March 21, 2024

6a. Update on District water plants and lift stations:

No updates at this time.

6b. W/WW Maintenance & Capital Improvements update:

We have a proposal from Befco and from Advanced Groundwater Solutions. They will be proceeding with the discovery phase for a test well within the next month. We will have more information after this has been completed, on where we can be more likely to put a new well.

6c. Roads maintenance & improvement projects update:

So far, the road crews are on task for the year. Most of the prep and ditch work has been completed and we are waiting on culverts now. Once received and installed, crews will be ready to finish the prepping for paving. The County will be finishing the Lovers Lane construction they have going within the next 2-3 weeks and plan on moving into Tahitian after this.

6d. Employee & Administrative update:

No updates at this time.

Agenda

Item #7

**Discussion and review of
capital improvement
projects to be funded with
bond proceeds**



VIA ELECTRONIC MAIL

March 15, 2024

Bradley C. Loehr, P.E.
Project Engineer
BEFCO Engineering, Inc.
485 N. Jefferson
La Grange, TX 78945
bradley@befcoengineering.com

Re: Proposal for Professional Groundwater Consulting Services for Bastrop County WCID 2 (Tahitian Village) – Groundwater and Well Siting and Planning Study, and Test Well and Public Supply Well Permitting, Design, Specifications and Construction Phases

Dear Mr. Loehr:

As requested by BEFCO Engineering, Inc. (Client, District Engineer), Advanced Groundwater Solutions, LLC (AGS) has prepared this proposal for professional consulting services for various work phases and work tasks described in this proposal to assist the Client for: the collection and evaluations of available well and test hole records, reports, data and logs and completion of a groundwater and well siting and planning study; possible test hole drilling and logging and test well installation, pumping and water sampling; and the drilling, logging, testing and equipping of a new public supply well for Bastrop County Water Conservation and Improvement District (WCID) 2 (District). The District provides the water supply, wastewater, roads and drainage for the Tahitian Village development, which is located on the east side of the City of Bastrop, Texas in central Bastrop County. The District is located generally southwest, south and southeast of the intersection of State Highway 71 and Tahitian Drive and north of the Colorado River.

The District has three existing water plants that are in service and five existing public supply wells that provide the groundwater supply for the District and Tahitian Village. Prior to proceeding with the new public supply well construction phase, the District and District Engineer are planning or considering the completion of a groundwater and new well siting and planning study and the drilling, logging, testing and water sampling of an exploratory test well at a prospective new District well site that has not been determined.

March 15, 2024

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Descriptions of the AGS scope of services for several work phases for this project follow and AGS standard terms and conditions and a fee schedule documents are included as separate attachments. As requested and directed by the Client, we will complete project work phases and work tasks related to the scope of services that follow in this proposal and some work phases can be performed at the same time.

SCOPE OF SERVICES

AGS will perform the consulting services and work phases and work tasks described, as follow.

Groundwater and Well Siting and Planning Study

- Meetings (In-Person and On-line): Participate in one (1) on-line meetings with the District and Client to discuss the District's existing public supply wells, well water quality and water treatment, the District's water demands and possible future test hole, test well, new District public supply well, possible new District well site(s) and the AGS consulting work; and attend one (1) in-person meeting following completion of the AGS groundwater and new well siting and planning study to discuss the AGS study report, answer and address Client or District questions, and discuss preliminary planning for proceeding with a District test hole and test well and/or a new District public supply well.
- Field Visit: Perform a field visit to the District, meet with District and/or Client personnel, review and copy District well records, reports and logs, if available, and perform a visit to the District's existing water plants and public supply wells and one or more possible new District well sites, if a possible new well site(s) has been identified by the District or Client.
- Collect and review hydrogeologic, aquifer, water well, pilot or test hole, testing and water quality records, reports, data and logs that are available for the District's existing public supply water wells.
- The District and Client shall provide copies of the available District records and reports for the District's existing public supply wells to AGS including any well or well pumping equipment monitoring, testing or rehabilitation information plus information regarding the current estimates of the long-term District water demand at ultimate build-out of the District.
- Collect and review the electric or geophysical log(s) for one or more oil or gas wells or test holes that is (are) located in the general vicinity of the District, if the electric or geophysical log spans all or part of the actual or estimated depth interval(s) for the District's existing public supply wells or possible future District public supply.
- Prepare and provide a groundwater and new well siting and planning study report with: information regarding the AGS work completed; information regarding the local aquifers and hydrogeology; the District's existing public water supply wells and water quality information;

current and future District water demand information with a data table and summary and a preliminary estimate of the number of additional District public supply wells and/or alternative water supply volume needed to meet the District's future water demands; a figure(s) showing the locations and/or construction information for the District's existing public supply wells in the study area, one or more possible or potential new District well site area(s) or location(s), and selected other water well(s) or oil or gas well(s) or test hole(s) in the study area; test hole and test well planning information and recommendations; preliminary well construction, well pump and well motor parameters information and preliminary cost estimates for a District test hole / test well and new District public supply well; state and local regulatory and permitting requirements and information for a test hole / test well and public supply wells; and general water well siting information, guidelines, requirements and recommendations for a District test hole / test well and new District public supply well(s).

Lost Pines GCD Permitting Assistance

- Perform work, provide assistance to the Client and District and attend a meeting(s), as needed, to help the District meet the Lost Pines Groundwater Conservation District (GCD) permitting rules and requirements and prepare applications and information needed for approval(s) for the drilling and construction of a District test hole / test well and new District public supply well(s).
- Contact Lost Pines GCD staff and, as needed or if helpful, participate in an on-line meeting(s) or conference call(s) with Client, District and Lost Pines GCD staff regarding the GCD rules, requirements and applications.

AGS Note 1: The estimated AGS cost in the Project Cost section of this proposal for the Lost Pines GCD Permitting Assistance is for the AGS work tasks described in the section and does not include additional AGS work and cost if the permit(s) for a District test hole / test well or new District public supply well is (are) contested and/or requires a hearing(s).

Well Construction Parameters

- Review the available, test hole, well, water-level, testing and water quality records, data and logs for the District's existing public supply wells and the other information described in the AGS proposal for the previous Groundwater and New Well Siting Study work phase.
- Provide estimated well construction parameters for a District test hole, test well, production well and its permanent well pump and motor equipment that are more detailed than provided in the preliminary well construction parameters information described in the AGS proposal for the previous Groundwater and New Well Siting Study work phase.

The well construction and well pumping equipment parameters shall include: the test hole depth and types of geophysical logs to perform; the temporary test well and water sampling; water well

casing, blank liner pipe and well screen types and material diameters, depths, lengths and wall thicknesses; well pumping tests; well performance requirements; and the pumping rate, total dynamic head, pump setting, pump column sizing and well motor horsepower for the permanent well pump and motor equipment.

AGS Note 2: If an initial test hole and temporary test well phase is completed at a possible or prospective District well site and preferred by the Client, then AGS can wait to prepare the detailed well construction and well pumping equipment parameters until the test hole and temporary test well phase is completed and the site-specific records, data and logs are available for review and evaluations.

Well and Pump Specifications Review

- Review the following Client technical specifications and documents and provide review comments and suggested revisions to the Client for this District project: the draft technical specifications for the: test hole and production well (Technical Specification No. 18); well pump and well motor equipment (Technical Specification No. 17 (line shaft well pump and motor equipment) or Technical Specification No. 25 (submersible well pump and motor equipment); the draft water well profile drawing and well pump concrete foundation drawing; and the draft bid schedule for the test hole and test well, production well, well pump and well motor equipment.
- Attend a prebid meeting for the project and assist the Client to address any addendum item(s) and review prospective well contractor submittal(s) and bids for the test hole, test well, production well drilling or construction or the well pump and well motor equipment.

AGS Note 3: The Client has indicated that the Client and District, and not AGS, will be responsible for preparing and assembling the contract documents, technical specifications and plan drawings for review and approval(s) from the Texas Commission on Environmental Quality (TCEQ) and any other local, county or state agency or entity and the Client and District will be responsible for the project bidding and contract award.

District Test Hole and Test Well - Construction and Field Services and Report

- Meetings (In-Person and On-line): Participate in one (1) scheduled pre-construction meeting prior to the start of the test hole drilling operations with the Client, District, AGS and the drilling contractor personnel to discuss the drilling site conditions, the drilling contractor's equipment, project specifications, requirements and schedule and other relevant project and District information.

Participate in three (3) on-line meetings with the Client, District, AGS and/or drilling contractor to discuss the project status and progress, specifications and requirements, test hole and test well records, reports, data and logs, and other relevant project, test hole and test well information.

- **Field Visits:** Perform a limited number of field visits and provide field observation or inspection services during part of the test hole and/or temporary test well drilling, construction, development, testing and/or water sampling operations. If requested or needed, the AGS field services might include performing a water and/or gas field sampling operation(s) during the temporary test well pumping and testing phase but the proposed AGS cost for this project phase does not include budget for any laboratory costs for test well water or gas sample analysis, so the AGS proposal includes a separate AGS Laboratory Cost allowance, if needed. See AGS Note 4 and Note 5 that follow.

AGS Note 4: The AGS field observation or inspection services outlined would be for the specific test hole or temporary test well drilling, logging, construction, testing and/or water sampling operation(s) listed or another critical test hole or test well operation to supplement but not replace the normal, project construction management and inspection performed by the Client, District or others.

AGS Note 5: AGS is estimating a maximum of two (2) field visits to the District during the test hole or test well phase for each test hole and test well to supplement but not replace the field visits or inspections performed by the Client, District or others.

- Review and evaluate the driller's log, geophysical logs and the sieve analysis for the drill cuttings collected from the test hole.
- Provide written information and recommendations regarding the collection of one or more water samples from the test hole and the temporary test well sampling depth interval(s). If water samples are collected by the water well contractor from one or more test well water sampling depths, then evaluate the field pumping data and laboratory analyses of the water samples for each sampling depth interval.
- Prepare a memorandum report for the test hole and test well that provides: a summary of the water well contractor's test hole drilling and logging and temporary test well construction, testing and sampling operations and water quality analyses with the related records and logs in one or more appendices; an assessment of the prospects for the drilling and completion of a new District public supply well at or near the test hole site.

District Public Supply Well - Well Construction and Field Services

- **Meetings (In-Person and On-line):** Participate in one (1) scheduled pre-construction meeting at the test hole site prior to the start of the test hole drilling operations with the Client, District, AGS and the drilling contractor personnel to discuss the drilling site conditions, the drilling contractor's equipment, project specifications, requirements and schedule and other relevant project and District information.

Participate in eight (8) on-line meetings with the Client, District, AGS and/or drilling contractor to discuss the project status and progress, specifications and requirements, well drilling, construction, testing and equipment records, reports, data and logs, and other relevant project and well information.

Field Visits: Perform a limited number of field visits and provide field observation or inspection services during a few critical water well drilling, construction, development and/or testing operations. The preliminary list of possible critical well drilling, construction and testing phases for field observation or inspection are: test hole geophysical logging; well casing installation or the casing pressure cementing operation; well screen(s) prior to or during field installation; well pumping test(s); and/or final inspection with the District well and well pumping equipment installed and operational. If requested or needed, the AGS field services also might include performing a water and/or gas field sampling operation(s) during the well pumping and testing phase but the proposed AGS cost for this project phase does not include budget for any laboratory costs for well water or gas sample analysis, so the AGS proposal includes a separate AGS Laboratory Cost allowance, if needed. See AGS Note 6 and Note 7 that follow.

AGS Note 6: The AGS field observation or inspection services outlined would be for the specific well drilling, logging, construction, testing and/or water sampling operation(s) listed in this section or another critical well operation to supplement but not replace the normal, project construction management and inspection performed by the Client, District or others.

AGS Note 7: If needed, AGS is estimating a maximum of four (4) field visits during the well construction phase for each public supply well to supplement but not replace the field visits or inspections performed by the Client, District or others.

- Review and evaluate the driller's log, geophysical logs and the sieve analysis for the drill cuttings collected from the test hole for the production well.

AGS Note 8: Even if both a District test hole and a new District public supply well are located at the same site location, a new test hole may need to be drilled and logged at the same site, if a different water well contractor is selected for the District public supply well construction project than the well contractor that completes any previous test hole / temporary test well.

- If a separate test hole project is not completed previously at the same site location as a new District public supply well, then provide written information and recommendations regarding the collection of one or more water samples from the test hole and the temporary test well sampling depth interval(s). If water samples are collected by the water well contractor from one or more test well water sampling depths, then evaluate the field pumping data and laboratory analyses of the water samples for each sampling depth interval.

- Review the water well contractor’s well construction or completion recommendations and provide a written evaluation regarding the proposed well construction design, material diameters and depth settings, the gravel pack gradation and the screen slot size. If requested or needed, participate in a conference call(s) or meeting(s) regarding the test hole data and logs, any water sample field data or laboratory analyses and the water well contractor’s proposed well construction recommendations.
- As requested or needed, provide periodic but not daily or frequent office communication and consultation with the Client or water well contractor during the test hole and production well drilling, logging, construction, development and testing operations.
- Review the submittals for the well drilling and construction materials and operations. Review and evaluate the well development and pumping test field data, the proposed pumping rate, total dynamic head and depth setting for the permanent well pump and well motor horsepower and the well pumping equipment submittals. Also review the laboratory analyses for the water samples collected from the water well during the 36-hour pumping test and provide written review information to the Client.

AGS Laboratory Cost

- If any laboratory analysis of a water or gas sample(s) collected by AGS from the test hole or water well is requested or approved by the Client, then AGS will be reimbursed for any water or gas sample(s) collected that AGS is sent an invoice by the lab that performs the analysis.

AGS Note 9: The laboratory cost for any water or gas sample analysis that might be billed to AGS is different than the extensive laboratory analyses for test hole / test well and water well water samples that are specified to be completed by the water well contractor in the Client’s technical specifications and bid document(s).

PROJECT SCHEDULE

AGS will initiate work upon receipt of the signed AGS proposal or written authorization from the Client.

TERMS AND CONDITIONS

The AGS services provided pursuant to the proposal shall be governed by the terms and conditions set forth in the AGS Standard Terms and Conditions document that is included as a separate e-mail attachment, unless the Client and AGS execute a consultant agreement or similar agreement with terms and conditions that are agreeable to and signed by both the Client and AGS.



PROJECT COSTS

AGS proposes to perform the work on a time and materials plus expenses basis, lump sum basis, or allowance, as listed in this section, and a copy of our current Fee Schedule with our hourly rates is included as an e-mail attachment. Based on the work outlined in the Scope of Services, the planned AGS work phases and estimated costs follow on the next page.

Groundwater & Well Siting & Planning Study	\$25,000.00 to \$30,000.00	Time & Materials
Lost Pines GCD Permitting Assistance	\$8,000.00 to \$10,000.00	Time & Materials
Well Construction Parameters:	\$9,000.00 (per well)	Lump Sum
Well and Pump Specifications Review:	\$8,000.00 to \$10,000.00	Time & Materials

District Test Hole and Test Well (cost listed is per each District test hole and test well):

Construction and Field Services and Report?	\$22,000.00 to \$25,000.00	Time & Materials
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District Public Supply Well (costs listed are per each new District public supply well):

Well Construction and Field Services:	\$35,000.00 to \$40,000.00	Time & Materials
AGS Lab Cost (Test Well & District Well total):	\$2,500.00	Allowance

AGS will not exceed the costs listed above for the work phases outlined in the proposal without written approval of the Client. The cost estimates listed could be increased, if the scope of work and/or one or more of the work phases or work tasks outlined are changed, and, if so, AGS can either perform the work based on the hourly rates in our current Fee Schedule plus expenses or AGS can prepare another proposal for review by the Client. AGS will provide an invoice for our services to the Client on a monthly basis following the month(s) that AGS work is performed.

We appreciate the opportunity to work with BEFCO Engineering, Inc. and Bastrop County WCID 2 on this project. Please do not hesitate to contact me at (281) 813-9064 if you have any questions.

Sincerely,

John W. Nelson, PG
Principal Hydrogeologist



E-mail Attachments:

- AGS Proposal for BEFCO Engineering, Inc., Bastrop County WCID 2 (Tahitian Village) - Groundwater and Well Siting and Planning Study and Test Well and Public Supply Well Permitting, Design, Specifications and Construction Phases, March 15, 2024
- AGS Standard Terms and Conditions
- AGS 2024 Fee Schedule for Consulting Services

**BEFCO Engineering, Inc. –
Bastrop County WCID 2 (Tahitian Village) – Groundwater and Well Siting and Planning Study
& Test Well and Public Supply Well Permitting, Design, Specifications and Construction Phases
AGS Professional Consulting Services**

The contents of this proposal have been reviewed and the client’s designee below authorizes AGS to initiate work on the proposed scope, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

Signature: _____

Name: _____

Title: _____

Date: _____

Client / Engineer: _____

**Project or Job No.
for Billing or Otherwise**

Billing/Invoices to: _____

2024 FEE SCHEDULE

Principal Hydrogeologist	\$270 to \$300 / hour
Principal Engineer	\$270 to \$300 / hour
Senior Hydrogeologist V	\$245 to \$270 / hour
Senior Hydrogeologist IV	\$230 to \$250 / hour
Senior Hydrogeologist III	\$215 to \$235 / hour
Senior Hydrogeologist II	\$200 to \$220 / hour
Senior Hydrogeologist I	\$185 to \$205 / hour
Senior Engineer V	\$245 to \$270 / hour
Senior Engineer IV	\$230 to \$250 / hour
Senior Engineer III	\$215 to \$235 / hour
Senior Engineer II	\$200 to \$220 / hour
Senior Engineer I	\$185 to \$205 / hour
Project Hydrogeologist V	\$180 to \$190 / hour
Project Hydrogeologist IV	\$170 to \$180 / hour
Project Hydrogeologist III	\$160 to \$170 / hour
Project Hydrogeologist II	\$150 to \$160 / hour
Project Hydrogeologist I	\$140 to \$150 / hour
Project Engineer V	\$180 to \$190 / hour
Project Engineer IV	\$170 to \$180 / hour
Project Engineer III	\$160 to \$170 / hour
Project Engineer II	\$150 to \$160 / hour
Project Engineer I	\$140 to \$150 / hour
Administrator / Clerical	\$85 / hour

- AGS requires reimbursement for actual expenses that are incurred.
- The use of personal vehicle for project travel or field work will be billed at the IRS approved rate per mile.

FEE PAYMENT

- 1) AGS will submit invoices to Client monthly following any month of significant activity, and a final invoice upon completion of services. Invoices will show charges based on the current AGS Fee Schedule or other agreed-upon basis and will include a list of charges by approved task for work performed.
- 2) Payment is due within 30 days of receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay AGS all past due balances before AGS will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies AGS of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay AGS within forty-five (45) days following invoice date, AGS may consider the default a breach of the consulting agreement and all duties of AGS may be suspended or terminated, and work product may be withheld, without liability of any kind to AGS.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) Project report(s), project deliverable(s), and written work products prepared by AGS and provided to the Client during the project shall remain the property of the Client.
- 2) Field data and notes, laboratory test or technical data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of AGS, but may be requested by the Client during the project.
- 3) Client agrees that all reports and other work that AGS furnishes to Client or Client's agents which are not paid for under the scope of work, will be returned to AGS upon demand and will not be used for any purpose whatsoever.
- 4) Documents provided to AGS by the Client will be returned to the Client, upon request at the completion of work at Client's cost.
- 5) Reuse of AGS report(s), project deliverable(s) or other written materials by the Client or others, on extensions or modifications of the project or on other sites, without written permission from AGS or suitable adaptation by AGS for the intended purpose, shall be at the Client's or user's sole risk, without liability on the part of AGS, and Client agrees to indemnify and hold AGS harmless from all claims, damages and expenses, including attorney's fees.
- 6) AGS shall maintain Client's project data, report(s) and project deliverable(s) in strictest confidence, and will release such project data, report(s), project deliverable(s) or technical information to others only upon express written permission from the Client.

DISPUTES

- 1) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that AGS incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against AGS which is dismissed or for which judgment is rendered for AGS, Client will pay AGS for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) AGS will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which AGS considers adequate. Certificates of insurance will be provided to the Client upon request. Within the terms and conditions of the insurance, AGS agrees to indemnify Client against loss caused by actions of AGS, its employees or its subcontractors. AGS will not be responsible for liability beyond the limits and conditions reflected herein and in the Certificate of the Insurance. At Client's request, AGS will seek additional insurance coverage or limits for specific projects, and will bill the Client for the additional premium cost. AGS will require that its field subcontractors are insured to the same levels required of AGS by the Client.
- 2) AGS's professional liability will be limited to the value of the consulting services performed.
- 3) AGS will not be responsible for any loss or liability related to negligence of the Client or others employed by Client, or from negligence by any person for whose conduct AGS is not legally responsible.
- 4) Neither the Client nor AGS, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and AGS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

TEST BORINGS, OTHER EXPLORATIONS AND LAB SERVICES

- 1) To drill test borings or perform other explorations, AGS may engage a contractor experienced in this work. The Contractor's invoices plus a fifteen (15) percent service charge will be added to AGS's invoice. On occasion, AGS engages the specialized services of a testing firm or laboratory, individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product(s).
- 2) Alternatively, at Client's request, AGS will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be issued to Client for direct payment to the contractor(s). AGS review and approval of each invoice will be provided on request. Under either alternative, AGS does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their reports or results.

GEOPHYSICAL, GEOCHEMICAL AND TESTING INSTRUMENTATION SERVICES OR EQUIPMENT

AGS is equipped to provide or can rent or lease specialized geophysical, geochemical or other testing instrumentation services or equipment according to the project needs. Fees for these equipment services will be based on use charges at standard rates published by AGS or the equipment rental



Advanced Groundwater Solutions, LLC

www.advancedgw.com

Standard Terms and Conditions

or lease costs plus AGS fees for consulting services.

CUSTODY OF MATERIALS

- 1) In the course of work, AGS may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, AGS reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will AGS personnel represent AGS or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and AGS personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for AGS to conduct the work. AGS will take reasonable precautions to minimize damage to the land from use of its equipment but has not included the cost for restoration of damage that may result from AGS site operations in the AGS fee. If AGS is required to restore the land to its former condition, this will be arranged and the restoration cost plus fifteen (15) percent will be added to the associated AGS fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations performed by AGS or an AGS subcontractor. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. AGS shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from exploration work by AGS or an AGS subcontractor.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, AGS reserves the right to renegotiate any consulting agreement, the fees for AGS services and our continued involvement in the project. AGS will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for AGS to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate AGS for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of AGS personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against AGS and, to the full extent permitted by law, agrees to indemnify, defend and hold AGS harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting the AGS proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, AGS will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. AGS makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

MODIFICATION

This Agreement may be modified or amended only by a written agreement signed by an authorized agent of each party.

Agenda

Item #8

**Discussion regarding
FY2023 Annual Audit**

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Agenda

Item #9

**Discussion regarding
Road ILA with the
City of Bastrop**

INTERLOCAL AGREEMENT FOR ROAD IMPROVEMENTS

(2024)

STATE OF TEXAS	§	BASTROP COUNTY WCID2
COUNTY OF	§	AND
BASTROP	§	THE CITY OF BASTROP, TEXAS

THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2 (“BCWCID2”), a political subdivision of the State of Texas, and the CITY OF BASTROP, TEXAS, (“City”), a Texas Home-Rule Municipality, hereby enter into this Interlocal Agreement for Road Improvements (“Agreement”). BCWCID2 and the City are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

Recitals

WHEREAS, BCWCID2 has an interest in protecting the health and safety of citizens of Bastrop County, and the City has an interest in protecting the health and safety of citizens of the City of Bastrop; and

WHEREAS, consistent with its authority under Texas Special District Local Laws Code Chapter 11001, and Texas Transportation Code Chapter 251 and 253, BCWCID2 also has an interest in improving and maintaining the roads in BCWCID2’s jurisdiction, the roads of the unincorporated sections of Bastrop County, roads located within the City’s extraterritorial jurisdiction (“ETJ”), and streets within the city limits that are an integral part of or form a connecting link with a county road or state highway; and

WHEREAS, consistent with its authority under Texas Transportation Code Chapter 311, the City also has an interest in improving and maintaining the streets within the city limits, and roads located in the City’s ETJ, and roads within the unincorporated sections of Bastrop County that are an integral part of or form a connecting link with city streets; and

WHEREAS, Texas Government Code Section 791.032 authorizes a local government such as BCWCID2 to enter into an interlocal contract with the City to finance the construction, improvement, maintenance, or repair of streets or alleys in the City, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

WHEREAS, a number of the roads previously constructed within BCWCID2 that are now located within either the ETJ or city limits of the City are in poor condition, create potential hazards to public safety, and are in need of repairs and

improvements; and

WHEREAS, both BCWCID2 and the City have previously adopted master plans for road and/or street improvements within their respective jurisdictions and desire to coordinate efforts under this Agreement for improvements to the public roads identified in **Exhibit “A”** attached hereto (the “Project”); and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which: (i) BCWCID2 will endeavor to complete the Project roads prior to September 30, 2024; (ii) the City will reimburse certain costs incurred by BCWCID2 in connection therewith; and the City will accept the roads located in the City limits upon completion of construction of the improvements.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

AGREEMENT

1. Purpose

Pursuant to Chapter 791 of the Texas Government Code, BCWCID2 and the City are local governments and desire to enter into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: financing, project management, design, construction installation and maintenance of the Project, and will promote the public health, safety and welfare.

2. General Agreement

- A. BCWCID2 and the City hereby agree to cooperate in good faith and as further set forth in this Agreement for purposes of undertaking and completing the Project prior to September 30, 2024. The Parties mutually acknowledge and agree that the completion of the Project improvements by this deadline by BCWCID2 will be subject to the availability of funding, personnel, equipment, resources, weather, prior road improvement commitments and other matters, and the completion of the Project cannot be guaranteed by either Party. Failure by BCWCID2 to complete any of the Project improvements by this date will not be deemed a breach of this Agreement.
- B. Pursuant to Texas Government Code Section 791.014 (to the extent applicable to BCWCID2), before beginning a project to construct, improve, or repair a road under this Agreement, BCWCID2 Board of Directors shall consider and give specific written approval for the project in a separate document, other than

this Agreement, that describes the type of project to be undertaken and identifies the project's location. Until BCWCID2 has provided documentation of such approval, the City shall not be obligated to make any payments or perform any obligations towards that road project under this Agreement.

- C. For purposes of Texas Transportation Code Section 251.012 (to the extent applicable to BCWCID2), the City gives approval for BCWCID2 to spend BCWCID2 money to finance the construction, improvement, maintenance, or repair of those public roads identified in Exhibit A, if any, that are located in the city limits, and BCWCID2 finds that BCWCID2 will receive benefits as a result of the work on such public roads.
- D. For purposes of Texas Transportation Code Section 253.012 (to the extent applicable to BCWCID2), the City and BCWCID2 agree that BCWCID2 may improve those roads identified in Exhibit A, if any, that are in a subdivision or an access road to a subdivision located in the city limits. For such roads, BCWCID2 finds that the improvement of the road serves a district purpose. Consistent with Texas Transportation Code Section 253.012, the Parties agree that such improved roads are a County road, or a City road, as designated in Exhibit A, for the purposes of improvements under this Agreement.

3. City Responsibilities

- A. City authorizes BCWCID2 to construct the Project roads, and to perform compaction testing as needed to County specifications.
- B. City will reimburse BCWCID2 for all materials. Attached as **Exhibit "B"** is the current estimate of material costs for the Project. Prices are subject to change based on market conditions. In the event that prices for materials change, BCWCID2 shall notify City of the updated price estimates for materials for the Project no later than ten (10) days prior to purchasing the material and to submitting to City an invoice for materials reflecting the changed price.
- C. City will reimburse BCWCID2 for the cost of all surveys undertaken on behalf of BCWCID2 for the Project road improvements.
- D. City will reimburse BCWCID2 for the costs of any of BCWCID2's consultations with any consulting engineer relating to the Project road improvements.
- E. Upon completion of each Project road improvement, City shall contact BCWCID2 and schedule a joint inspection of the completed Project road improvements.

- F. BCWCID2 shall remain responsible for repair and maintenance of the Project road improvements for a one year warranty period after initial completion of construction. Provided the road improvement has been constructed in accordance with the requirements of this Agreement and all matters identified at the joint inspection have been corrected, the City shall accept all Project roads identified as City roads in Exhibit "A" at or prior to expiration of the one year warranty period

4. **BCWCID2 Responsibilities**

- A. BCWCID2 will use good faith efforts to complete the Project road improvements identified in Exhibit A, using BCWCID2-provided personnel and equipment.
- B. BCWCID2 will purchase all materials for the Project (subject to reimbursement from City).
- C. BCWCID2 will consult with the City's drainage plan. If needed, BCWCID2 will consult with City's consulting engineer, at City's expense, regarding the impact of the Project on City's drainage plan.

5. **Other Agreements Relating to the Project**

- A. The Parties shall use commercially reasonable efforts to complete all projects within BCWCID2 Fiscal Year 2023-2024 (October 1, 2023 - September 30, 2024) unless otherwise agreed by the Parties in writing.
- B. Payment is expected from the City, within 30 days of receiving an invoice from BCWCID2.
- C. Each Party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
- D. BCWCID2 and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads described herein.
- E. This Agreement may be renewed every fiscal year upon written request from City to BCWCID2 and written acceptance by BCWCID2 of said request. The request must include an updated **Exhibit A & B attachments**.

6. **Miscellaneous**

- A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To BCWCID2:

BCWCID2
Attn: Paul Hightower
General Manager
112 Corporate Drive
Bastrop, Texas 78602

To City:

City of Bastrop
Attn: Sylvia Carrillo
City Manager
1311 Chestnut Street
Bastrop, TX 78602

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a main contact person has been designated for the Parties as follows:

For BCWCID2:

BASTROP COUNTY WCID2
Attn: Tyler Walsh
Project Manager
112 Corporate Drive
Bastrop, Texas 78602

For City:

City of Bastrop
Attn: John Eddleton
Public Works Director for
Streets, Drainage and Cemetery
1311 Chestnut Street
Bastrop, TX 78602

- B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.
- D. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. General Waiver by the Parties. The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas law. To the extent authorized by Texas law, BCWCID2 and City agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its own negligent acts or omissions in connection with this Agreement as determined by a court of competent law.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the BASTROP COUNTY and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such

provision shall be construed against the drafter of the Agreement.

- I. Signature Warranty Clause. The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of City and BCWCID2, respectively.
- J. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by City, BCWCID2, their past or present officers, employees, or agents.
- K. Approval of Governing Bodies. This Agreement has been approved by the governing bodies of BCWCID2 and City.
- L. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- M. Termination. This agreement may be terminated by either Party, with or without cause, upon 30 calendar days written notice to the other Party.
- N. Governmental Purpose. Each Party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- O. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each Party hereto pursuant to the provisions of Texas Local Government Code Section 271.903.

[Signature page follows.]

EXECUTED TO BE EFFECTIVE this ____ day of _____, 2024.

CITY OF BASTROP

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

DRAFT

BASTROP COUNTY WCID2

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

Exhibit "A"
Identification of 2024 Project Roads

ROAD/ROAD SEGMENT	ANTICIPATED CONSTRUCTION TIME FRAME	DESIGNATION AS COUNTY, OR CITY ROAD
1. Aloha Lane		
2. Reva Court		
3. Koui Court		
4. Kohala Court		
5.		
6.		
7.		
8.		
9.		
10.		

Exhibit "B"
Current Estimate of Materials for the Project*

	Road/Road Segment	Length (feet)	Cost
1.	Aloha Lane	1233 Ft.	\$46,525
2.	Reva Court	205 Ft.	\$6,284
3.	Koui Court	327 Ft.	\$10,004
4.	Kohala Court	540 Ft.	\$16,416
5.	Rip Rap	optional >200	≤\$10,000
6.	2-abandoned D-way		\$1,400
7.	Density Testing		\$2,500
8.			
9.			
10.			

* Note: Current pricing estimates do not include costs of surveys, which BCWICD2 has scheduled for Reva Ct. and sections of Aloha. Rip rap will be needed on Aloha, but the other roads are expected to require minimal rip rap. Costs of fuel shall not be reimbursable under this Agreement.

Agenda

Item #10

**Discussion and possible
action regarding May 4,
2024 Director Election**

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 4, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 4 de mayo de 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) <i>Cargo(s)</i>	Candidate(s) <i>Candidato(s)</i>
Board of Directors <i>Junta Directiva</i>	Scott Ferguson <i>Scott Ferguson</i>
Board of Directors <i>Junta Directiva</i>	Ruth Bullock <i>Ruth Bullock</i>

Signature (*Firma*)

MaryBeth O'Hanlon

Printed name (*Nombre en letra de molde*)

(Seal) (*sello*)

Board President

Title (*Puesto*)

March 21, 2024

Date of signing (*Fecha de firma*)

See reverse side for instructions
(Instrucciones en el reverso)

**ORDER OF CANCELLATION
DE ORDEN DE CANCELACIÓN**

The Bastrop County WCID2 hereby cancels the election scheduled to be held on
(official name of governing body)
May 4, 2024 in accordance with Section 2.053(a) of the Texas
(date on which election was scheduled to be held)
Election Code. The following candidates have been certified as unopposed and are hereby
elected as follows:

*El WCID#2 del condado de Bastrop por la presente cancela la elección que, de lo contrario,
(nombre oficial de la entidad gobernante)
se hubiera celebrado el 4 de mayo de 2024 de conformidad, con
(fecha en que se hubiera celebrado la elección)
la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido
certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado
a continuación:*

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Scott Ferguson <i>Scott Ferguson</i>	Board of Directors <i>Junta Directiva</i>
Ruth Bullock <i>Ruth Bullock</i>	Board of Directors <i>Junta Directiva</i>

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.

President (*Presidente*)

Secretary (*Secretario*)

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)

See reverse side for instructions
Instrucciones en el reverso

Instructions for sample order of cancellation:

To cancel an election, the governing body must first receive and accept the Certification of Unopposed Candidates form (or the authority may create its own form) from the authority responsible for preparing the ballot. The cancellation order/ordinance must be adopted in an open meeting. The candidates are not required to be present. Certificates of election should be prepared for each unopposed candidate; however, the certificates of election should not be issued until after Election Day, as follows. Section 2.053 provides that the certificate of election shall be issued "in the same manner and at the same time" as for a candidate elected at an election. Therefore, the candidates, who have been declared "elected" at the meeting ordering the cancellation, must wait until after the official election day (even though no election is held) and no earlier than the prescribed canvassing period (even though no canvass is held) to be sworn in and assume their duties. Candidates may complete the Statement of Elected Officer prior to Election Day. The Statement should be kept locally; it does not need to be sent to the Secretary of State's Office. Copies of this order/ordinance must be posted on Election Day at each polling place that would have been used had the election not been cancelled.

An election* may be cancelled if:

- 1) The election is one in which a declaration of write-in candidacy is required; and
- 2) No opposed at-large race is on the ballot* within that election;*and
- 3) Each candidate whose name is to appear on the ballot* is unopposed, with some exceptions;

This means:

- In an all at-large election* (with no single-member districts), if there is one or more opposed at-large races, then all the races go on the ballot within that election.*
- In an election* in which any members of the governing body are elected from single-member districts, an election in a particular district may be cancelled if the candidate is unopposed and the election otherwise meets the above requirements (i.e., there is no at-large opposed race on the ballot).

Note: A general election (for full terms) or a special election (to fill a vacancy in an unexpired term) is considered a *separate election* with a *separate ballot* for purposes of these tests, even if held on the same election date. See our online Cancellation guide for details.

Instrucciones para el ejemplo de orden de cancelación:

Para cancelar una elección, la entidad gobernante primero debe recibir y aceptar, de la autoridad responsable para preparar la boleta, el formulario de Certificación para Candidatos Sin Oposición (o la autoridad puede crear su propio formulario) de la autoridad responsable para preparar la boleta. La orden/ordenanza de cancelación debe ser adoptada en una reunión abierta. No se requiere que los candidatos estén presentes. Se debe preparar un certificado de elección para cada candidato sin oposición; sin embargo, los certificados de elección no se deben emitir hasta el Día de las Elecciones, así como se detalla a continuación. La sección 2.053 indica que el certificado de elección será publicado "en la misma manera y al mismo tiempo" para un candidato elegido en una elección. Por lo tanto, los candidatos que hayan sido declarados "elegido" en la reunión de la cancelación, deben esperar hasta después del día oficial de elecciones (aunque no se hayan llevado una elección) y no antes del período prescrito de la campaña política (aunque no se lleve a cabo la campaña política) a ser jurados y asumir sus deberes. Los candidatos pueden llenar la Declaración de Funcionario Elegido antes del Día de las Elecciones. Este documento se debe mantener en los archivos locales. No es necesario enviarlo a la Oficina del Secretario de Estado. El Día de las Elecciones se debe exhibir una copia de esta orden/ordenanza en todos los sitios de votación que se hubieran utilizado en la elección si no hubiera sido cancelada.

Una elección* puede ser cancelada si:

- 1) *la elección es una en la que se requiere una declaración de candidatos por escrito en la boleta de votación; y,*
- 2) *no hay oposición para la carrera por acumulación en la boleta* de votación dentro de esa elección* y*
- 3) *Todos los candidatos cuyos nombres deben aparecer en la boleta* de votación no tienen oposición, con unas excepciones;*

Esto significa:

- *En una elección* por acumulación (sin ningún distrito con miembro único), si se encuentra una o más de una carrera por acumulación con oposición, entonces todas las carreras estarán en la boleta dentro de esa elección*.*
- *En una elección* en la que cualquiera de los miembros de la entidad gobernante se eligen de distritos con un solo miembro, se puede cancelar una elección en un distrito específico si hay oposición para el candidato y la elección cumple con los requisitos que anteceden (ej. no hay oposición para la carrera por acumulación en la boleta).*

Nota: Una elección general (con términos completos) o una elección especial (para llenar una vacante de un término no vencido) es considerada como una elección distinta con una boleta distinta con los propósitos de estas pruebas, aunque se lleven a cabo en la misma fecha electoral. Vea nuestra guía de cancelación en línea para más detalles.

Agenda

Item #11

**Discussion regarding 2023
Annual Road Meeting
presentation**

Roads Pending/Completed with County from previous years

Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
1	760	E & W. Keamuku Ct	760	***COMPLETED***
1	360	Ewa Ct	360	***COMPLETED***
2	1000	Onini	1000	***COMPLETED***
2	250	Kolo Court	250	***COMPLETED***
2	450	Okoe Ct (East)	450	***COMPLETED***
2	1200	Koali	1200	***COMPLETED***
2	350	Pulehu Ct	350	***COMPLETED***
2	2090	Koolua	2090	***COMPLETED***
2	1,500	Haleakala Dr.	1500	***COMPLETED***
	275	Taro Court	275	***COMPLETED***
2	180	Waihi Court	180	***COMPLETED***
2	650	Laau Court	650	***COMPLETED***
5	1300	Kikipua	1300	***COMPLETED***
4 & 5	3100	Waipahoehoe Dr.	3100	***COMPLETED***
4	2550	Mokuleia Cir.	2550	***COMPLETED***
5	2700	Nene	2700	***COMPLETED***
4	950	Mokolea Lane	950	***COMPLETED***
	18715			
	3.54	to be accepted into the County for 2024		

Total miles of Roads accepted for 2023 into the County System is 2.96 miles

October 2023 - September 2024 (Year 1 LOCKED)

Unit	Total to be Paved		Street	Length of Unpaved Road by Feet	Comments
1	1,260		E & W Wiamea Ct	1260	
1	350		Olai Court	350	Connector for Makaha & Wiamea
1	3,400		Makaha East to Mauna Kea	3900	500 Ft done in 2018/19
3	1,020		Naalehu Ct	1020	
3	2529		Keawakapu	2529	
3	900		Koele	900	
4	950		Kaaawa Lane East	950	West Off Akaloa by Wailupe
5	200		Manana Ct	200	
5	725		Kahana W	725	Off Awehi Lane
3	450		Lipoa	450	
	350		Upola Court		
	12,134				
	2.30		TOTAL MILES THIS YEAR		

October 2024 - September 2025 (Year 2)

Unit	Total To Be Paved		Street	Length of Unpaved Road by Feet	Comments
5	3900		Heleakala Dr	3900	Heleakala connects to Lamaloa County Road and this group is batched for Egress
2	1900		Keneka (Was Wahane west of washout)	1770	
4	400		Aiea Ct	400	
4	500		Kaiwi Ct	500	
4	4000		Hanauma Dr	4000	
4	3300		Helemano Dr	3300	
5	3900		Iva Lane	3900	
	17900				
	3.39		TOTAL MILES THIS YEAR		

October 2025 - September 2026 (Year 3)

Unit	Total to be Paved		Street	Length of Unpaved Road by Feet	Comments
5	350		Puu Kaua Ct	350	<p align="center">THESE 8 STAY GROUPE TOGETHER FOR FUTURE ROAD PLAN</p>
5	360		Mokuauia Ct	360	
5	240		Makua Ct	240	
5	320		Waialea Ct	320	
5	220		Waipio ct	220	
5	400		Kahuku Ct	400	
5	550		MoKoolii Ct	550	
5	550		Waialua Ct	550	
5	2650		Kawainui LANE	2650	Off N. Wahane
2	2700		Waiee	2700	Off Awehi Lane
5	2350		Kamaiki	2350	
2	2500		Molokini	2500	Off Awehi Lane
2	100		Llio Court	100	Off Molokini
2	3450		Hekili	3450	Off N. Wahane
2	200		Eke	200	
4	2550		Wailupe	2550	Off N. Wahane
	19,490		2,440		
			0.46		
	3.69		TOTAL MILES THIS YEAR		

October 2026 - September 2027 (Year 4)

Unit	Total to be Paved		Street	Length of Unpaved Road by Feet	Comments
5	500		Puu Waa Waa East	500	Connects to Diamond Head
5	350		Halawa Ct.	350	off Puu Waa Waa above
5	2100		Pauwela	2100	
1	750		Kailua Lane	750	
5	760		Keahi Ct	760	
4	2880		Bali Hai Ln (previously Kolekole)	2880	West end off of Diamond Head
5	2330		Mokulua Ln (East)	2330	
1	1,420		Oahu Ct	1420	Off Nani Lane
1	330		Nani Lane	330	
1	650		Koa Ct	650	
4	1900		Palikea Cr	1900	
5	800		Hilea Ct	800	
5	1500		Keomuku Ln	1500	
	16,270				
	3.08		TOTAL MILES THIS YEAR		

October 2027 - September 2028 (Year 5)

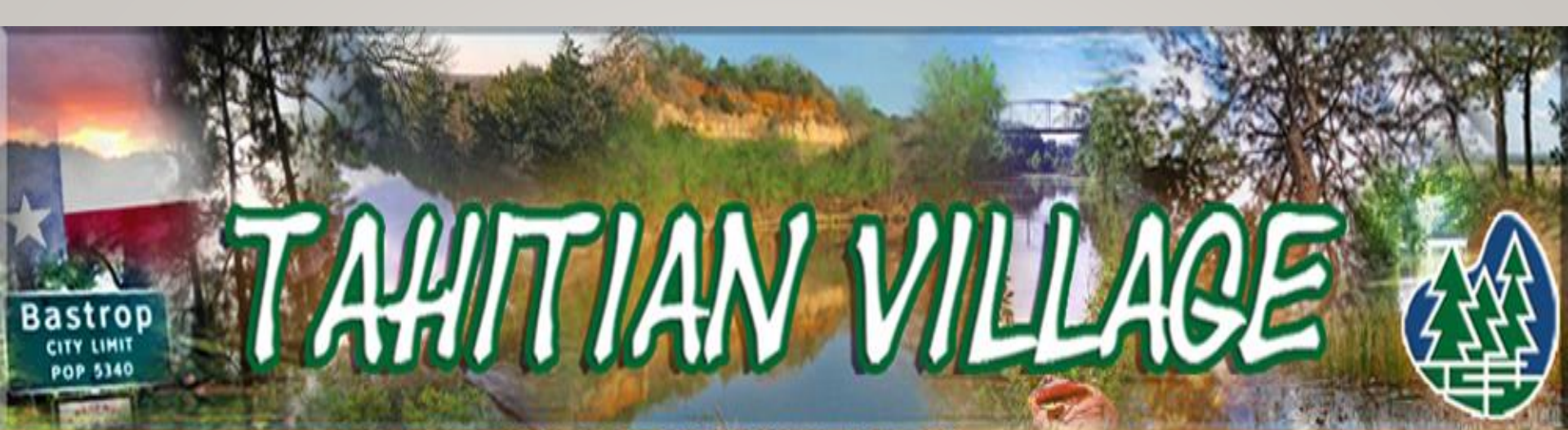
Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
	250	Kalihi Court	250	Off Waikiki below
	1150	Ahupu Lane	1150	
	3360	Diamond Head Dr.	3360	
	200	Hawaii Ct	200	Behind around shop off DH
	230	Honolulu Ln	230	Top of DH
	350	Howi Ln	350	Connector to Kawanui & Honolulu
	950	Kawanui Dr	950	Connector to Howi & Honolulu
	1600	Waikiki	1600	
	2850	Waimanalo Ln	2850	
2	1406	Wahane - E of Akaloa	1406	Lift Station
2	225	S. Pahihi	225	Connector to Wahane
	12,571			
	2.38	TOTAL MILES THIS YEAR		

**Remaining Roads to Be Completed with
other years or fit in where plausible**

Unit	Total to be Paved	Street	Length Ft	Comments
1	220	Reva/Lae Ct	220	
4	250	Pali Ct	250	
1	350	Koui Ct	350	
1	700	Kohala Lane	700	
1	2250	Aloha	2250	
	1800	Loke	0	County w/ Nuuanu
	450	Lanikai Ct.	0	County w/ Nuuanu
1	1150	Hulu Ln	1150	
2	160	Alau Ct	160	
5	1450	Kahana E	1450	
2	250	Hana Ct	250	
5	336	Kaala Drive	336	
4	4300	Kaukonahua Lane	4300	
5	150	Keehi Ct	150	
5	250	Koolau ct	250	
1	760	Lanai Ct	760	
2	240	Mala Ct	240	
1	0	Maui Ct	0	BEING REMOVED DUE TO CLIFF
2	190	Nuu Ct	190	
1	950	Okoe Ct (West)	950	
5	400	Hoku	400	
1	1100	Makaha East Mauna Kea to Aloha Ln	1100	DOES NOT CONNECT TO 71 - VERIFIED 3/9/21 PER CAD MAP
	TOTAL FROM REMAINING:		15456	
	Total Miles Left		2.9	

TOTAL MILES LEFT PER THIS PLAN

17.77



BCWCID #2
Annual Road Meeting

March 23, 2024

DRAFT ONLY

~This presentation will be available on the BCWCID2 website after final approval ~

RECOGNIZING OF DIGNITARIES AND INVITEES

- Mel Hamner ~ Commissioner, Bastrop County
- Joseph Willrich ~ BEFCO Engineering

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PRESENTATION OVERVIEW

- Accomplishments/Updates Since Last Meeting
 - 3.8 miles completed
 - 2.3 Mi currently under construction
- Building FY 2024-29 Plan
 - FY = Oct 1 – Sep 30



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FIRST 40+ YEARS

TAHITIAN ESTABLISHED IN THE 70'S ALL PLATTED AND ROAD DESIGNS APPROVED

- All Arterial Roads Completed
- 73% of All Roads Completed: 44 of the 61 miles, which leaves only 17 miles of WCID Road with almost 3 miles pending for County acceptance in 2024.
- 2023 brought a wide range of fuel and material price differences. For 2024, we are prospecting in the 5-10% range for increases. We are doing everything possible in-house, to keep the costs down and make your money go as far as it can.
- Use of In-House Road Crew & Contractors to build roads faster; and then County completes chip seal
 - ILA Agreement with the County saves the District Approx. \$75-100k per mile with completion.
- Funded Via Road District Statute (Road Fees)
 - \$17 per lot per Month .. \$204 per year. Even with the major price increases we had for 2022 & 2023, the District did not raise the fees. After reviewing for 2024, the Board has decided to hold at the current rate. We will be forced to review, should any major price increases hit us.
 - \$21 Max by Current Statute Updated 2017 by the BCWCID2 Board
 - All lots **(Vacant & Occupied)** are responsible for paying fees by state statute
 - 2024 - 75% of Road Fees collected to be used for Road Construction and 25% for Road Maintenance. No change since 2019.

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ROAD CONSTRUCTION PROCESS

- Road selection is prioritized by many items. In the past, it has strictly used home density, but with that changing on a regular basis, it's hard to keep up. We are to a point of having the road plan in place for the next several years, that once we reach that, we will just have to start processing the roads as we come to them. Once we are to the point of all roads completed OR deeded to the County, the Road District will be dissolved.
-
- Factors Used for Selection
 - Feeder Streets where multiple highly populated roads feed thru a lesser populated road
 - Egress routes / Emergency Access / Bus Routes / Home Density
 - High Risk Roads - IE: elevation/slope, single lanes and drainage,
 - Logical groupings in Units for efficiency & completeness, which saves the District funds
 - Density on case-by-case basis: Costs of roads in high density areas are much more expensive per mile, due to extra cost involving driveways & culverts. For this reason, we try to complete some non-occupied roads when we are in certain areas, which saves the District a good amount of funds in the end.
 - 2024 Process:
 - Engineering surveys completed for Year 1 locked roads
 - Pre-Construction activities (clearing, ditches, etc) typically starts first of the year.
 - Roads, once completed, will be accepted by County after walk-thru, approval and following the typical 1-year warranty period.

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2024 FINANCIALS FOR ROAD CONSTRUCTION & MAINTENANCE

- The District has collected (or will collect) \$1.934M in annual road fees for 2023.
- In 2023, the District received a \$50k donation from the TVPOA & ACC offices.
- In 2023, roads were constructed with the use of contracted labor, WCID2 labor and support of the Bastrop County via Interlocal Agreements.
- Projected 2024 road fees will be used to fund All road construction, maintenance & chip sealing.
- A financial analysis will be available on the website once our final 2023 audit is completed, expected in April to May of 2024.
- Current Estimate at \$290-315K per mile with Engineering. Cost of oil is still a major factor along with material & fuel price increases.

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MAJOR ROAD MAINTENANCE – 2023 LIST

- We had a total of 31 roads that were in the maintenance work, completed for the year. **
- We used 17,548 total tons of material (cold-mix, reclaimed concrete or flex base) which covered/maintained/graded almost 10-miles of roadway for 2023. This is up from the 7,269 we used in 2022!!
- Material is way up from the 2022 #s as we focused on using the grader to disrupt and pack down the natural material in the areas while adding base for future paving. The County and WCID crews have been focusing on opening up roads, where we haven't much or any access too, in the past. Mulching crews are cleaning up the ROWs and we are able to get in to grade them out. Crews are adding flex base to have them pre-prepped for future paving. In the end, this results in a savings for us when it comes to the actual construction time.

****This does not include new construction or the chip sealing/prepping that was completed****

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KEY FACTORS & DATA USED IN BUILDING THE 2024 / 2028 - 5 YEAR PLAN

- First 3 years locked for planning & engineering purposes & last 2 years are subject to be changed.
- Bastrop WCID2 5-year Road Plan priorities: Ingress/Egress, bus routes along and high risk or emergency access with home density as-needed.
- Connection to current County/City Roads, Collector & Feeder Streets; which are streets used to get from a smaller to a larger road.
- Roads added when it is logical to complete an area while crews are already there, which saves the District funds.

SIDE NOTE:

- In 2020, the BCWCID2 Board of Directors voted, that once a road is added to the plan in the 5-year line up, that it not be removed.

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2024 Road Construction and Maintenance Priorities

- Road Fees cover Road Construction & Road Maintenance
 - Engineering surveys completed for Year 1 locked roads
 - Finding ways to use/save money to make it go as far as we can is always a priority. With material and fuel increases, it's a most important time than ever to spend wisely. We will do our best, to make your money go as far as we can.
- The District has a 6 employee Road Crew working full time on road construction & maintenance
 - Teams to Use County Equipment (Grader, Roller & Water Tanker) with ILA
 - State certified operator training offered at no cost from County and TXLAP sources
 - Improve Maintenance Process & Assist in Construction
 - Unfinished roads will be prioritized to be graded and rolled

Thank you Bastrop County Pct #1 For this Great Opportunity!

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2023 ROAD SUMMARY

- In 2023, the following (21) roads were conveyed & accepted into Bastrop County: W. Kamoi Ct., E. Kamoi Ct., Lihue Ct., Mahina Ct., Kawela Dr., Nakalele Ln., Kahalulu Dr., W. Koa Ct., W. Okoe Ct., Taro Ct., Auau Ct., Paia Ln., Lopa Ct., Kipahululu Dr., Otani Ct, Ioa Ct., Honopu Dr., Keokeo Ct., Kula Ct., Keaau Ct. and Wahane Ln. (between Nanakuli Dr and Keneka Ln) totaling 2.96 miles.
- In 2023, \$286K was spent on road maintenance.
- By Approving the Plan at the annual road meeting, the 1992 Master plan is updated and also communicated to the District residents, the Bastrop County and Bastrop City for the change in road inventory, roads to be reconstructed in 2023/2024 with future plans and cost estimates to complete.
- Most recent estimate of costs to complete the project for 100% conveyance of all roads to Bastrop County or Bastrop City is in the \$5.7 to \$6.1m range. This # is close to last years figure and is primarily due to the rising costs of oil and other materials. This could be a highly variable # for the next few years.

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PENDING OR COMPLETED PREVIOUS PLANS

Roads Pending/Completed with County from previous years

Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
1	760	E & W. Keamuku Ct	760	***COMPLETED***
1	360	Ewa Ct	360	***COMPLETED***
2	1000	Onini	1000	***COMPLETED***
2	250	Kolo Court	250	***COMPLETED***
2	450	Okoe Ct (East)	450	***COMPLETED***
2	1200	Koali	1200	***COMPLETED***
2	350	Pulehu Ct	350	***COMPLETED***
2	2090	Koolua	2090	***COMPLETED***
2	1,500	Haleakala Dr.	1500	***COMPLETED***
	275	Taro Court	275	***COMPLETED***
2	180	Waihi Court	180	***COMPLETED***
2	650	Laau Court	650	***COMPLETED***
5	1300	Kikipua	1300	***COMPLETED***
4 & 5	3100	Waipahoehoe Dr.	3100	***COMPLETED***
4	2550	Mokuleia Cir.	2550	***COMPLETED***
5	2700	Nene	2700	***COMPLETED***
4	950	Mokolea Lane	950	***COMPLETED***
	18715			
	3.54	to be accepted into the County for 2024		

Total miles of Roads accepted for 2023 into the County System is 2.96 miles

DRAFT ONLY

PROPOSED ROAD PROJECTS -

October 2023 - September 2024 (Year 1 LOCKED)

Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
1	1,260	E & W Wiamea Ct	1260	
1	350	Olai Court	350	Connector for Makaha & Wiamea
1	3,400	Makaha East to Mauna Kea	3900	500 Ft done in 2018/19
3	1,020	Naalehu Ct	1020	
3	2529	Keawakapu	2529	
3	900	Koele	900	
4	950	Kaaawa Lane East	950	West Off Akaloa by Wailupe
5	200	Manana Ct	200	
5	725	Kahana W	725	Off Awehi Lane
3	450	Lipoa	450	
	350	Upola Court		
	12,134			
	2.30	TOTAL MILES THIS YEAR		

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PROPOSED ROAD PROJECTS –

October 2024 - September 2025 (Year 2)

Unit	Total To Be Paved	Street	Length of Unpaved Road by Feet	Comments
5	3900	Heleakala Dr	3900	Heleakala connects to Lamaloa County Road and this group is batched for Egress
2	1900	Keneka (Was Wahane west of washout)	1770	
4	400	Aiea Ct	400	
4	500	Kaiwi Ct	500	
4	4000	Hanauma Dr	4000	
4	3300	Helemano Dr	3300	
5	3900	Iva Lane	3900	
	17900			
	3.39	TOTAL MILES THIS YEAR		

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PROPOSED ROAD PROJECTS –

October 2025 - September 2026 (Year 3)

Unit	Total to be Paved		Street	Length of Unpaved Road by Feet	Comments
5	350		Puu Kaua Ct	350	THESE 8 STAY GROUPED TOGETHER FOR FUTURE ROAD PLAN
5	360		Mokuauia Ct	360	
5	240		Makua Ct	240	
5	320		Waialeale Ct	320	
5	220		Waipio ct	220	
5	400		Kahuku Ct	400	
5	550		MoKoolii Ct	550	
5	550		Waialua Ct	550	
5	2650		Kawainui LANE	2650	Off N. Wahane
2	2700		Wainee	2700	Off Awehi Lane
5	2350		Kamaiki	2350	
2	2500		Molokini	2500	Off Awehi Lane
2	100		Llio Court	100	Off Molokini
2	3450		Hekili	3450	Off N. Wahane
2	200		Eke	200	
4	2550		Wailupe	2550	Off N. Wahane
	19,490		2,440		
			0.46		
	3.69		TOTAL MILES THIS YEAR		

DRAFT ONLY

PROPOSED ROAD PROJECTS -

October 2026 - September 2027 (Year 4)

Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
5	500	Puu Waa Waa East	500	Connects to Diamond Head
5	350	Halawa Ct.	350	off Puu Waa Waa above
5	2100	Pauwela	2100	
1	750	Kailua Lane	750	
5	760	Keahi Ct	760	
4	2880	Bali Hai Ln (previously Kolekole)	2880	West end off of Diamond Head
5	2330	Mokulua Ln (East)	2330	
1	1,420	Oahu Ct	1420	Off Nani Lane
1	330	Nani Lane	330	
1	650	Koa Ct	650	
4	1900	Palikea Cr	1900	
5	800	Hilea Ct	800	
5	1500	Keomuku Ln	1500	
	16,270			
	3.08	TOTAL MILES THIS YEAR		

DRAFT ONLY

PROPOSED ROAD PROJECTS –

October 2027 - September 2028 (Year 5)

Unit	Total to be Paved	Street	Length of Unpaved Road by Feet	Comments
	250	Kalihi Court	250	Off Waikiki below
	1150	Ahupu Lane	1150	
	3360	Diamond Head Dr.	3360	
	200	Hawaii Ct	200	Behind around shop off DH
	230	Honolulu Ln	230	Top of DH
	350	Howi Ln	350	Connector to Kawanui & Honolulu
	950	Kawanui Dr	950	Connector to Howi & Honolulu
	1600	Waikiki	1600	
	2850	Waimanalo Ln	2850	
2	1406	Wahane - E of Akaloa	1406	Lift Station
2	225	S. Pahihi	225	Connector to Wahane
	12,571			
	2.38	TOTAL MILES THIS YEAR		

DRAFT ONLY

FUTURE ROADS PENDING INCLUSION INTO THE PLAN ~ PAGE I

Remaining Roads to Be Completed with other years or fit in where plausible

Unit	Total to be Paved	Street	Length Ft	Comments
1	220	Reva/Lae Ct	220	
4	250	Pali Ct	250	
1	350	Koui Ct	350	
1	700	Kohala Lane	700	
1	2250	Aloha	2250	
	1800	Loke	0	County w/ Nuuanu
	450	Lanikai Ct.	0	County w/ Nuuanu
1	1150	Hulu Ln	1150	
2	160	Alau Ct	160	
5	1450	Kahana E	1450	
2	250	Hana Ct	250	
5	336	Kaala Drive	336	

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FUTURE ROADS PENDING INCLUSION INTO THE PLAN ~ PAGE 2

4	4300		Kaukonahua Lane	4300	
5	150		Keehi Ct	150	
5	250		Koolau ct	250	
1	760		Lanai Ct	760	
2	240		Mala Ct	240	
1	0		Maui Ct	0	BEING REMOVED DUE TO CLIFF
2	190		Nuu Ct	190	
1	950		Okoe Ct (West)	950	
5	400		Hoku	400	
1	1100		Makaha East Mauna Kea to Aloha Ln	1100	DOES NOT CONNECT TO 71 - VERIFIED 3/9/21 PER CAD MAP
	TOTAL FROM REMAINING:			15456	
			Total Miles Left	2.9	

TOTAL MILES LEFT PER THIS PLAN

17.77

DRAFT ONLY

THANK YOU

County Commissioner Mel Hamner

BEFCO Engineering

TVPOA & ACC Boards

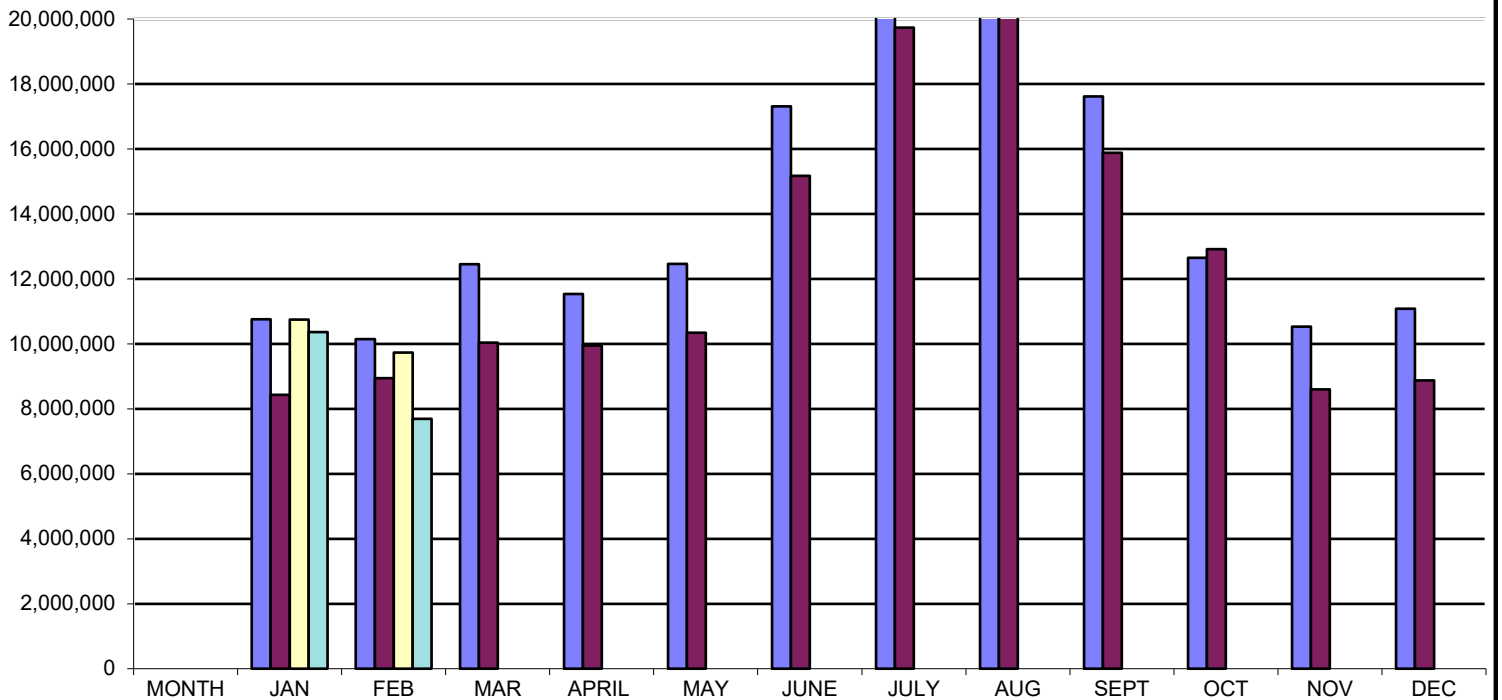
BCWCID2 Staff and Board Members

**As always, our many Thanks to everyone, for the hard work
and dedication to the BCWCID2 community!!**

DRAFT ONLY

Misc Reports

	2023	2023	2024	2024	2024		
	PUMPED	USAGE	PUMPED	USAGE	PUMPED	ACTIVE	
MONTH	WATER	OF WATER	WATER	OF WATER	UNBILLED	METERS	%
JAN	10760239	8426807	10742789	10367301	309,996	2,271	1%
FEB	10147969	8939642	9733921	7695855	953,700	2,268	11%
MAR	12454621	10041789					#DIV/0!
APRIL	11537934	9950485					#DIV/0!
MAY	12462381	10344180					#DIV/0!
JUNE	17314556	15172654					#DIV/0!
JULY	23565506	19738094					#DIV/0!
AUG	24789200	23637321					#DIV/0!
SEPT	17613065	15879891					#DIV/0!
OCT	12646027	12919807					#DIV/0!
NOV	10525332	8598438					#DIV/0!
DEC	11076969	8875527					#DIV/0!
TOTALS	174,893,799	152,524,635	20,476,710	18,063,156	1,263,696		6%



JOB CODE	----- ISSUED THIS PERIOD -----				----- PRIOR ORDERS -----			TOTAL	TOTAL
	ISSUED	COMPLETED	VOIDED	OUTSTANDING	COMPLETED	VOIDED	OUTSTANDING	COMPLETED	OUTSTANDING
ALARM SEWER ALARM	13	9	0	0	2,502	31	2	2,511	2
BROWN BROWN WATER	0	0	0	0	398	3	0	398	0
CHANG CHANGE SIGN	0	0	0	0	37	0	0	37	0
CULVE CULVERT PERMIT	0	0	0	0	523	11	0	523	0
FLUSH FLUSH WATER LINE	1	1	0	0	910	1	0	911	0
HSWAP METER HEAD SWAP	0	0	0	0	152	15	0	152	0
IRRIG IRRIGATION PERMIT	0	0	0	0	61	2	1	61	1
LEAK CHECK FOR LEAK	15	8	0	0	1,975	26	4	1,983	4
LKMTR LOCK MTR	0	0	0	0	237	64	0	237	0
LNLOC LINE LOCATE	0	0	0	0	266	5	0	266	0
METER MOVE METER CHARGE	2	0	1	1	6	7	0	6	1
MI METER INFORMATION	3	2	0	1	181	12	0	183	1
MISCE MISCELLANEOUS	4	3	0	0	3,499	188	17	3,502	17
MOW MOWING GRASS	0	0	0	0	262	1	2	262	2
OCC OCCUPANT CHANGE	14	14	0	0	4,455	70	0	4,469	0
ODOR SMELLY WATER	0	0	0	0	40	0	0	40	0
OFF TURN OFF SERVICE	10	10	0	0	3,035	298	0	3,045	0
OFFEE TRIP CHARGE TURN OFF	0	0	0	0	22	0	0	22	0
ON TURN ON SERVICE	16	15	1	0	4,081	87	0	4,096	0
ONFEE TRIP CHARGE TURN ON	0	0	0	0	23	2	0	23	0
POOLS POOL/SPA PERMIT	0	0	0	0	57	1	0	57	0
RADIO RADIO READ REPORT	0	0	0	0	154	5	0	154	0
RC READ CHECK	2	2	0	0	446	111	0	448	0
ROAD ROAD REPAIR	7	0	0	2	3,961	26	8	3,961	10
RRMON RADIO READ MONITOR (RENT)	0	0	0	0	0	1	0	0	0
SEWER WASTEWATER MISC SERVICE	0	0	0	0	1,485	32	2	1,485	2
SIGN STREET SIGN	0	0	0	0	77	4	1	77	1
SWAP METER SWAP-OUT	1	1	0	0	1,831	114	0	1,832	0
SWTAP W/W TAP	4	1	0	3	520	26	4	521	7
TMPWT TMP WTR	0	0	0	0	9	5	0	9	0
W/W W/W ESTIMATE	11	10	0	1	1,269	46	1	1,279	2
WMEAS MEASURE FOR WATER TAP	16	16	0	0	1,967	53	1	1,983	1
WPRES LOW WATER PRESSURE	4	3	1	0	429	17	0	432	0
WTRTP WATER TAP	8	5	0	3	387	794	0	392	3
WWMOV W/W ESTIMATE FOR RELOCATE	0	0	0	0	11	6	0	11	0
** GRAND TOTALS **	131	100	3	11	35,268	2,064	43	35,368	54

FEBRUARY 2024

BCWCID#2

Re-Cap of Water Tap Applications

WATER TAPS:

2024 Pending	8	
2024 Complete.....	9	
2023 Complete.....	78	
2022 Complete.....	117	
2021 Complete.....	112	
2020 Complete.....	119	
2019 Complete.....	96	
2018 Complete.....	96	
2017 Complete.....	78	
2016 Complete	88	
2015 Complete	60	
2014 Complete	39	
2013 Complete.....	35	
2012 Complete.....	37	
2011 Complete.....	42	
2010 Complete.....	49	
2009 Complete.....	43	
2008 Complete.....	35	
2007 Complete.....	47	
2006 Pending.....	1	(Sac-N-Pac)
2006 Complete.....	25	
2005 Complete.....	26	
2004 Complete.....	39	
2003 Complete.....	72	
2002 Complete.....	113	

FEBRUARY 2024

BCWCID#2

Re-Cap of Wastewater Tap Applications

WASTEWATER TAPS:

2024 Pending	6
2024 Complete.....	5
2023 Pending	2
2023 Complete.....	30
2022 Complete.....	35
2021 Pending	1
2021 Complete.....	33
2020 Complete.....	43
2019 Complete.....	34
2018 Complete.....	52
2017 Complete	35
2016 Complete	40
2015 Complete	32
2014 Complete	26

Active Wastewater Customers: 890