

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 23, 2014

Ms. Bridget Bohac
Chief Clerk
Office of the Chief Clerk
Texas Commission on Environmental Quality
P.O. Box 13087, MC-105
Austin, Texas 78711-3087

Re: TCEQ Docket No. 2013-1001-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between the City of Huntsville and Walker County Special Utility District. Application No. 37495-C.

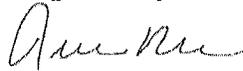
Dear Ms. Bohac:

Enclosed for filing with the Texas Commission on Environmental Quality ("Commission") is the original plus seven copies of the following items to be filed as backup materials for the February 12, 2014 Commission agenda regarding the request for an Order approving a contract designating water service areas between the City of Huntsville ("City") and Walker County Special Utility District ("District"):

1. Proposed Order;
2. Agenda Executive Summary;
3. Caption;
4. Staff memo detailing financial, managerial, and technical capabilities of the City and the District to provide continuous and adequate service to the affected areas;
5. Request for Commission Order approving a Texas Water Code section 13.248 Agreement filed by the City and the District on November 29, 2012, and declared administratively complete on December 12, 2012;
6. Texas Water Code section 13.248 Agreement between the City and the District executed on October 15, 2012;
7. City Certificate of Convenience and Necessity No. 12824;
8. District Certificate of Convenience and Necessity No. 11304;
9. Proposed map of the service area subject to the section 13.248 Agreement;
10. Consent forms signed by representatives for both the City and the District giving approval to the Executive Director for the attached final maps; and
11. Notice of Agenda setting letters to the City and the District.

Please do not hesitate to contact me at (512) 239-0627 if you have any questions regarding this material. Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Jessica Rogers".

Jessica Rogers
Staff Attorney
Environmental Law Division

Enclosure

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



TCEQ DOCKET NO. 2013-1001-UCR
APPLICATION NO. 37495-C

IN THE MATTER OF THE	§	BEFORE THE TEXAS
REQUEST FOR AN ORDER	§	
APPROVING THE AGREEMENT	§	
DESIGNATING SERVICE	§	COMMISSION ON
AREAS BETWEEN THE	§	
CITY OF HUNTSVILLE AND	§	
WALKER COUNTY SPECIAL	§	
UTILITY DISTRICT IN WALKER	§	ENVIRONMENTAL
COUNTY, TEXAS	§	QUALITY

ORDER

A request for a Commission Order approving an Agreement designating service areas between the City of Huntsville ("City"), water Certificate of Convenience and Necessity ("CCN") No. 12824, and Walker County Special Utility District ("District"), water CCN No. 11304, in Walker County, Texas, was presented to the Texas Commission on Environmental Quality ("TCEQ" or "Commission") for approval pursuant to Section 13.248 of the Texas Water Code, and Title 30 of the Texas Administrative Code, Sections 291.117 and 291.120.

On October 15, 2012, the City and the District entered into a Contract Service Agreement ("Agreement") regarding their respective water service areas pursuant to Section 13.248 of the Texas Water Code. Under the Agreement, the District will transfer three portions ("transfer area") of CCN No. 11304 to the City to be singly certified by the

City. Approximately 216.18 total acres of the District's CCN No. 11304 will be transferred to the City. There are no customers in this area. There will be no transfer of facilities under the Agreement. The Agreement is attached to this Order.

Contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity. TEXAS WATER CODE, §13.248.

The Commission held a hearing on the request at the February 12, 2014 agenda and found the request had merit.

The City is capable of rendering continuous and adequate water service to every customer in the CCN area to be transferred as described by the Agreement. The CCN transfer, which results in the City being singly certified to the 216.18-acre transfer area, is necessary for the service, accommodation, convenience, or safety of the public.

NOW, THEREFORE, BE IT ORDERED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY that:

The contract transferring three portions of the District's water CCN No. 11304 and designating that retail water service shall be provided by the City, water CCN No. 12824, in those areas, is hereby approved.

CCN No. 11304 in Walker County, held by the District, is hereby amended in accordance with the contract.

CCN No. 12824 in Walker County, held by the City, is hereby amended in accordance with the contract.

The Executive Director is directed to redraw the maps of the respective CCNs as provided in the contract and as set forth on the map attached to this Order, and to amend the Commission's official water service area map for Walker County, Texas.

The Chief Clerk of the Texas Commission on Environmental Quality shall forward a copy of this Order to the parties.

If any provision, sentence, clause, or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date:

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

For the Commission

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
INTEROFFICE MEMORANDUM

TO: Texas Commission on Environmental Quality **DATE:** January 23, 2014
THRU: Bridget Bohac, Chief Clerk
FROM: Jessica Rogers, Staff Attorney, Environmental Law Division
SUBJECT: TCEQ Docket No. 2013-1001-UCR. Consideration of a request for a Commission Order approving a contract designating service areas between the City of Huntsville and Walker County Special Utility District. Application No. 37495-C.

DESCRIPTION OF APPLICATION

Applicant: The City of Huntsville and Walker County Special Utility District

Regulated Activity: Retail water utility service

Type of Application: Request for a Commission Order approving a contract

Commission Action: Hearing regarding approval of the contract

Authority: Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117

FACTUAL BACKGROUND

The City of Huntsville ("City"), water Certificate of Convenience and Necessity ("CCN") No. 12824, and Walker County Special Utility District ("District"), water CCN No. 11304, provide retail water service in Walker County, Texas. On October 15, 2012, the City and the District entered into a Contract Service Agreement ("Agreement") regarding their respective water service areas pursuant to Section 13.248 of the Texas Water Code. Currently, the District is singly certified to three portions of land proposed to be transferred under the Agreement: the portion of land containing Scott's Hyponex Company, consisting of approximately 104.39 acres; the portion on which the future Sam Houston State University Equine Center and Rodeo Arena will be built, consisting of approximately 111.05 acres; and the portion of land containing Brookview Subdivision Lots 1-5, consisting of approximately 0.74 acres. Under the Agreement, the District will transfer to the City these three portions of land totaling approximately 216.18 acres currently within the District's CCN area.

There are no customers or facilities in the areas being transferred. The parties were provided with a copy of the map that will be attached to the Order. The parties have consented that the map is accurate with regards to the proposed transfer areas.

LEGAL AUTHORITY

The Texas Water Code prohibits a utility, a utility operated by an affected county, or a water supply corporation from rendering retail water or sewer utility service directly or indirectly to the public without first obtaining a CCN.¹ Conversely, a municipality is not required to obtain a CCN to provide retail water or sewer service.² However, a municipality may not provide service to areas that are outside of its corporate boundaries but within the CCN of another retail public utility without first obtaining written consent from that retail public utility.³

The Texas Water Code and TCEQ rules allow retail public utilities to enter into service area agreements and have the Commission affirm the agreements by amending the entities' respective CCNs.⁴ A transfer of a water or sewer system that also includes the transfer of customers and/or facilities may, in some cases, also require separate Commission approval for the transfer of customers and/or facilities.⁵

The request to approve a 13.248 agreement is not subject to the notice provisions of Section 291.106, Title 30 of the Texas Administrative Code, which apply to applications for new and amended CCNs. The Commission may approve the service area agreement pursuant to section 13.248 of the Texas Water Code with the appropriate notice under the Open Meetings Act. The Executive Director will mail notice of the hearing upon the setting of an Agenda date.

¹ TEX. WATER CODE ANN. § 13.242(a).

² A municipality is a "retail public utility" under section 13.002(19) of the Texas Water Code but is not a "utility" under section 13.002(23). Therefore, the section 13.242(a) requirement that a "utility" must obtain a CCN before providing retail water or sewer utility service does not apply to a municipality.

³ TEX. WATER CODE ANN. § 13.242(b).

⁴ *Id.*; TEX. WATER CODE ANN. § 13.248; 30 TEX. ADMIN. CODE § 291.117 (West 2005)(Tex. Comm'n on Env'tl. Quality, Contracts Valid and Enforceable). Section 13.248 states "[c]ontracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Commission after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity."

⁵ TEX. WATER CODE ANN. § 13.301. The section requires that some applicants also demonstrate "adequate financial, managerial, and technical capability for providing continuous and adequate service to the service area being acquired and to any areas currently certificated to the person" for the separate transaction relating to the transfer of facilities and/or customers.

BASIS FOR STAFF RECOMMENDATION

The following items were considered in developing the staff's recommendation:

1. Request for a Commission Order approving the Texas Water Code Section 13.248 Agreement filed by the City on November 29, 2012 and declared administratively complete on December 12, 2012 (Application No. 37495-C);
2. Agreement between the City and the District, executed on October 15, 2012;
3. Financial, Managerial, and Technical analysis of the City's ability to operate in the affected areas;
4. Proposed Order;
5. Final proposed maps of the water service areas subject to the 13.248 Agreement; and
6. Consent forms signed by representatives for both the City and the District which give approval to the Executive Director for the above final maps.

STAFF RECOMMENDATION

Staff has confirmed that both parties are retail public utilities with active water CCNs. Staff has confirmed that the 216.18-acre area the parties seek to transfer from the District to the City is singly certified to the District. There are no customers or facilities in the areas being transferred. Further, staff is satisfied that the City possesses the adequate financial, managerial, and technical capability to provide continuous and adequate service to the areas of land proposed to be transferred under the Agreement. Finally, the parties have reviewed the Executive Director's proposed final maps and have signed consent forms showing approval for the proposed maps. Therefore, based on the facts stated in the application and the supporting documentation submitted by the City and the District, Staff supports the request for a Commission Order approving an Agreement respectively transferring three portions of the District's water service area to the City.

STAFF CONTACTS

Jessica Rogers, Environmental Law Division (239-0627)
Heidi Graham, Water Supply Division (239-0844)

CAPTION
City of Huntsville and Walker County Special Utility District
Application No. 37495-C

TCEQ Docket No. 2013-1001-UCR. Consideration of a request for a Commission Order approving a contract designating service areas between the City of Huntsville (“City”), water Certificate of Convenience and Necessity (“CCN”) No. 12824, and Walker County Special Utility District (“District”), water CCN No. 11304, in Walker County, Texas pursuant to section 13.248 of the Texas Water Code. Currently, the District is singly certified to three portions of land consisting of approximately 216.18 acres. Under the Agreement, the District will transfer its certification to these three portions of land to the City, making those portions singly certified to the City. No customers or facilities are proposed to be transferred. (Jessica Rogers, Heidi Graham)

TCEQ Interoffice Memorandum

To: Environmental Law Division

Date: January 25, 2013

Thru: Heidi Graham/Lisa Fuentes

From:  Debi Loockerman, CPA

Subject: Contract Service Agreement Pursuant to Texas Water Code, §13.248, from the City of Huntsville and Walker County Special Utility District (SUD), to Transfer a Portion of Certificate of Convenience and Necessity (CCN) Nos. 12824 and 11304 In Walker County; Application No. 3495-C

CN: 600745566; RN:102944352 (City of Huntsville)
CN: 603548991; RN:101245025 (Walker County SUD)

In my opinion, the applicants, City of Huntsville and Walker County SUD, have demonstrated adequate financial and managerial capability to provide service to the areas contracted for transfer. These conclusions are based on information provided by the applicant prior to this date and may not reflect any changes in the applicant's status subsequent to this date.

Review

Pursuant to the agreement in the application, Walker County SUD agrees to release and transfer to the City of Huntsville three CCN areas, including Scott's Hyponex, Brookview Lots 1 to 5, and a planned Equine Center. The City already serves in the subject areas, and there is no financial impact to the City or the SUD.

City of Huntsville: A copy of Huntsville September 30, 2011 Comprehensive Annual Financial Report (CAFR) was available on the City's website. Kenneth C. Davis & Co, PC, Certified Public Accountants (CPA) issued an unqualified opinion on the City of College Station's financial statement. College Station received the Certificate for Achievement of Excellence in Financial Reporting from the Government Finance Officers' Association in connection with the 2010 CAFR. According to the 2011 CAFR, Huntsville boasted 38,548 residents.

The CAFR revealed capital acquisition and construction of capital assets within the water and sewer enterprise funds (equipment and improvements) of \$13 million. Growth in net assets for 2011 in the water and sewer funds totaled \$8.5 million. Total noncurrent liabilities for Water and Wastewater Enterprise Funds were \$77 million. Total Net Assets for Water and Wastewater Enterprise Funds was \$140 million. The Enterprise Funds debt to equity ratio is, therefore, \$77 million to \$140 or .55 to 1. Less than a 1 to 1 ratio is preferred when analyzing the financial and managerial capabilities with regard to service abilities granted by a CCN.

Debt service coverage (DSC) was calculated as follows: Operating income before depreciation (Water and Wastewater Enterprise Funds) of \$19 million (funds available for debt service). Water and Wastewater Enterprise Fund Debt service for the year 2011 as indicated in the statement of Cash Flows for Proprietary funds totaled \$6 million. Therefore, DSC equals \$19 million to \$6 million, or 3 to 1. A DSC of 1.25 to 1 or higher is preferred.

Walker County SUD: A copy of Walker County SUD's September 30, 2011 CAFR was obtained through the District's Review Section, TCEQ. Kenneth C. Davis & Co, PC, CPA issued an unqualified opinion on the SUD's financial statements. The debt to equity ratio reflected on the balance sheet is .08 to one. Debt service coverage (DSC) was calculated as follows: Net operating revenues of \$2 million plus depreciation expense of \$0.5 million equals funds available for debt service of \$2.5 million. Debt service for the year 2011 as indicated on the Statement of Cash Flows totaled \$1.17 thousand. Therefore, DSC equals \$2.2 million to \$1.17 thousand, or 0.05 to 1. A DSC of 1.25 to 1 or higher is preferred. No projections were required. Walker County SUD served 2,443 water connections at 9/30/11.

Both City of Huntsville and Walker County SUD appear to be in excellent financial condition.



816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532
www.lglawfirm.com

Mr. Klein's Direct Line: (512) 322-5818
Email: dklein@lglawfirm.com

November 29, 2012

Ms. Tammy Benter
Manager, Utilities and Districts Section
Water Supply Division, MC-153
Texas Commission on Environmental Quality
12100 Park 35 Circle, Building F
Austin, Texas 78753

RE: Request for Approval of Contract Designating Areas to be Served by the City of Huntsville, Texas, and Walker County Special Utility District under CCN Nos. 12824 and 11304 pursuant to Texas Water Code § 13.248

Dear Ms. Benter:

The City of Huntsville ("City") and Walker County Special Utility District ("District") recently executed an Agreement Regarding Service Area ("Agreement"). The Agreement revises the City's water CCN No. 12824 and the District's water CCN No. 11034. Pursuant to the Agreement, the District agrees to release and transfer to the City the District's three CCN areas detailed in the Agreement.

Both the City and the District are "retail public utilities" as defined by Texas Water Code § 13.002(19) and 30 Tex. Admin. Code § 291.3(40), and thus they may utilize the process described in Texas Water Code § 13.248 and 30 Tex. Admin Code § 291.117 to transfer CCN territory. Accordingly, the City requests that the TCEQ amend water CCN Nos. 12824 and 11034 pursuant to the terms of the Agreement.

The City also respectfully requests that the Executive Director waive notice for good cause shown pursuant to Texas Water Code § 13.301(a)(2). The Agreement does not transfer any facilities or current customers from the District to the City. The City currently serves all customers within the transfer areas, except for the future Sam Houston State University Equine Center. Pursuant to the Agreement, this customer will receive service from the City when the University requires service to the Equine Center. The University does not need additional notice of this service arrangement because it has already requested service from the City. See letter requesting service attached hereto as Exhibit C.

NOV 29 2012 4:51 PM

REC'D
GENERAL

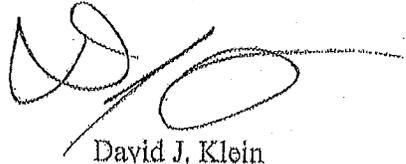
November 29, 2012
Page 2

In accordance with Title 30 Tex. Admin. Code § 291.117, the City has attached the following information to this correspondence:

- (1) **Exhibit A:** Map indicating the three "transfer areas" as defined and designated in the Agreement that is the subject of this Request and a CD Rom of the digital data depicting such areas.
- (2) **Exhibit B:** Copy of executed October 15, 2012 Agreement Regarding Service Areas between the City and the District (customer information has been redacted to protect their privacy).
- (3) **Exhibit C:** Letter to City from Sam Houston State University requesting service to future development in transfer area subject to Agreement.

Thank you for your time and attention to this matter. Please contact me at (512) 322-5818 if you need any additional information or have any questions.

Sincerely,



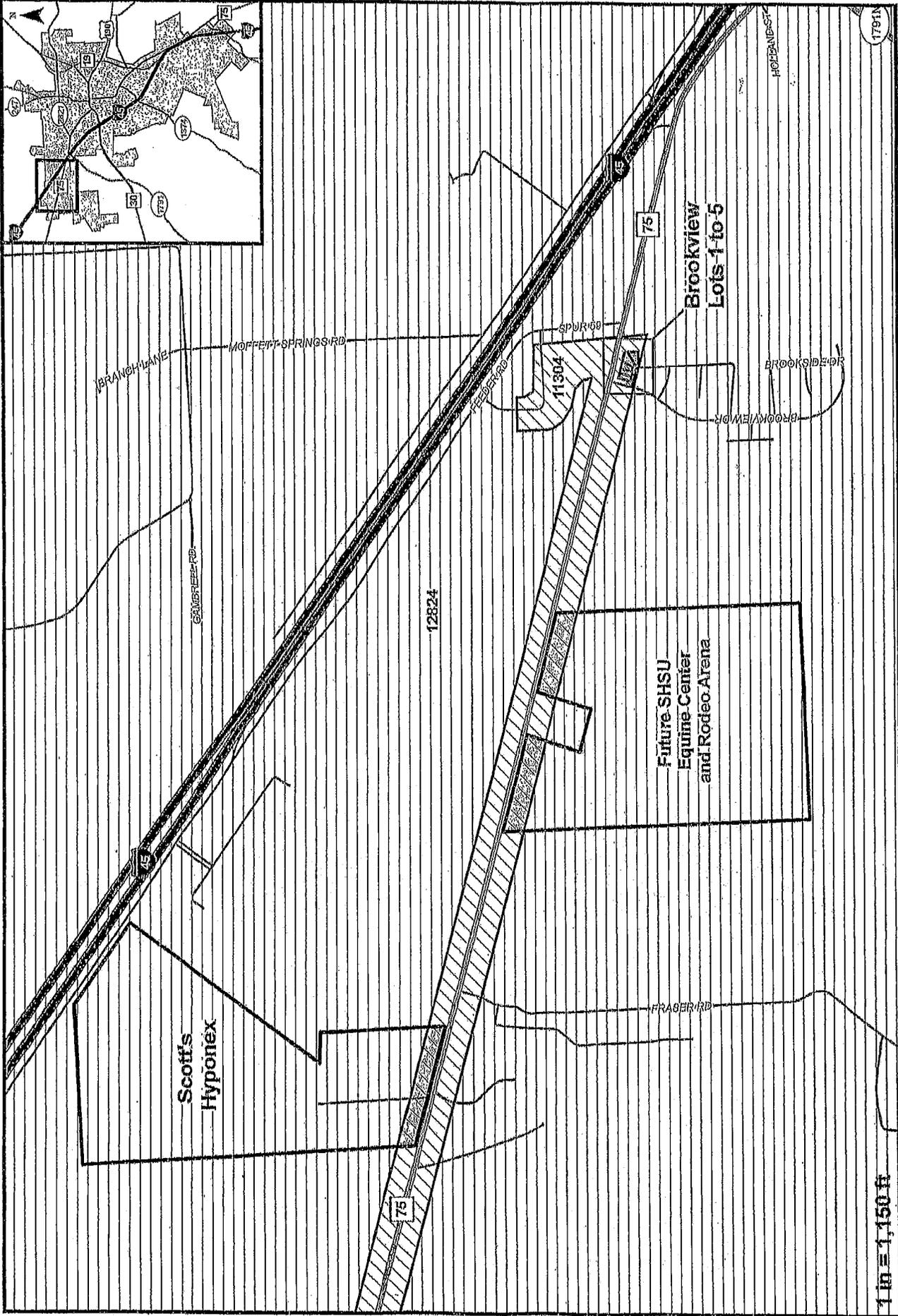
David J. Klein

DJK/yl

Attachments

cc: *(with attachments)*
Carol Reed, Public Utilities Director- City of Huntsville
James Morrison, General Manager- Walker County SUD

(without attachments)
Lauren Kalisek *of the firm*
Daniel Gonzales *of the firm*



November 13, 2012
 City of Huntsville
 GIS Division
 936-294-5784
 www.huntsvillegis.com



CCNs, Subject Properties, and Transfer Areas

CITY OF HUNTSVILLE DISCLAIMER: These data are to be used for graphical representation only. The accuracy of the data is not guaranteed. The City of Huntsville is not responsible for any errors or omissions in this data. For the best of safety, accuracy and certification of the produced data by a Registered Professional Land Surveyor for the State of Tennessee.

- Subject Property
- Transfer Areas
- CCN 11304 (Walker County Rural)
- CCN 12824 (City of Huntsville)

1 in = 1,150 ft

**AGREEMENT REGARDING SERVICE AREA AND
FIRST AMENDMENT TO SETTLEMENT AND SERVICE AGREEMENT**

THIS AGREEMENT REGARDING SERVICE AREA AND FIRST AMENDMENT TO SETTLEMENT AND SERVICE AGREEMENT ("Agreement") is entered into by and between THE CITY OF HUNTSVILLE (the "City"), a home-rule municipality, and WALKER COUNTY SPECIAL UTILITY DISTRICT (the "District"), a special utility district created in accordance with Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 65 of the Texas Water Code. In this Agreement, the City and the District are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the City and the District (the successor in interest to Walker County Rural Water Supply Corporation) entered into a Settlement and Service Agreement (the "1996 Settlement Agreement") on December 19, 1996 to settle disputes between the Parties relating to water service area boundaries;

WHEREAS, the City is the owner of water certificate of convenience and necessity ("CCN") No. 12824;

WHEREAS, the District is the owner of water CCN No. 11304;

WHEREAS, the City is currently providing retail water service to Scott's Hyponex Company ("Hyponex") as well as to five lots in the Brookview Subdivision as identified on Exhibit A;

WHEREAS, the Hyponex and Brookview customers should be served by the District under the terms of the 1996 Settlement Agreement;

WHEREAS, the City desires to continue serving the Hyponex and Brookview Subdivision customers;

WHEREAS, the City desires to provide service to the proposed Sam Houston State University Equine Center as shown on Exhibit B ("Equine Center");

WHEREAS, the Parties desire to settle their disputes related to the provision of water service to the Hyponex and Brookview Subdivision by compromise to avoid the uncertainties, inconvenience and expense of litigation and to additionally allow for the City's provision of service to the Equine Center under certain terms and conditions;

WHEREAS, the Parties also desire to clarify the 1996 Settlement Agreement by identifying certain customers of the District as of the date of execution of the 1996 Settlement Agreement;

WHEREAS, pursuant to Section 13.248 of the Texas Water Code and Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. GENERAL

1.01 **General:** The above recitals and definitions are incorporated in this Agreement for all purposes.

II. TRANSFER OF CCN AREA

2.01 Transfer Areas.

a. **Release of CCN area by the District for Hyponex and Brookview.** The District consents to the City's provision of retail water service to Hyponex and Brookview and agrees, consents to and fully releases, and transfers the Hyponex and Brookview lots from the District's CCN to the City's CCN as shown on Exhibit A.

b. **Release of CCN area by the District and consent for City's service to Equine Center.** The District consents to the City's provision of retail water service to the Equine Center and agrees, consents to and fully releases and transfers the Equine Center property from the District's CCN to the City's CCN as shown on Exhibit B.

c. **Continuation of service to existing taps.** Nothing herein shall preclude the District from continuing its existing water service to Hyponex as shown on Exhibit A and the Rodeo Arena as shown on Exhibit B through the service taps and meters installed as of the Effective Date, and the City consents to such service continuing for so long as such service is required by the customers.

d. **Definition of "Transfer Areas."** The areas depicted in Exhibits A and B as shown to be transferred to the City's CCN are referred to collectively as the "Transfer Areas." No other portion of the District's CCN No. 11304 is affected by, or subject to, this Agreement.

e. **Effective Date of Transfer.** The District's consent to the release of the Transfer Areas and the transfer of the CCN for the Transfer Areas shall be effective upon receipt of the Payment as defined in Section 4.01 below.

f. **No Transfer of Facilities or Waterlines.** No portion of the District's utility system, facilities, waterlines, equipment, or other property or property rights are transferred to the City by this Agreement.

g. **No Impairment of Other Customers.** Nothing in this Agreement shall in any way impair, or adversely affect, the District's right to provide water to any customers located outside of the Transfer Areas. The District shall continue to have the right to use, repair,

replace, and upgrade all of its water transmission and distribution lines and facilities, including those that are located in the Transfer Areas; provided, however, that the District shall not provide retail water service to any customer in the Transfer Areas unless so requested by the City in writing.

2.02 Application to TCEQ. The City shall be responsible for preparing, filing and prosecuting an application (the "Application") with the Texas Commission on Environmental Quality ("TCEQ") pursuant to Chapter 13 of the Texas Water Code that will result in amendment of the City and the District's CCNs in a manner consistent with this Agreement, and the costs related to same. The City agrees to file the Application within ninety (90) days of the Effective Date of this Agreement and to diligently pursue the TCEQ's approval of the Application. The District will cooperate with the City in the preparation, filing and prosecution of the Application.

2.03 Approval of District Lender. The District shall timely request and seek approval of its lenders for amendment of its CCN as provided in this Agreement.

2.04 Waiver. So long as the City is in compliance with all of its obligations in this Agreement and in the 1996 Settlement Agreement, the District agrees not to assert any claims or rights it may have pursuant to state or federal law to restrict or prohibit the City's service to the Transfer Areas during the term of this Agreement.

III. AMENDMENT TO 1996 SETTLEMENT AGREEMENT

3.01 Replacement of "District" for "WSC." The Parties agree that the terms "Walker County Rural Water Supply Corporation" and "WSC" in the 1996 Settlement Agreement are hereby replaced with "Walker County Special Utility District" and "District," respectively.

3.02 Clarification of District Customers under 1996 Settlement Agreement: The City and the District agree that the customers listed on Exhibit C to this Agreement were the District's customers as of the date of the execution of the 1996 Settlement Agreement for the purposes of Section 1.2 of the 1996 Settlement Agreement, and pursuant to Sections 1.2 and 1.3 of the 1996 Settlement Agreement, the City shall refer any applications or requests for service from such customers it receives to the District.

3.03 Fire Flow Requirements. The 1996 Settlement Agreement is hereby amended to add a new Section 2.5 to provide as follows:

"Notwithstanding any provisions herein to the contrary, the District agrees that, following the Effective Date of the First Amendment to the 1996 Settlement Agreement, new water transmission lines, distribution lines and water storage facilities constructed for its water system to serve customers located in the City's limits and extraterritorial jurisdiction as exist now and in the future, shall be designed and constructed to meet the City's then-existing fire flow requirements applicable to such respective areas as adopted in the City Code of Ordinances."

3.04 Updated Notice Information. The notice information contained in Section 4.5 of the 1996 Settlement Agreement is updated as follows:

City
City Manager, City of Huntsville
City Hall
1212 Avenue M
Huntsville, Texas 77340

District
General Manager
Walker County Special Utility District
P.O. Box 704
Huntsville, Texas 77342-0704

3.05 New CCN Areas. The Parties agree that upon approval of the revisions of their CCNs to address the Transfer Areas pursuant to Article II above by the TCEQ and District's lenders, the 1996 Settlement Agreement is updated to incorporate such revised CCN areas.

3.06 Affirmation of 1996 Settlement Agreement. Except to the extent specifically amended herein, all other terms and provisions of the 1996 Settlement Agreement shall remain unmodified and in full force and effect. In the event of a conflict between the provisions of the 1996 Settlement Agreement and this Agreement, the provisions of this Agreement shall control.

3.07 Termination of Interlocal Agreement. Upon the Effective Date, the Interlocal Agreement Regarding Water Service dated February 21, 2012 between the Parties is automatically terminated for all purposes.

IV. PAYMENT BY THE CITY; TERM OF AGREEMENT; RELEASE

4.01 Payment by the City. As consideration for the District's agreement to the transfer of Transfer Areas to the City and amendment to the 1996 Settlement Agreement as provided herein, the City agrees to pay to the District the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$187,000) (the "Payment"). This Payment shall be made by certified check or wire transfer within ten (10) days of the Effective Date.

4.02 Term of Agreement. If the City and the District have not received the written approval from the TCEQ and the District's lenders for the transfer of CCN areas contemplated by this Agreement by August 30, 2013, this Agreement shall automatically terminate and have no further force and effect, and the District shall return the Payment to the City on such date by certified check or wire transfer. If so terminated, the District shall have no obligation to release or transfer the CCN for the Transfer Areas to the City, the certificated service rights shall remain with the District, and the Release set forth in Section 4.03 herein shall be null and void. Upon receipt of approval from the TCEQ and District's lenders for the transfer of CCN areas contemplated by this Agreement, this

Agreement shall continue in force and effect for the same term and duration as the 1996 Settlement Agreement.

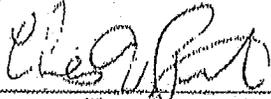
4.01 Release. Conditioned upon and to be effective contemporaneously with the City's Payment to the District, the District (including its officials, employees, successors, and assigns) hereby fully releases and forever discharges the City from any and all liability, claims, suits, or causes of action, including any alleged costs or damages related thereto, whether known or unknown, arising out of or related to the City's service to the Hyponex or Brookview Subdivision customers, save and except for those obligations created by or arising out of this Agreement. Nothing in this Release shall be construed to require the District to protect or defend the City from any claim, suit or action brought by Hyponex, the developer of the Brookview Subdivision, any customers within Brookview or any of their successors or assigns relating to service by the City.

4.02 Assignment. This Agreement shall bind the Parties and their legal successors, but shall not be assignable by either Party without the prior written consent of the other Party.

4.03 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

IN WITNESS WHEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, effective as of the last date of execution by either party as set forth below ("Effective Date").

CITY OF HUNTSVILLE

By: 
City Manager, City of Huntsville

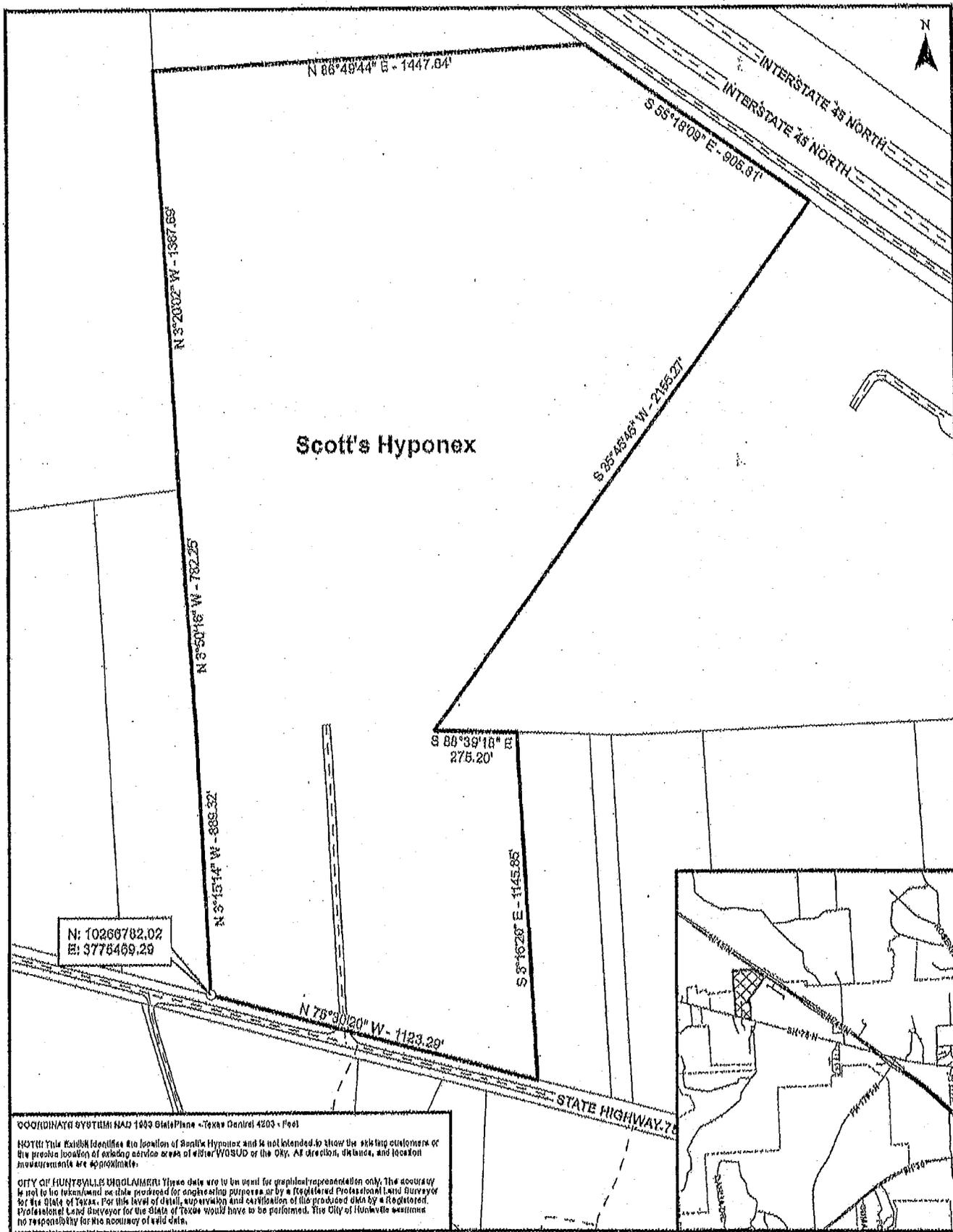
Date Signed: 10/9/12

WALKER COUNTY SPECIAL UTILITY DISTRICT

Name: Jim Min
Title: General Manager
Date Signed: 10-15-12

ATTEST:

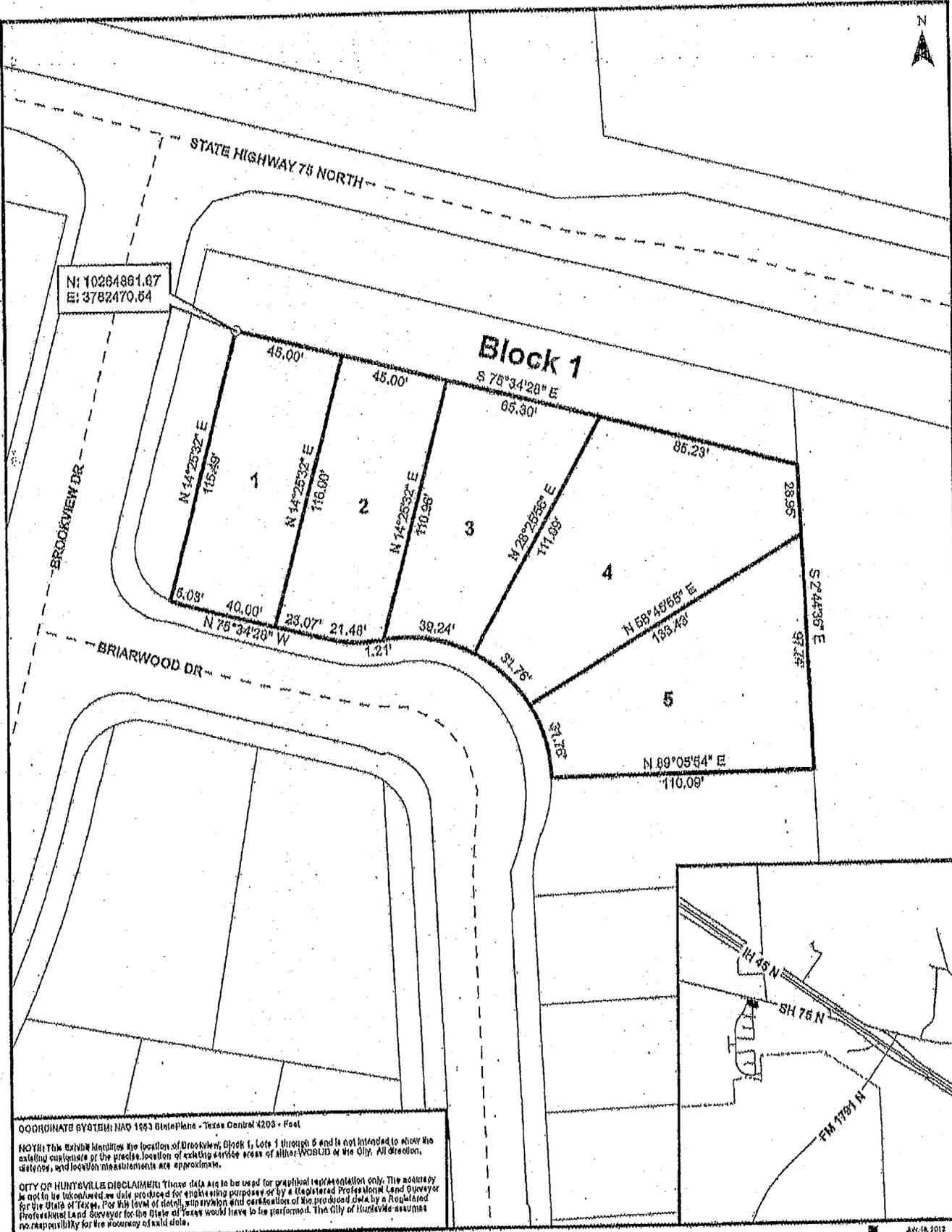
By: Kathy Hinson
Name: Kathy Hinson
Title: Office Manager



1 in = 400 ft

Exhibit A - Scott's Hyponex

July 18, 2010
 City of Huntsville
 GIS Services
 8000413704
 www.huntsville.gov



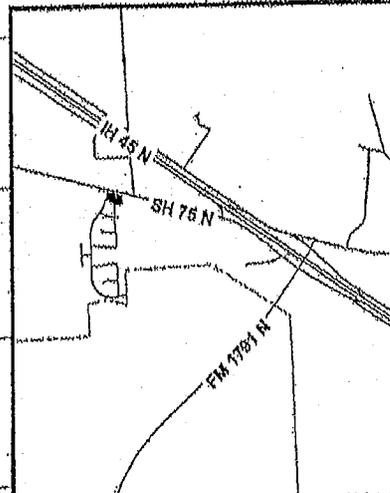
N: 10284881.67
E: 3782470.64

Block 1

COORDINATE SYSTEM: NAD 1983 StatePlane - Texas Central 4203 - Feet

NOTE: This exhibit illustrates the location of Brookview, Block 1, Lots 1 through 5 and is not intended to show the existing boundaries of the precise location of existing service areas of either WCBUD or the City. All direction, distances, and location measurements are approximate.

CITY OF HUNTSVILLE DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken as an endorsement or by a Registered Professional Land Surveyor for the State of Texas. For the level of detail, interpretation and calculation of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of said data.



1 in = 50 ft

Exhibit A - Brookview Lots 1 to 5

JAN 14 2015
CITY OF HUNTSVILLE
GIS SERVICES
632-721-2724
www.huntsville.gov

Exhibit A

Scott's Hyponex

Beginning at the southwesterly corner of the Scott's Hyponex tract located at the coordinates Northing: 10266782.02, Easting: 3775469.29,

Thence along the westerly line of said tract North $3^{\circ}15'14''$ West a distance of 889.32 feet,

Thence continuing along the westerly line of said tract North $3^{\circ}50'16''$ West a distance of 782.25 feet,

Thence continuing along the westerly line of said tract North $3^{\circ}20'02''$ West a distance of 1387.69 feet,

Thence along the northerly line of said tract North $86^{\circ}49'44''$ East a distance of 1447.64 feet,

Thence along the southwesterly right-of-way line of Interstate Highway 45 North and the northeasterly line of said tract South $55^{\circ}18'09''$ East a distance of 905.81 feet,

Thence along the easterly line of said tract South $35^{\circ}45'45''$ West a distance of 2155.27 feet,

Thence South $88^{\circ}39'18''$ East a distance of 275.20 feet,

Thence along the southeasterly line of said tract South $3^{\circ}16'20''$ East a distance of 1145.85 feet,

Thence along the southerly line of said tract North $75^{\circ}30'20''$ West a distance of 1123.29 feet to the Point of Beginning.

Brockview Lots 1 to 5

Beginning at the northwesterly corner of Lot 1 located at the coordinates Northing: 10264861.67, Easting: 3782470.54,

Thence along the northerly lines of Lots 1 through 4 South $75^{\circ}34'28''$ East a distance of 240.53 feet,

Thence along the easterly lines of Lots 4 and 5 South $2^{\circ}44'36''$ East a distance of 126.69 feet,

Thence along the southerly line of Lot 5 North $89^{\circ}05'54''$ East a distance of 110.09 feet,

Thence along the northerly right-of-way line of Briarwood Dr and the southerly lines of Lots 1 through 5 a distance of 193.55 feet,

Thence along the westerly line of Lot 1 North $14^{\circ}25'32''$ East a distance of 115.49 feet to the Point of Beginning.



N: 10265967.22
E: 3776331.93

N 78°32'41" W - 911.30'

STATE HIGHWAY-75 NORTH

N 78°32'17" W - 740.70'

N 16°57'02" E
522.67'

S 16°49'52" W
530.46'

N 74°26'08" W
401.05'

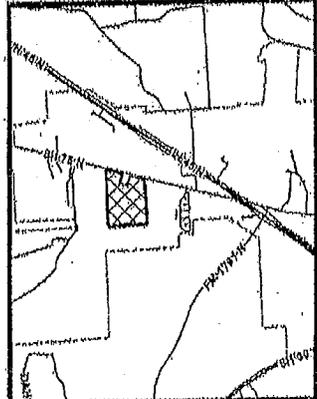
S 2°32'14" E - 2860.64'

N 2°35'44" W - 2256.80'

Future SHSU
Equine Center
and Rodeo Arena

N 87°39'57" E - 1971.82'

COORDINATE SYSTEM: NAD 1983 StatePlane - Texas Central 4203 - Feet
NOTE: This Exhibit identifies the location of the future Equine Center and is not intended to show the existing boundaries or the precise location of existing service areas of either WQSLAD or the City. All direction, distance, and location measurements are approximate.
CITY OF HUNTSVILLE DISCLAIMER: These data are to be used for graphical representation only. The accuracy is not to be taken as data intended for engineering purposes or by a Registered Professional Land Surveyor for the State of Texas. For the level of detail, survey/plan and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would have to be performed. The City of Huntsville assumes no responsibility for the accuracy of field data.



1 in = 400 ft

Exhibit B - Equine Center

July 18, 2019
City of Huntsville
410 D. Allen
408-721-2791
www.huntsvillega.com

Exhibit B

Equine Center

Beginning at the northwesterly corner of the future Sam Houston State University Equine Center and Rodeo Arena site located at the coordinates Northing: 10265967.22, Easting: 3778331.93,

Thence along the westerly line of said site South $2^{\circ}32'14''$ East a distance of 2860.64 feet,

Thence along the southerly line of said site North $87^{\circ}39'57''$ East a distance of 1971.32 feet,

Thence along the easterly line of said site North $2^{\circ}36'44''$ West a distance of 2266.00 feet,

Thence along the northerly line of said site North $75^{\circ}32'17''$ West a distance of 743.70 feet,

Thence South $16^{\circ}49'52''$ West a distance of 530.46 feet,

Thence North $74^{\circ}26'08''$ West a distance of 401.05 feet,

Thence North $16^{\circ}37'02''$ East a distance of 522.67 feet,

Thence along the northerly line of said site North $75^{\circ}32'41''$ West a distance of 911.30 feet to the Point of Beginning.

EXHIBIT "C"
Existing Walker County SUD Customer Locations

CUSTOMER NAME

A & G AGGERGATE
ACHILLE, GERRY
ACOSTA, JESUS
ADAMS, JASON
ADAMS, MARTHA
ADEN, BRUCE
AGUIRRE, ELIAS & SANDRA
AIKEN, JANIS L
ALCALA, VALENTE & NANCY
ALEXANDER, HELEN
ALEXANDER, HELEN(1)
ALEXANDER, MAURICE L.
ALLEN, CHARLES
ANDRUS, GLEN A
ARMSTRONG, JOHNNY MACK
ARTHANARI, KADIRVELU
ASCENCIO, ARVIDIO
AULT, PAM
AVILO, DAGOBERTO
BACON, SALLY
BADGER, STEPHEN & PAMELA
BADRESINGH, DANE & EDITH
BAILEY, JENNIFER
BAIN, JAY
BAKER, CENA
BAKER, PAUL
BALCH, ARTHUR
BALDWIN, HAROLD T
BALLARD, DARWIN & SHERRI
BALLESTEROS, MARTIN R
BARKIN, RHONDA
BARNES, JEREMY & PAM
BARNEY'S COUNTRY STORE
BARRETT, D.L. & MARY
BARRON, LILIA
BARTOSHEK, JON & MONA
BASS, CHARLES

CUSTOMER NAME

BATTEN DRILLING INC.
BATTEN, HENRY
BAUM, ROYCE & JONA
BEARD, STEVEN W
BECKER, RALPH
BEENE, CHARLES
BEENE, JUDITH
BEGGS, STEVIE JOE
BELIEVERS FELLOWSHIP
BELL, SHEILA
BERRY, DAVID
BERRY, LAURA
BEST, AMY
BEVERLY, DANNY
BILBY, DON
BILLINGSLEY, CONNIE
BISSON, GISELA
BLACK, CASEY
BLAYLOCK, TERRY &
BLISSETT, JUSTIN
BOHAN, CLAYTON & LACI
BOLEY, ROBERT & JERI
BONILLA, ANA
BOONE EXPLORATION INC.
BOONE EXPLORATION INC.
BOONE, LYNN D
BOTTOMS, GARY
BOTTROFF, DAVID
BOUYEAR, Velta
BRÉAUX, RICHARD
BREWER, APRIL
BREWER, TOMMIE LEE
BROOKE FUNERAL HOME
BROOKE FUNERAL SERVICE
BROOKS, GERALD
BROUWER, RUTH E
BROWN, ALICIA
BROWN, BRENDA L.
BROWN, CLARENCE & ROSA
BROWN, KATHY
BROWN, MACK
BROWNING, GENE &

CUSTOMER NAME

GRETCHEN
BROWNING, LYNDA
BROXSON, BRANDI
BRUNS, LAURA
BURKS, DANIEL E
BURKS, JAMES & ELLEN
BURNETT, BROWN
BURNETT, BROWN
BURRIS, DAMON
BURSEY, JON & SHANNON
BURTON, DONALD A.
BUTCHER, CAROLYN
BUTCHER, JAMES
BUTLER, HOPE
BUTLER, TIM
BYERS, TROY
BYERS, TROY
BYRD, RONALD & KELLY
BYRN, LAWRENCE
CAFFEE, WAYNE & DEBORAH
CALAHAN, ED
CALDERON, ANA G
CALDERON, RANULFO
CALDERON, ROSA
CALDERON, RUBEN A.
CANO, DORA GARCIA
CARAWAY, ERVIN
CARLL, EDWIN
CARNO, JULIE
CARPENTIER, ALLEN & RENE
CARROLL, JACKIE
CARROLL, RAYMOND W.
CARTER, BUCK
CARTER, CHARLES E
CARTER, DONALD
CASTRO, MAURICIO I.
CATES, MYRIAM
CAUTHERN, MIRIAM
CENTRAL BAPTIST CHURCH
CENTRAL CHURCH OF CHRIST
CHAMPINE, WILLIE
CHAVEZ, MARIA

CUSTOMER NAME

CHRISTIAN, GARY
CHRISTY, PATRICK M
CHUMBLEY, LEWIS E
CLARK, GEORGE E
CLARK, JAMES
CLASSICAL CHRISTIAN SCHOO
CLEMENTS, DAVID
CLEMENTS, LINDA
CLEMENTS, SEAN
CLEMENTS, SEAN & LINDSEY
CLOUDS, MICHAEL
CLOUDS, MICHAEL
CLOWER, RANDI
CLYDE, RAYMOND
COATES, HOWARD N
COEY, ROBBY & TABATHA
COFFEN, GARY
COFFEN, MICHAEL
COLDIRON, JAMES
COLE VI, ERNEST A
COLE, DAVID L
COLE, MRS. JOHN F
COLE, PEGGY
COLE, PEGGY
COLEMAN, JOHN PAUL
COLLINS, SAUNDRA
COLLUM, DERWOOD
COLLUM, MAGGIE & CASEY
COLOR SPOT NURSERIES
COLWELL, DICK
COCK SPRING BAPT. CHURCH
COOK, KEITH
COOK, MARY ANNE
COOKSEY, REAGAN
COOPER, BOBBIE JEAN
COOPER, CLINT & JULIE
COOPER, GARY
COOPER, KENNETH
CORLEY, BILLY & CAMILLE
CORLEY, REX
COUNTZ, MIRANDA & STEPHEN
COUSSENS, DONNA

CUSTOMER NAME

COVARRUBIAS, OSCAR
COVINGTON, BOBBY J.
COWBOY COUNTRY
COWL, MITCHELL & JASMINE
COX, BESSIE M
COX, WILBURN JR & VIVIAN
CRABBS PRAIRIE VFD
CRAIG, TED & MARCELLA
CRAZY DAZY BOKAYZ
CROMER, JOHN F.
CULLEN, TRACY
CUNNINGHAM, CHRIS
CUNNINGHAM, CHRIS & KATHY
DAVIDSON, BETTY
DAVIS, DEREK
DAVIS, HAZEL
DAVIS, J.D.
DAVIS, JAMES & LORNA
DAVIS, JUSTIN
DAVIS, M C
DAVIS, THOMAS
DEAVER, KATHERINE
DELAROSA, JUAN
DELUSSEY, MARIA
DENNIS, MELISSA
DEVORE, SHANE C.
DEWITZ, G C
DEZELLE, LYRLENE
DEZELLE, LYRLENE
DEZELLE, LYRLENE
DIAMOND SHAMROCK #599
DICKENS, JERRY
DICKERSON, WILBURN
DICKERSON, WILBURN
DICKIE, NUGENT
DIGUARDI, EDWARD & JOYCE
DILLARD, HELEN V.
DINKINS, JANICE
DIXON, ROGER & HOLLIE
DMI INTERNATIONAL
DOLEZAL, STEVE
DOMINEY, SAM

CUSTOMER NAME

DOMINEY, SAM
DOMINEY, SAM & BARBARA
DOMINEY, SAM & BARBARA
DOMINEY, SAM C.
DOMINEY, SAM C.
DOMORAD, FRANK W
DOUGHTIE, TONY E
DOUGLAS, STEPHEN
DOWDEN, MICHAEL A.
DRAKE, PAUL T.
DRANE, SCOTT
DRANE, SCOTT
DRUMMOND, MARTI & JERRY
DUARTE, MARIA
DUARTE, RODRIGO
DUDLEY, JASON & MARCHELYN
DUENSING, RAYMOND H.
DUERER, KAYLA
DUKE, EDWARD & ANITA
DURAN, MAURICIO I.
EASTERLING, SHIRLEY
EASTERLING, SHIRLEY
EBERHARDT JR., HAROLD N.
ECHEVERRIA, TEODOLINDA
EDMOND, EDWINA
ELDER, FRED
ELDER, SHIRLEY
ELLIOTT, CALVIN & LISA
ELLISOR, CHARLES R
ERSKINE, PAMELA
ESCOBAR, MANUEL A.
ESCOBAR, MILAGRO
EVANS, BOB
EVANS, GARY L
EVANS, SHENELL
FAIN, EDNA
FARRIS JR., ALTON
FAULKNER, E.H.
FAULKNER, RICHARD
FELLERS, DUSKY
FELLOWSHIP OF HUNTSVILLE
FERGUSON, JAMES & EVA

CUSTOMER NAME

FITZGERALD, TERRI
FLOYD, REGINA COX
FOLKS, LINDA
FOSTER, CATHERINE
FOSTER, MRS. W.B.
FRANKLIN, BEN & MYRA
FRASER, S.M.
FREDIEU, SHELLY
FREEMAN, BRYAN
FREEMAN, TOM
FREEMAN-GRAETER, JENNIFER
FREZIA, ACE
FRIDAY, SCOTT & ELIZABETH
FRIMML, RANDY E
FRY, ALAN K.
FULLER, WOODROW & TAMMY
FURR, ELIZABETH D
FURR, KRYSTAL
GALDAMEZ, NOE
GALLAGHER, LARRY & BETH
GARCIA, JOSE
GARRIDO, MANUEL
GASKINS, SHEILA
GEER, JOHN
GIBSON, JAMES
GIBSON, RONNIE & TRACEY
GILBERT, DUANE
GILCREASE, DAVID
GILLASPIE JR., WADE D
GILLASPIE, WADE & TERRY
GINN, MARCUS & ASHLEY
GINSEL, MAX
GLADDEN, RICHARD A.
GLASGOW, KRISTI & RORY
GLORIA, GEORGE
GOAD, THOMAS & JAMIE
GOMEZ, DANIEL
GONGRE, CONNIE JO
GOOCH, DAVID & LAURA
GOODE JR., STANLEY
GOODWIN, TRUMAN
GRANADOS, MARIO

CUSTOMER NAME

GRAY, BOB
GREENE, CORNELIA
GREER, BARBARA
GRIFFIN, TARYN
GRIFFITH, WILLIAM & VIRGI
GROOMS, DEBRA BOSTON
GUEDRY, JOHN
GUERRERO, ARTHUR
GUTIERREZ, BALTAZAR
HAIRSTON, RUBY
HALDANE, KEVIN
HALES, CHRISTOPHER
HAMMOND, CHARLES & TINA
HANSELMAN, KEN D.
HANSEN, ERIK
HANSEN, LYDIA A.
HARDY, GREG
HARMON, ERNEST & KATHY
HARRELSON, MARY B
HARRIS, COLLEEN G
HARRIS, GERALD B
HARRIS, JOSEPH T.
HARRIS, RHONDA & TOMMY
HART, DAVID
HARTMAN, MISTY
HAYARD, JAMES SHANNON
HAWKINS, BRENT & JENNIFER
HAWLEY, REBECCA GAINES
HAWTHORNE, AMBER & MIKE
HEADSTART
HEARTFIELD, G. A.
HEATH, DALTON D
HEIN, ROBERT & GLORIA
HEMPHILL, AUNDREA
HENDERSON, J.B.
HENDON, BECKY
HENDRICKS, JOHN & SABRINA
HENLEY, TILDA
HENRY, MEREDITH
HENRY, RACHEL
HENRY, TOM
HENSON, MICHAEL

CUSTOMER NAME

HERNANDEZ, JOE
HERRING, KRISTIE
HERRON, MARK & HELEN
HIGHTOWER, FRANKIE
HIGHTOWER, GAIL
HIGHTOWER, JEANNIE
HIGHTOWER, LUCILLE
HILL, ANTHONY
HILLIARD, CHARLES
HILLMAN, BILLY
HINOJOSA, NYDIA
HOLBEN, EDWARD
HOLL, LEROY & DEBRA
HOLLAS, RODNEY & TANYA
HOLLY, MARK
HOMELAND PROPERTIES
HOMELAND PROPERTIES
HOOKS, JOHN
HOOKS, JOHN
HOOKS, LLOYD
HOOPER, KAL
HOPKINS, SALLIE
HORAK, WILLIAM J. & JANET
HORSLEY, GLADYS B.
HORSLEY, MRS WALTER M.
HOUSTON, HELEN
HOUSTON, HELEN
HOWARD, PERCY
HOWSE, WM. H.
HUDGINS, LAURID & TRICIA
HUMPHREY, ALVIN
HUNTSVILLE I.S.D.
HYPONEX
HYSMITH, MANDY
IRBY, BEVERLY
IRELAND, CRAIG L.
J & M CONTRACTING
JAIMES, DELFINA
JAKUBOWSKI, EDWIN
JANAK, A. J. (#2)
JANAK, A.J.
JANAK, AJ

CUSTOMER NAME

JARAMILLO, NANCY
JENKINS, TIFFANY
JENKINS, ZALE
JENNINGS, WILLIE
JOCHETZ, JIM
JOHN PAUL LAMPSON
JOHNSON, BETTIE
JOHNSON, J. W.
JOHNSON, LONNY
JOHNSON, PETE
JOHNSTON, TIM & RENEE
JOINER, CHARLICA F
JONES, BOBBY
JONES, DAN
JONES, FELISHA
JONES, J.B.
JORDAN, THOMAS L.
JOSEPH, WILLIAM
KAEMMERER, WERNER
KATZ, JOHN J.
KEELING, BARABRA
KELLDORF, LYNITA
KELLEY, DANIEL & DEBRA
KELLEY, DARLENE
KELLY, ROSALYN
KENNEDY, RICHARD OR LINDA
KIBBY, JOHNNY W.
KILGORE, RANDY
KILLINGSWORTH, LAINE
KIMICH, JENNIFER & DALE
KIMICH, MICHAEL
KING, MARY
KINGSBOROUGH, WALTER D.
KINKELAAR, GEORGE
KINKELAAR, TIMOTHY
KIZER, COREY & MELISSA
KIZZIE, JOHN
KNIGHT SANDBLASTING
KNIGHT, BOB R.
KNIGHT, ROBERT
KOCH, LEX
KOURI, JAN & KATHRYN

CUSTOMER NAME

KRAMER, SHERL
KREIER, JAMES
KREMPIN, LARRY C.
KROESCHE, CLINTON
LAMMERS, SHANNA
LANDREAU, RONALD
LANE, RICHARD H.
LANGLEY JR., GEORGE
LANGLEY JR., GEORGE W.
LANGLEY, DAVID & DIANNA
LANGLEY, LANCE
LARRISON, FINIS
LAWRENCE, WAYNE
LE NORMAN, RYAN
LEDE, NAOMI
LEDE, WILSON
LEDE, WILSON A
LEON, FELICITA
LEONARD, HEIDI & DARRELL
LEWIS, ANGELIA
LEWIS, CRYSTAL &
LEWIS, DANNY
LEWIS, JOHN
LEWIS, JOHN H.
LILES, MITCHELL
LILES, MITCHELL & DEBRA
HILL, LINDA
HILL, LINDA
LINDSLEY, WILLIAM
LINTON, JOHN & ALTHEA
LITTLE, PERRY L.
LONG, CAROLYN & BASIL
LONGNECKER, RICK & CINDY
LOPEZ, JOSE
LOSACK, ROBERT
LOVE, DAVID
LOVE, DAVID
LOVE, DAVID C.
LOVELL, TOI
LOWERY, GERALD
LUKER, DARREL
LYNCH, CHARLES

CUSTOMER NAME

LYNCH, CHARLES D.
LYONS, GARY R.
MAGUIRE, BEVERLY
MAIORANO, MICHAEL J.
MANCIL, JUDY
MANGHAM, MIKE
MANOLI, PAUL N.
MARIN, HUGO & YADIRA
MARKHAM, MRS. AUDIE
MARSALIS, PAUL
MARTIN, BETTY
MARTIN, CHARLES
MARTIN, THOMAS C.
MARTINEZ JR., OSCAR
MARTINEZ, ELIZABETH
MARTINEZ, JOE
MARTINEZ, JOSEFINA
MARTINEZ, RIGO
MARTINEZ, RITO
MARTINEZ, ROBERT
MASIS, GERARDO A & NORA
MASSEY, TIFFANY
MASSINGTON, STEVE
MATHEWS, DON C.
MATHIS, JERRY
MATTHEWS, JAMES A.
MATTHEWS, KYLE
MATTHIES, GARY
MAY, FRED
MAZYN, KAREN
MAZYN'S CHASSIS
MCADAMS, LEWIS
MCADAMS, LEWIS
MCBEE, EDITH N
MCCALL, CHRISTOPHER
MCCALL, JAMES W.
MCCARTY, CHRIS & MONICA
MCDANIEL, EVELYN C
MCDANIEL, HESTER
MCDOWELL, MELISSA
MCGEE, LARRAINE
MCGUIRE, FLOY JANE

CUSTOMER NAME

MCHARGUE, KATHY
MCMILLAN, KIM & WES
MCMILLEN III, DEWEY
MCMILLIAN, DON
MCNEIL, LYDANIA & KIRBY
MCNIEL, STEVEN
MCWHORTER, W. R.
MEDINA, JESUS & MARIA
MEJIA, ELMER
MEJIA, JESUS
MEJIA, JOSE
MEJIA, MAIRA D.
MELGAR, CARLOS JOSUE
MENDEZ, SYLVESTER
MENDIOLA, ERNESTO
MERCHANT, LARRY B.
METCALF, SIDNEY R.
MGB ASSET MANAGEMENT CO
MICHALEC, KAITLYN
MIDDLEBROOK, LAURA
MIDDLETON, T L
MID-SOUTH
MILLER, DEWEY
MILLER, DON
MILLER, KIMBER
MILLER, RAYMOND M SR
MILLER, ROGER
MITCHAM INDUSTRIES INC.
MITCHELL, LARRY D.
MITCHELL, SHARON
MOHON, WAYNE
MONROE, DANIEL
MONROE, DEBORAH
MONTEAGUDO, RUDY
MOORE, CLAYTON
MOORE, GLORIA
MORGAN, KEVIN & RITA SUE
MORGAN, MICHAEL
MORRIS, CLYDE
MORRIS, CLYDE
MORRIS, JAMES B.
MORRIS, PHILIP

CUSTOMER NAME

MORRISON, JAMES
MORRISON, MARVIN & BYRNA
MORRISON, ROGENA
MOSES, H. L.
MOSS, S DIANE
MOTT, GARY
MOTT, W. J.
MR & MRS. RONALD PERKINS
MUNOZ, NEFTALI OR SARAH
MURPHY, P. J.
MURRAY, JANIS F
MUSE SR., BEN
MYER, DALE
MYERS, DALE
MYERS, DALE
MYERS, DALE & PAMELA
NANCE II, CHARLES E.
NECKER, JAMES RAY
NELSON, MICHAEL & JENIFER
NESS, CHARLES
NESS, RITA
NEWMAN, DAVID
NICHOLAS, MICHAEL
NICHOLAS, MICHEAL
NICHOLS, NOLAN & LESLIE
NICHOLS, R.H.
NICKERSON, SANDRA
NITSCHMANN, THOMAS H.
NORMAN, OCIE B.
NOVAK, WALTER
NOVAKOSKY, DEEANN
NOVAKOSKY, DEEANN
NUNEZ, JONATHON
O'HARE, TONY
OATES, CHRIS
OATES, CHRIS
OATES, CHRIS
OATES, CHRIS
OATES, ROBERT
OATES, ROBERT M
ORREGON, LETICIA
OILFIELD REPAIR SPECILIST

CUSTOMER NAME

OLAJUWON, MARILYN
OLEINIK, SHAWN
OLIVARES JR., FRANCISCO
OLIVARES, FRANCISCO
OLIVARES, FRANK
ORNELAS, JASON & KAREN
OWENS, NINA JEAN
OWINGS, SUE
PALMER, KEITH
PARIS, TAMMY
PARKER, TERESA
PARSONS, EMILY & SHAWN
PATRICK, RICHARD & ANGIE
PAVELOCK, DWAYNE
PAYNE, MICHAEL & PAM
PECK, MICHAEL L
PEGODA, TINA
PERKINS, DOUGLAS
PERKINS, MARGARET
PERLA, MARIO
PERSON, ESTEEN
PERSON, ESTEEN
PHELPS, KENNILLE
PIATKOWSKI, ROBERT
PICKETT, LAWRENCE E.
PITTMON, JAMES D
PITTS, BILL
PLEASANT ST. LTD
POOL, VERNON L.
POWELL, CHESTER
POWELL, MAX
POWELL, WILLIAM C.
POWLEDGE, DIANNE
PRATT, HERMAN
PRENTICE, RAMSEY D.
PRENTICE, WAYNE
PRESTIGE ANGUS RANCH
PRESTWOOD, CLIFF & KAREN
PREWITT, CHRIS
PRICE (#2), CLARA
PRICE, CLARA
PRICE, ERNEST

CUSTOMER NAME

PUGH, MIKE & CATHY
PURCELL, PAM
RAMOS, FELIX
BATCLIFF, CURTIS RAY
REYES, HOPE
REYNOLDS, LISA
REYNOLDS, LYNEE
REYNOLDS, LYNNE
REYNOLDS, LYNNE
RICH JR., JOHN
RILES, BIRDIE
RILES, JOHNNIE JOE
RINCON, GERMAN
RINGO, KIM & BILLY
RITCHIE, ROBERT
RITTERHOUSE, MARY D
RIVADENEIRA, AMANDA
RIVAS, ANDRES
RIVERA, JOSIAS
RIVERS, GLORIA D.
ROBERTS, JIM
ROBERTSON, TOMMY
ROBINSON, MALACHI
ROBLEDO, JUSTINO
ROBLES, GLORIA
RODRIGUEZ, HUGO
RODRIGUEZ, JOSE F
ROGERS, MICHAEL
ROLLAND, ASHLEY
ROLLING, IWANNA
ROMAN, JORGE & ELISA
ROSADO, JENNIFER
ROSALES, EUSEBIO
ROSALES, MARIA
ROSENBERGER, JOHN
ROSS, CARLOS
ROWLEY, PATRICK
RUSHING, CHARLES
RUSHING, JAMES & CAROLYN
RUSSELL, GENEVA L.
RUSSELL, LINDA
RUTLEDGE, AARON & JENNY

CUSTOMER NAME

S & S PIPE
SALMON, JOHN L.
SAM HOUSTON STATE
SAM HOUSTON STATE UNIV.
SAM HOUSTON STATE UNIV.
SAM HOUSTON STATE UNIV.
SAM HOUSTON STATE UNIV.
SANDERS, JEAN
SANDERS, LARRY
SANDERS, SHARON & RICKIE
SANDLES, DORA
SANTANA, PAULA
SANTOS, MANUEL DEJESUS
SAUCIER, VICKEY
SAXTON, BOBBY
SCHRAEDER, HARVEY
SCHWEITZER, RICHARD
SCHWEITZER, ROBERT
SELF, DAVID
SHEEFIELD, DAVID
SHEFFIELD, EDDIE
SHEPTOCK, PAUL JON
SHETTLER, NANCY
SHIFLET, MARK & SANDY
SHOTWELL, TERRY
SHOTWELL, THOMAS
SHOTWELL, WILLIAM
SHOULDERS, KIMBERLY
SIGMA CHI FRATERNITY
SIMS, DAVID
SINGLETARY, DEWAYNE
SKAINS, BILLY JOE
SKIDMORE, JACK & SUE
SLAUGHTER, JILL
SLAVEN, DARRYLE
SMITH, BRUCE
SMITH, BUFFORD A.
SMITH, DANIEL
SMITH, JIMMIE
SMITH, LINDA
SOLIS, PRISCILLA M
SOLLOCK, MARTELL

CUSTOMER NAME

SPARKS, DONNA
SPEARMAN, SCOTT D
SPIVEY, CHRIS
SPIVEY, JIMMY
SPIVEY, PAUL
SPRIGGS, CHARLES
SPRIGGS, CHARLIE
SQUARE VENTURES
STEPHENS, W. L.
STEPTOE, GLENDA
STERLING, VIRGIL
STEVE KERR & ASSOC INC.
STIERS, HOWARD & MARY
STONE, PRISCILLA L.
STORY, EMMETT & SHEILA
STORY, EMMETT & SHEILA
STOUDT, H. ROBERT
STOUGHTON, DUSTY
STOWE, CHUCK
STRAUGHTER, CARRIE M.
STRICKLAND, JOE & HALEY
SUTHERLAND, KLAR
SWONKE, CHERYL
SWOR, GLENDA
SWOR, LELAND & GLENDA
SYPHRETT, GARRY & SAUNDRA
TAYLOR, STEVE R
TDCI-ID
TDCI-ID
THIBODEAUX, WADE
THOMAS, CLYDE
THOMAS, JERRY
THOMAS, KEVIN
THOMAS, MICHAEL & ANA
THOMASON, EDWIN
THOMPSON, CURTIS
THOMPSON, DONALD
THOMPSON, KYLE & JAMIE
THORN, MARY SUE
TICKNOR, LINDA
TORRES, ANA G.
TOVAR, MARIA

CUSTOMER NAME

TUCKER, CATHY M.
TURNER, JERRY L.
TURNER, JERRY L. (2)
TURNER, TRAVIS & AMY
VADER, DAVID AND SHIRLEE
VARIEUR, DEBORAH
VASQUEZ, MATEO
VAZQUEZ, ERNESTO
VAZQUEZ, VICTOR
VEASEY, ALFRED & LAKESHA
VENTURA, BRITINI
VERNON DUERER ESTATE
VICKERS, DR. FRANK
VILLAREAL, AURORA
VILLAREAL, WALLY
VILLARREAL, JESUS
VILLEGAS, FRANCISCO
VINCENT III, LARRY
VON HOLTEN, TARA
VON ROSENBERG, KEVIN
VYTOPIL, SHARON
WALDRON, BILL
WALKER CO. FAIR GROUNDS
WALKER CO. PCT 2 J.P.
WALKER COUNTY LP-GAS, INC.
WALKER COUNTY SUD
WALKER, ERMA
WALKER, SAM
WALKER, STEVEN
WALKER, TROY & JOANN
WALKER, WAYNE
WALLACE, J.P. & VELMA
WALLING JR., W.A.
WALTERS, MILTON
WALTERS, STACY
WALTON, ROBERT
WARREN, BYRON
WARREN, JULIE
WARREN, THAD
WARREN, THAD & GAIL
WARZECHA, ELOISE
WASSON, ANGELA

CUSTOMER NAME

WATFORD, ROBERT L.
WATSON, JAMIE
WATSON, JOE & BRENDA
WATSON, JUNE T.
WEGER, CHARLES
WELCH, WAYMAN & TARA
WELLS, MARK
WELSH, JAMES
WESTBAY, KENNETH
WESTERN HERITAGE
WHITE, CARL
WHITE, LORETTE
WHITECOTTON, CHARLIE
WIGHT, JUNE
WILEY, DEBRA
WILEY, JUSTIN
WILEY, LINDA
WILLIAMS, BILLY
WILLIAMS, CLAUDE M.
WILLIAMS, FELICIA
WILLIAMS, FREDERICK
WILLIAMS, MARIE
WILLIAMS, RONNIE
WILLIAMS, RONNIE
WILLIS, MELANIE
WILLS, ANGELA
WILSON, JOHN L & PEGGY
WILSON, THOMAS & CAROL
WINKELMANN, LARRY
WINSTON, JEREMY & DENISE
WOOD, JACK & MARY
WOOD, MIKE
WOODS, DEBBIE
WOODS, LARRY G.
WOODWARD, W. R.
WUENSCH, REINHARD
XK BUILDERS INC.
YACKEL, CHRISTINE
YORK, OLETHA
YOUNG, BERT
YOUNG, JOE
ZAMUDIO, BASILISA

CUSTOMER NAME
ZAVALA, JOSE L



Sam Houston State University

A Member of The Texas State University System

OFFICE OF THE VICE PRESIDENT FOR FINANCE AND OPERATIONS

July 27, 2012

Carol Reed
Public Utilities Director
City of Huntsville
448 Hwy 75 North
Huntsville, TX 77340

Re: Water and Wastewater Service to Future Gibbs Ranch Arena Complex

Dear Ms. Reed:

Sam Houston State University is planning the future development of an Arena Complex to be located at our Gibbs Ranch property on Highway 75 north in Huntsville. The facilities will require extensive water and wastewater utility service.

The University requests that the City of Huntsville include this information in their utility development program and be prepared to provide such services when needed.

We appreciate the on-going service and cooperation the City provides to the growth and mission of Sam Houston State University.

Sincerely,


Al Hooten

Sam Houston State University is an Equal Opportunity/Affirmative Action Institution

Box 2027 • Huntsville, Texas 77341-2027 • 936.294.1018 • Fax 936.294.1963 •



Texas Commission On Environmental Quality

By These Presents Be It Known To All That

City of Huntsville

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 12824

to provide continuous and adequate water utility service to that service area or those service areas in Walker County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 37495-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of City of Huntsville to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this _____

For the Commission



Texas Commission On Environmental Quality

**By These Presents Be It Known To All That
Walker County Special Utility District**

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity No. 11304

to provide continuous and adequate water utility service to that service area or those service areas in Walker County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 37495-C are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of Walker County Special Utility District to provide such utility service in accordance with the laws of this State and Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

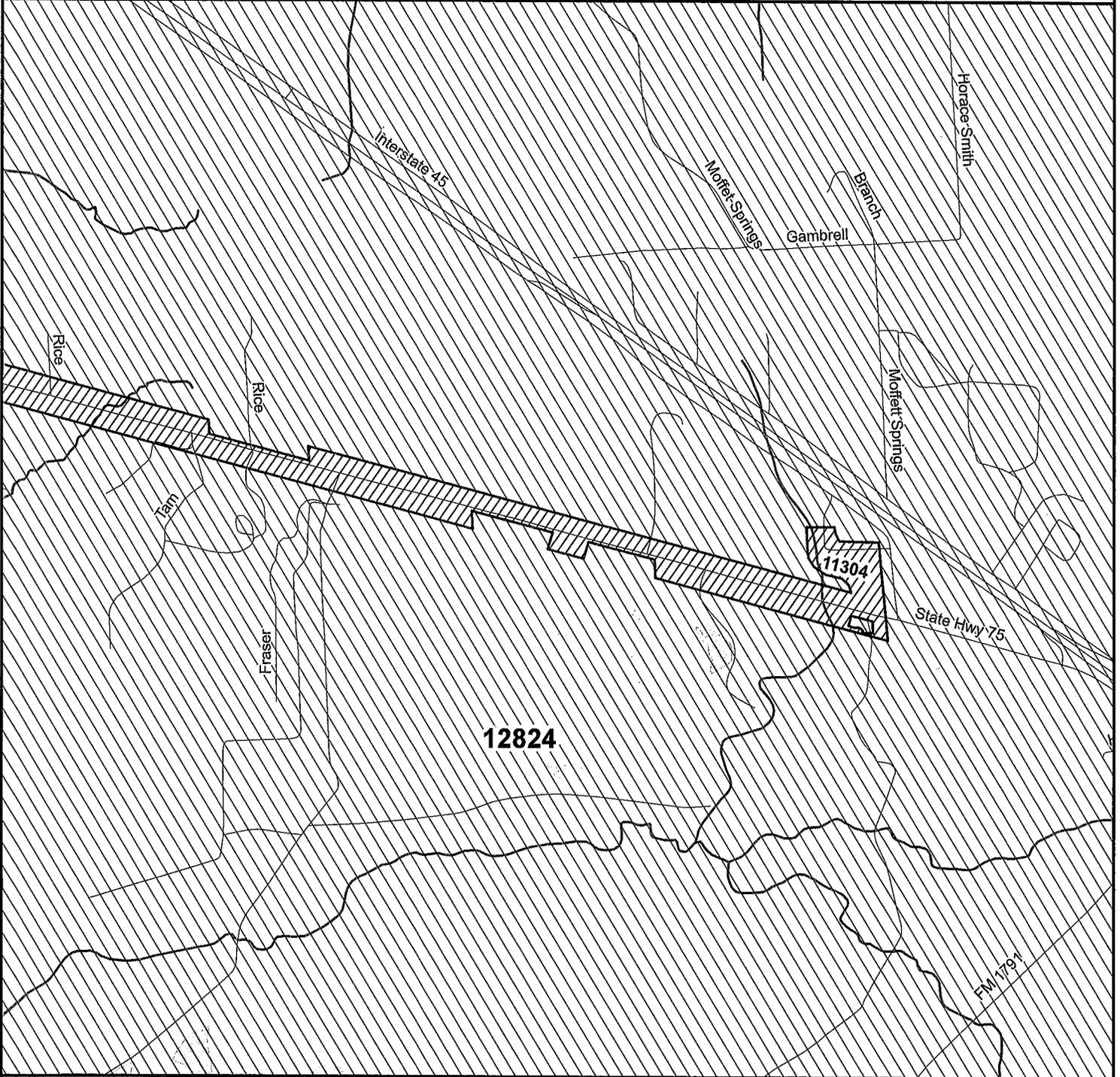
Issued at Austin, Texas, this _____

For the Commission

City of Huntsville / Walker County Special Utility District
Portion of Water Service Areas

Application No. 37495-C

13.248 Contract Service Agreement from the City of Huntsville, CCN No. 12824
to Transfer a Portion of Walker County SUD, CCN No. 11304
in Walker County



Transfer Areas

Water CCN Service Areas

-  12824 - City of Huntsville
-  11304 - Walker County SUD



Map by: Suzanne Jaster
Date Created: August 28, 2013
Project Path: c:\gls\projects\applications\37495-c.mxd

0 370 740 1,480
Feet

CONSENT FORM

Applicant's Name: City of Huntsville
Application No.: 37495-C

- I concur with the map created 5/15/2013 as a result of the above mentioned application.
- I do not concur with the map created 5/15/2013 and intend to respond by letter dated _____.

I am authorized by the City of Huntsville, to sign this form.

Signature: Carol A Reed

Printed Name: CAROL A. REED

Relationship to Applicant: PUBLIC WORKS DIRECTOR

Date signed: 5/30/2013

Mail to or fax to:
Heidi Graham
Utilities & Districts Section, MC 159
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax (512) 239-6972

CONSENT FORM

Applicant's Name: Walker County SUD
Application No.: 37495-C

8/28/2013

Uth

- I concur with the map created ~~5/15/2013~~ as a result of the above mentioned application.
- I do not concur with the map created 5/15/2013 and intend to respond by letter dated _____.

I am authorized by the Walker County SUD, to sign this form.

Signature: *Leonard H. Dougal*

Printed Name: Leonard H. Dougal

Relationship to Applicant: Attorney

Date signed: 9-5-13

Mail to or fax to:
Heidi Graham
Utilities & Districts Section, MC 159
Water Supply Division
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087
Fax (512) 239-6972

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 23, 2014

Mr. David Klein, Principal
Lloyd Gosselink Rochelle & Townsend, P.C.
816 Congress Ave., Ste. 1900
Austin, Texas 78701

Re: TCEQ Docket No. 2013-1001-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between the City of Huntsville and Walker County Special Utility District. Application No. 37495-C.

Dear Mr. Klein:

This letter is to inform you that the above-referenced application has been set on the Agenda for consideration by the Texas Commission on Environmental Quality (TCEQ). This Agenda will occur on February 12, 2014, beginning at 9:30 a.m. in Building E, Room 201S, 12100 Park 35 Circle, Austin, Texas. Please attend the Agenda, or send a representative, to explain the agreement and to answer any questions the Commissioners may have. Included with this letter are the Agenda backup materials to be considered by the Commission.

Persons with disabilities who plan to attend this hearing and who need special accommodations at the Agenda should call the TCEQ Office of Public Assistance at 1-800-687-4040 or 1-800-RELAY-TX (TDD) at least one week prior to the hearing. If you have any procedural questions, you may contact the TCEQ Office of Public Interest Counsel at 512-239-6363. If you have any other questions about this matter, you may contact Heidi Graham from the Water Supply Division at (512) 239-0844 or me at (512) 239-0627.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jessica Rogers".

Jessica Rogers
Attorney
Environmental Law Division

Enclosure

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

January 23, 2014

Mr. Leonard Dougal
Jackson Walker L.L.P.
100 Congress Ave., Ste. 1100
Austin, Texas 78701

Re: TCEQ Docket No. 2013-1001-UCR; Consideration of a request for a Commission Order approving a contract designating service areas between the City of Huntsville and Walker County Special Utility District. Application No. 37495-C.

Dear Mr. Dougal:

This letter is to inform you that the above-referenced application has been set on the Agenda for consideration by the Texas Commission on Environmental Quality (TCEQ). This Agenda will occur on February 12, 2014, beginning at 9:30 a.m. in Building E, Room 201S, 12100 Park 35 Circle, Austin, Texas. Please attend the Agenda, or send a representative, to explain the agreement and to answer any questions the Commissioners may have. Included with this letter are the Agenda backup materials to be considered by the Commission.

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Sincerely,

A handwritten signature in cursive script, appearing to read "Jessica Rogers".

Jessica Rogers
Attorney
Environmental Law Division

Enclosure