

TCEQ Interoffice Memorandum

TO: Office of the Chief Clerk
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

FROM: Sarah Henderson, Project Manager
Water Rights Permitting Team

DATE: July 20, 2023

SUBJECT: Lower Colorado River Authority
ADJ 5677
CN600253637, RN104135371
Application No. 14-5677D to Amend Water Use Permit No. 14-5677
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Colorado River, Colorado River Basin and Brazos River Basin
Travis and Williamson counties

The application and fees were received on July 5, 2023. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on July 20, 2023. No notice is required pursuant to Title 30 Texas Administrative Code § 295.155(d)(4).

All fees have been paid and the application is sufficient for filing.

Sarah Henderson

Sarah Henderson, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required YES X NO

Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Kelly Keel, *Interim Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 20, 2023

Mr. Leonard Oliver
Lower Colorado River Authority
P.O. Box 220, L200
Austin, Texas 78703

VIA E-MAIL

RE: Lower Colorado River Authority
ADJ 5677
CN600253637, RN104135371
Application No. 5677D to Water Use Permit No. 5677
Texas Water Code §§ 11.122, 11.085, Not Requiring Notice
Colorado River, Colorado River Basin and Brazos River Basin
Travis and Williamson counties

Dear Mr. Oliver:

This acknowledges receipt, on July 5, 2023, of the referenced application and fees in the amount of \$112.50 (Receipt No. M318383, copy attached).

The application was declared administratively complete and filed with the Office of the Chief Clerk on July 20, 2023. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning this matter, please contact me via email at sarah.henderson@tceq.texas.gov or by telephone at (512) 239-2535.

Sincerely,

Sarah E Henderson

Sarah Henderson, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Attachment



07-JUL-23 08:41 AM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u> <u>Account#</u> <u>Account Name</u>	<u>Ref#1</u> <u>Ref#2</u> <u>Paid In By</u>	<u>Check Number</u> <u>Card Auth.</u> <u>User Data</u>	<u>CC Type</u> <u>Tran Code</u> <u>Rec Code</u>	<u>Slip Key</u> <u>Document#</u>	<u>Tran Date</u>	<u>Tran Amount</u>
WTR USE PERMITS	WUP	M318382	1136		BS00103924	07-JUL-23	-\$212.50
	WUP	21-3092	070623	N	D3802962		
WATER USE PERMITS		BRANSCOMB	RHDAVIS	CK			
		PLLC					
	WUP	M318383	2103758		BS00103924	07-JUL-23	-\$112.50
	WUP	5677	070623	N	D3802962		
WATER USE PERMITS		LOWER	RHDAVIS	CK			
		COLORADO					
		RIVER					
		AUTHORITY					
Total (Fee Code):							-\$325.00
Grand Total:							-\$640.00

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JUL 10 2023

Water Availability Division



LOWER COLORADO RIVER AUTHORITY

P.O. BOX 220

AUSTIN, TX 78767-0220

Sarah Henderson, MC-160
TCEQ
P.O. Box 13087
Austin, TX 78711

RECEIVED

JUL 05 2023



LOWER COLORADO RIVER AUTHORITY
REVENUE FUND

DATE	CHECK NO.
7/3/2023	[REDACTED]

DATE	INVOICE / CREDIT MEMO	TYPE	DESCRIPTION	GROSS	DISCOUNT	NET
	V- [REDACTED] = \$112.50		LCRA WATER RIGHTS AMENDMENT	\$112.50		\$112.50
TOTAL ▶				\$112.50		\$112.50

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THE ATTACHED CHECK IS IN PAYMENT FOR ITEMS DESCRIBED ABOVE.



July 5, 2023

VIA Hand Delivery

Ms. Sarah Henderson, MC-160
TCEQ
P.O. Box 13087
Austin, Texas 78711-3087

Re: Lower Colorado River Authority
CN600253637
Application to Amend Water Rights Permit No. 5677
Colorado River, Colorado River Basin

Dear Ms. Henderson:

Enclosed, please find the application to amend Water Rights Permit No. 5677. LCRA is requesting to increase the amount of water authorized for exempt interbasin transfer from 24,000 acre-feet per year to 31,000 acre-feet per year.

Also enclosed, please find a check for \$112.50 for fees associated with the application.

Sincerely,

A handwritten signature in blue ink that reads "Monica Masters". The signature is written in a cursive style.

Monica Masters, P.E.
Vice President, Water Resources

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): Lower Colorado River Authority

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

<u>Y</u> Administrative Information Report	<u>N</u> Worksheet 3.0
<u>N</u> Additional Co-Applicant Information	<u>N</u> Additional W.S. 3.0 for each Point
<u>N</u> Additional Co-Applicant Signature Pages	<u>N</u> Recorded Deeds for Diversion Points
<u>Y</u> Written Evidence of Signature Authority	<u>N</u> Consent for Diversion Access
<u>Y</u> Technical Information Report	<u>N</u> Worksheet 4.0
<u>N</u> USGS Map (or equivalent)	<u>N</u> TPDES Permit(s)
<u>Y</u> Map Showing Project Details	<u>N</u> WWTP Discharge Data
<u>N</u> Original Photographs	<u>N</u> Groundwater Well Permit
<u>N</u> Water Availability Analysis	<u>N</u> Signed Water Supply Contract
<u>N</u> Worksheet 1.0	<u>N</u> Worksheet 4.1
<u>N</u> Recorded Deeds for Irrigated Land	<u>N</u> Worksheet 5.0
<u>N</u> Consent for Irrigated Land	<u>N</u> Addendum to Worksheet 5.0
<u>Y</u> Worksheet 1.1	<u>Y</u> Worksheet 6.0
<u>N</u> Addendum to Worksheet 1.1	<u>N</u> Water Conservation Plan(s)
<u>N</u> Worksheet 1.2	<u>N</u> Drought Contingency Plan(s)
<u>N</u> Worksheet 2.0	<u>Y</u> Documentation of Adoption
<u>N</u> Additional W.S. 2.0 for Each Reservoir	<u>N</u> Worksheet 7.0
<u>N</u> Dam Safety Documents	<u>N</u> Accounting Plan
<u>N</u> Notice(s) to Governing Bodies	<u>Y</u> Worksheet 8.0
<u>N</u> Recorded Deeds for Inundated Land	<u>Y</u> Fees
<u>N</u> Consent for Inundated Land	<u>Y</u> Public Involvement Plan

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ADMINISTRATIVE INFORMATION REPORT

The following information is required for all new applications and amendments.

*****Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

- New Appropriation of State Water
 Amendment to a Water Right *
 Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

LCRA is requesting to amend 5677B under 11.085 v(4) to increase the amount of water authorized for exempt interbasin transfer from 24,000 acre-feet per year to 31,000 acre-feet per year.

LCRA holds permit 5677B which Authorize LCRA to transfer up to 24,000 acre-feet per year from Lake Travis, Colorado River Basin, under LCRA's Certificate of Adjudication No. 14-5478 and 14-5482, for municipal use with the service area of the City of Leander in Travis and Williamson counties with the Colorado and Brazos Rivers Basins.

LCRA entered into a contract on April 25, 2023 to supply the City of Leander 31,000 acre-feet per year in lieu of the previous firm water supply contract to supply 24,000 ac-ft per. The contract stipulates the use of water only within the City of Leander's service area; and constrains the amount to be used in the Brazos Basin to 24,000 ac-ft per year until LCRA is granted an amendment to increase inter basin transfer in 5677B to 31,000 acre-feet per year. See Leander water supply contract attached as attachment A. A map of the service area is provided on page 27 of the contract.

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2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

What is the Full Legal Name of the individual or entity (applicant) applying for this permit?

Lower Colorado River Authority

(If the Applicant is an entity, the legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?

You may search for your CN on the TCEQ website at

<http://www15.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch>

CN : 600253637 (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: John B. Hofmann

Title: Executive VP, Water

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Y

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: Lower Colorado River Authority

Mailing Address: 3700 Lake Austin Blvd.

City: Austin

State: Texas

ZIP Code: 78703

Indicate an X next to the type of Applicant:

Individual

Sole Proprietorship-D.B.A.

Partnership

Corporation

Trust

Estate

Federal Government

State Government

County Government

City Government

Other Government

Other _____

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For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: _____ SOS Charter (filing) Number: _____

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: Leonard Oliver

Title: Supervisor, Water Resources

Organization Name: Lower Colorado River Authority

Mailing Address: P.O. Box 220, L 200

City: Austin State: Texas ZIP Code: 78703

Phone Number: 512-578-4088

Fax Number: _____

E-mail Address: [REDACTED]

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4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? **Yes / No** No

If **yes**, provide the following information:

Account number: _____ Amount past due: _____

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? **Yes / No** No

If **yes**, please provide the following information:

Enforcement order number: _____ Amount past due: _____

b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? **Yes / No** Yes

c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:

https://www3.twdb.texas.gov/apps/reports/WU/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?

Yes / No Yes

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, John B. Hofmann

Executive VP, Water LCRA

(Typed or printed name)

(Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: [Handwritten Signature]
(Use blue ink)

Date: 6/27/2023

Subscribed and Sworn to before me by the said

on this 27th day of June, 2023.

My commission expires on the 28th day of July, 2026.

Jennifer Aubrey Bassett

Notary Public



[SEAL]

Travis
County, Texas

If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

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LCRA Signature Authority:

LCRA Board Policy 102

LCRA Board Policy 501

LCRA Organizational Chart (12-14-2020)



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LCRA BOARD POLICY

102 – AUTHORITY AND RESPONSIBILITIES

Sept. 21, 2016

102.10 PURPOSE

This policy defines the relationship between the LCRA Board of Directors and the management of LCRA through the description of responsibilities and expectations and through the establishment of guidelines for the delegation of certain powers and duties.

102.20 POLICY

102.201 Responsibilities of the Board of Directors. The Board of Directors (Board) will establish the overall goals and objectives of LCRA, review them on an ongoing basis and adopt Board policies setting forth desired direction of management actions to attain such goals and objectives. The Board will approve an annual business plan that provides funding for the realization of those goals and objectives.

The Board will consider and establish policies in the public interest. The Board will faithfully discharge its public trust by conducting its affairs in a highly moral, ethical and sound business manner. Board members, collectively and severally, will not direct the policies and actions of LCRA from perspectives of private gain or personal advantage.

102.202 Delegations to the GM/CEO. The Board of Directors delegates to the GM/CEO all general powers and duties in the LCRA enabling legislation, other applicable law, LCRA bylaws and Board policies necessary to accomplish LCRA's purpose, plans and objectives as approved by the Board, except for those specifically reserved for the Board by provisions of the LCRA enabling legislation, bylaws, Bond resolutions and other Board policies. Notable exceptions include:

- A. Authorization to borrow money or approve bond resolutions.
- B. Approval of agreements related to joint ownership of generating facilities.
- C. Setting rates charged for water and power.
- D. Approval of sale of any real property.
- E. Approval of certain contracts and purchase orders for the acquisition of consulting services, materials, supplies, equipment and related services, in accordance with related Board policies.

The Board will articulate clear and coherent goals and statements of its expectations through its policies and plans.

102.203 Responsibilities of the GM/CEO. The GM/CEO, as the chief executive officer of LCRA, is responsible for carrying out the business and activities of LCRA according to state law, the LCRA bylaws, and Board policies.

The GM/CEO may delegate in writing any general powers, duties and related authorities, as deemed appropriate, to officers and staff members.

The GM/CEO is responsible for bringing policy matters to the attention of the Board when its current policies give inadequate direction to LCRA operations or leave LCRA at a disadvantage because of changing conditions. The GM/CEO will provide thorough, well-organized information to the Board in a timely manner. Communications to the Board will be made forthrightly and with candor in the evaluation of the conduct of business and operations of LCRA.

The GM/CEO will ensure appropriate contracting procedures are developed and implemented.

102.30 PROCEDURES

102.301 Goals and Priorities. As provided in the bylaws, the GM/CEO each year will present to the Board objectives, goals and priorities for its consideration. These goals will clearly establish the Board's direction in key areas of LCRA affairs.

102.302 Annual Budget. The GM/CEO will present to the Board an annual business plan that will include operating and capital budgets to carry out the Board's goals and priorities. The business plan will include projections of LCRA's overall financial performance and capital financing plans and describe the projects, programs, and the associated revenues and expenditures for the next fiscal year.

Adoption of the business plan authorizes the GM/CEO to complete work plans and make associated expenditures within budgets as provided for in accordance with Board policies. The GM/CEO will provide quarterly updates that include indicators of performance toward key goals, actual revenues and expenditures compared to budget, future financial performance projections, and status of major capital projects. The resolution adopting the budget will establish the amount that may not be exceeded without Board approval and the guidelines for approving amendments, reallocations or adjustments to the capital and operating budgets.

102.40 AUTHORITY

LCRA enabling legislation, Chapter 8503, Special District Local Laws Code
LCRA bylaws, sections 3.02, 6.01, 6.02

EFFECTIVE: December 1984. Amended Dec. 14, 1989; Oct. 25, 1991; Sept. 22, 1994; Dec. 15, 1999; March 22, 2000; July 1, 2002; Nov. 19, 2003; Dec. 14, 2011; and Sept. 21, 2016.

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LCRA BOARD POLICY

501 – WATER RESOURCES

Aug. 21, 2019

501.10 PURPOSE

This policy establishes principles and guidelines for implementing LCRA's responsibilities regarding water supply management, planning and development, water conservation, environmental flows, water quality protection, water contracts and rates, and the temporary lowering of LCRA-operated lakes.

501.20 WATER SUPPLY MANAGEMENT, PLANNING AND DEVELOPMENT

501.201 Water Supply. LCRA will take initiative in appropriate management, planning, programs and projects to control, store, preserve, use, develop, conserve and manage the water supplies under its jurisdiction. To guide this effort, LCRA will adhere to the following general principles:

1. As a regional water supplier, LCRA will, where practically feasible, cooperate with regional efforts to benefit the Colorado River basin.
2. LCRA will optimize its water supply by managing the water stored in lakes Buchanan and Travis with a basinwide perspective of ensuring firm water supplies are available during an extended drought while continuing to make interruptible supplies available whenever possible. LCRA will achieve this objective, in part, through the development and implementation of its state-approved Water Management Plan.
3. While maximizing the potential supplies available from its Colorado River rights in a cost-effective manner, LCRA may consider development of new, cost-effective supplies to serve its customers.
4. LCRA will monitor developments in state water law and water rights permitting and, where necessary, take action to ensure the legal rights and obligations LCRA has to manage the state's water resources are not significantly and adversely affected by such activities.
5. LCRA will stay fully apprised of developments regarding the legal framework under which groundwater is regulated and evaluate LCRA's role and the potential impacts to LCRA. Through ongoing assessments of groundwater supplies, LCRA will encourage and research conjunctive management and use of groundwater and surface water supplies. LCRA may plan, develop and manage groundwater and

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LCRA Application page 12
JUL 05 2023

Water Availability Division

conjunctive use projects where economically feasible and supported by sound science.

6. LCRA will explore opportunities to improve the reliability of water supply for agricultural needs through diverse, cost-effective strategies that increase available supply in the lower basin while minimizing the impact on firm water customers.
7. A preference for a basinwide approach to benefit both upstream and downstream interests will be given when pursuing water supply strategies.

501.202 Public Engagement. LCRA will provide information to the public about plans for future water supply projects and will solicit feedback from the public in the decision-making process. LCRA's public engagement process may include the use of one or more of the following: advisory committees, community forums, town hall meetings or open houses, newspaper advertisements, dedicated webpages, online feedback forms, and other strategies, as appropriate, in addition to any applicable regulatory agency-required public process. The scope and details of LCRA's public engagement process for any proposed project will depend on the size and nature of the proposed project.

For any new water supply project that is expected to create 10,000 acre-feet or more per year, staff will, at a minimum:

- Meet with stakeholder groups and, as appropriate, individuals to provide information about the proposed project, answer questions and solicit input.
- Create a dedicated webpage designed to educate the public about the proposed project and to solicit input from stakeholders and other interested participants. The webpage will provide information relevant to the proposed project, including meeting presentations, participant comments and LCRA's responses, and appropriate technical information.
- Provide periodic progress reports to the Water Operations Committee in public meetings of the committee, including reports on feedback and input received from the public.

Nothing in this policy shall be construed as requiring the disclosure of information that is protected under Texas open government laws.

501.30 WATER CONSERVATION

LCRA will meet or exceed state water conservation requirements and provide leadership in promoting the conservation of water. LCRA's commitment to conserving water will be achieved by implementing a variety of programs designed to encourage the conservation of water.

501.40 ENVIRONMENTAL FLOWS

LCRA is committed to maintaining, and where reasonably possible, improving fish, wildlife and recreation resources in the river and bay system. LCRA will continue to be a leader in developing high-quality science on environmental flows for the benefit of the lower Colorado River basin and comply with all state and federal requirements in the most efficient way possible. LCRA will provide water to help meet environmental flow needs in a manner that does not diminish or hamper its ability to meet current and future water demands of other beneficial users in the basin.

501.50 WATER QUALITY PROTECTION

LCRA will provide leadership in protecting water quality and, where reasonably possible, improving the quality of the surface water and groundwater within the lower Colorado River watershed. LCRA will seek to protect against degradation of water quality and will support recreation, aquatic life and water supply uses of the waters under its jurisdiction. LCRA will implement this goal through monitoring, assessment, advocacy, contracting, regulatory oversight, and reliance on the best available science, technology and innovation. LCRA will cooperate with other concerned public and private entities to help address issues of concern related to water quality within the lower Colorado River watershed, including groundwater.

501.60 WATER CONTRACTS AND RATES

501.601 Water Contracts. LCRA will develop reasonable rules for the consideration, issuance and administration of raw water contracts. Such rules should address requirements for water conservation, drought contingency, interbasin transfers, water quality impacts, and other requirements necessary for the fair and appropriate administration of water contracts. The rules should be updated from time to time to reflect changes to Board policy, applicable law or other business needs. LCRA staff will develop standard form raw water contracts consistent with Board policies and rules.

501.602 Water Rates. LCRA's rates will be just and reasonable, not unduly discriminatory, and set to fully recover LCRA's costs to control, store, preserve, conserve, use, plan, develop, manage, distribute and sell the water supplies under its jurisdiction, consistent with state law. The rates will be designed to allow LCRA to be self-supporting in providing these services and with the goal of providing for a stable and predictable flow of revenue.

501.603 Board Consideration and Public Input. Implementation of new rates will be carried out within a time frame that attempts to minimize adverse impacts upon the customers of LCRA. All contract rules and rates will be presented to the LCRA Board of Directors for approval, and the public, including all water customers, will be afforded an opportunity to comment on such actions prior to the Board's consideration for approval.

501.70 LOWERING LCRA-OPERATED LAKES

The general manager may authorize the temporary lowering of Inks Lake, Lake LBJ, Lake Marble Falls and Lake Austin only if such lowering will not interfere with LCRA's essential operations, unreasonably impact aquatic habitat, or result in any unrecovered losses related to water supply and are otherwise consistent with LCRA's water rights and existing contracts and leases. Further, such lowerings will not result in any unreasonable losses related to hydro-generation revenues for any lowering of Lake Austin or any lowering of Inks Lake, Lake LBJ or Lake Marble Falls that occurs with a frequency of more than once every four years.

501.80 AUTHORITY

Texas Water Code, chapters 11 and 12
Texas Special District Local Laws Code §§ 8503.001, 8503.004, 8503.0105, 8503.011,
8503.012, 8503.013, 8503.028, 8503.029 and 8503.030

EFFECTIVE: Dec. 15, 2010. Amended Sept. 21, 2016; and Aug. 21, 2019.

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Delegation of Authority and LCRA Representation

No employee of LCRA is authorized to take any action reserved to the Board of Directors under Board Policy 102 – Authority and Responsibilities. All other general powers and duties in the LCRA Enabling Act, bylaws, Board policies, and other applicable law necessary to accomplish LCRA's purpose, plans and objectives are the responsibility of the general manager and those persons to whom the general manager specifically delegates such authority pursuant to the applicable LCRA procedures manual.

General Delegation of Authority by General Manager: The general manager delegates to the executive officers any and all powers and duties necessary to manage their respective departments and service areas, except for those matters reserved to the Board of Directors or general manager as specified in this policy and Board Policy 102 – Authority and Responsibilities. Executive officers are further authorized to delegate authority to their respective department managers and staff consistent with the applicable LCRA procedures manual. LCRA has implemented procedures manuals that control who may sign agreements on behalf of LCRA. See the Contract Management and Supply Chain Procurement procedures manuals.

Communicating Internally and Externally: Certain communications must be reviewed and approved by Communications prior to publication or distribution to ensure compliance with LCRA policies and consistency with graphic and editorial standards. Those standards are detailed in the LCRA Stylebook and Reference Guide and the Corporate Brand Guidelines on LCRA's intranet.

The following types of LCRA-related communication must be reviewed and approved by Communications prior to publication, distribution or a speaking engagement:

- Advertising and marketing materials, except for legal notices and advertising for open LCRA jobs.
- External and internal written communications, including publications, brochures, booklets and flyers. This also includes communications on LCRA letterhead, from an LCRA email address or other means that identify the communication as coming from LCRA that are intended to be distributed to 25 or more members of the public, except for letters regarding LCRA litigation and the provision of legal services, and letters distributed as part of, or in response to, an open records request received by or impacting LCRA.
- Email distributed from an LCRA email account to 100 or more employees. Exceptions are email regarding LCRA litigation and the provision of legal services, and email distributed as part of, or in response to, an open records request received by or impacting LCRA. Review is not required for email from managers or their designees to employees in their reporting structures or work teams.
- Exhibits for LCRA use at public meetings.
- Webpages.

- Videos. Exceptions include employee-produced videos for their work group.
- Speaking engagements where an employee will speak in his or her capacity as an LCRA employee. The head of External Affairs or a leader within Communications should be notified of all public meetings and speaking engagements in which LCRA is a primary sponsor or a major participant, including town hall meetings, tours, conferences, public hearings and open houses.
- Communications with elected officials when not part of an employee's typical job duties. If employees who typically do not communicate with elected officials as part of their job duties are called upon to communicate with an elected official, they first must get permission from the head of External Affairs before communicating with elected officials.
- Changes to LCRA policy or to department procedures posted on LCRA's intranet.

Communications coordinates all responses to media inquiries to ensure consistency and transparency. Employees must refer requests from news media, including radio, television, newspapers, magazines, bloggers and trade press, to Communications.

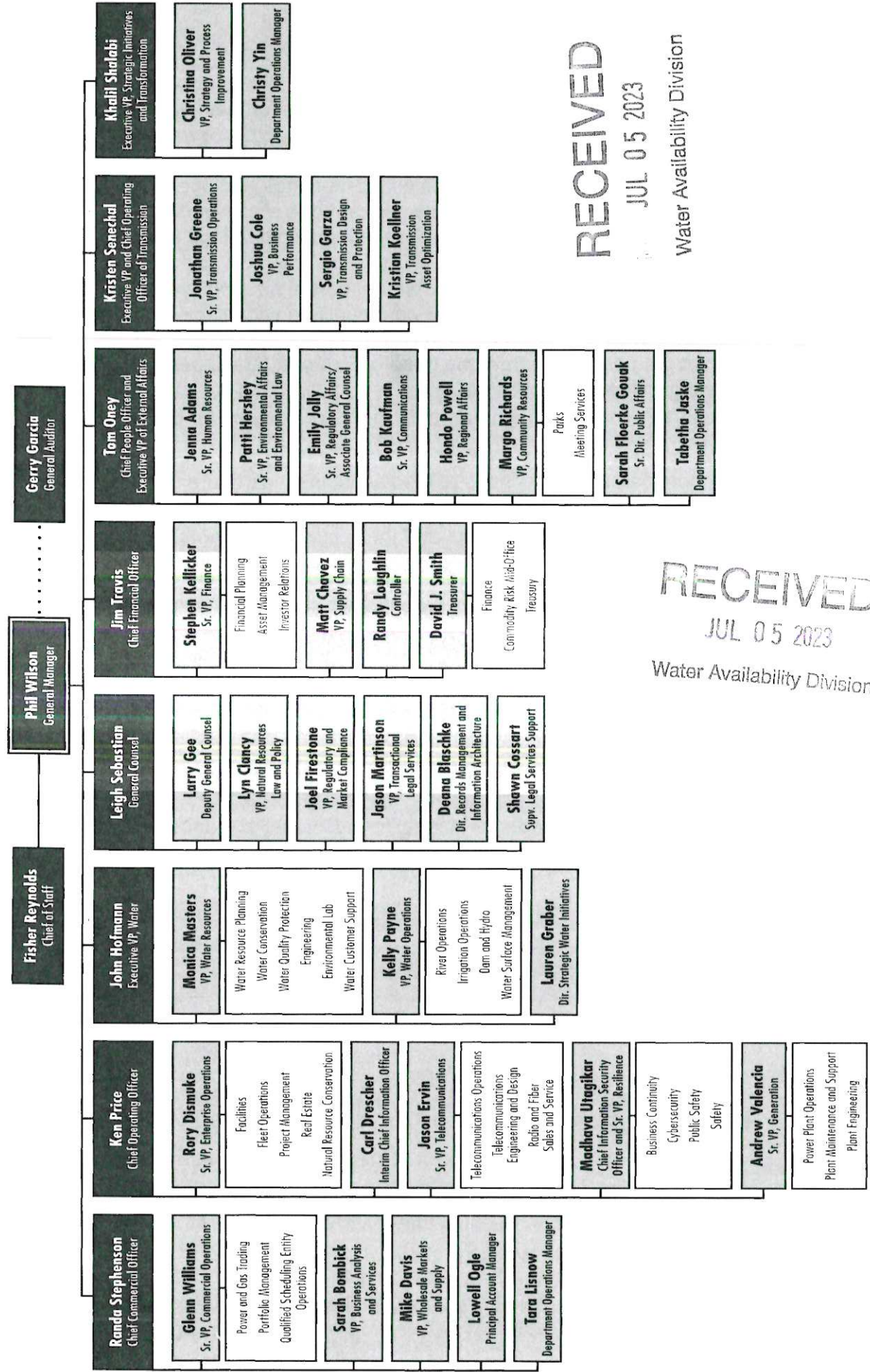
Social Media: Refrain from using social media while on work time or on equipment LCRA has provided unless it is work-related. Also, do not use LCRA email addresses to register on social networks, political campaigns or websites, blogs or other online tools that are for personal use.

Instant Messaging: Instant messaging related to LCRA work-related matters is subject to LCRA's records retention policies. Inappropriate use and/or unlawful content through instant messaging on LCRA computers may result in discipline up to and including termination from employment.

Also see the Communications Procedures Manual for additional guidance.

LCRA Organizational Overview

Updated March 24, 2023



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TECHNICAL INFORMATION REPORT WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: 6/22/2023

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N N
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N N (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N N

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N N (If yes, indicate the Term Certificate or Permit number: NA)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees**
- **Fees calculated on Worksheet 8.0** – see instructions **Page. 34.**
- **Maps** – See instructions **Page. 15.**
- **Photographs** - See instructions **Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. ***If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.***

Water Right (Certificate or Permit) number you are requesting to amend: 14-5677B

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N N (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

- a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N N

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N N

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

- c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N N
If yes, submit:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

- d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N N
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

- e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N N

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N N *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 - Calculation of Fees; and Fees calculated - see instructions Page. 34**
- **Maps - See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N N

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

1. *Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
2. *Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N N

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- **Worksheet 4.0 – Discharge Information Worksheet** (for each discharge point)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps** – See instructions Page. 15.
- **Additional Documents and Worksheets may be required (see within).**

4. General Information, Response Required for all Water Right Applications (Instructions, Page 15)

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled "Addendum Regarding the State and Regional Water Plans":

LCRA contract amendments are listed as a strategy for the City of Leander water supply needs in table 5.1 page 5-xx (precedes page 5-1) of the 2021 Region K Water Plan Volume 2.

- b. Did the Applicant perform its own Water Availability Analysis? Y / N N
If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.
- c. Does the application include required Maps? (Instructions Page. 15) Y / N Y

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WORKSHEET 1.0
Quantity, Purpose and Place of Use

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1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre-feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>

_____ Total amount of water (in acre-feet) to be used annually *(include losses for Bed and Banks applications)*

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

- a. Location Information Regarding the Lands to be Irrigated
 - i) Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
Interbasin Transfer from 24,000 to 31,000 ac-ft		Same		Same

**If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."*

***If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."*

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- i. Applicant proposes to irrigate a total of _____ acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - ii. Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required.
- e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1 INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N Y

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. Colorado
- b. Provide the quantity of water to be transferred (acre-feet). 31,000 ac-ft/yr in lieu of 24,000 ac-ft/yr
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:
Travis and Williamson Counties, Brazos River Basin

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N N
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N N
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N Y
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N N

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on- stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required for Applications in the Rio Grande Basin** requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization**. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) - (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet **is required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: _____
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: _____.
- c. The impoundment is on-channel _____ or off-channel _____ (mark one)
 - i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y / N** _____
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? **Y / N** _____
- d. Is the impoundment structure already constructed? **Y / N** _____
 - i. For already constructed **on-channel** structures:
 1. Date of Construction: _____
 2. Was it constructed to be an exempt structure under TWC § 11.142? **Y / N** _____
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? **Y / N** _____
 - b. If No, has the structure been issued a notice of violation by TCEQ? **Y / N** _____
 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? **Y / N** _____
 - a. If yes, provide the Site No. _____ and watershed project name _____;
 - b. Authorization to close "ports" in the service spillway requested? **Y / N** _____
 - ii. For **any** proposed new structures or modifications to structures:
 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? **Y / N** _____
Provide the date and the name of the Staff Person _____
 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. **Y / N** _____
 - b. Plans (with engineer's seal) for the structure required. **Y / N** _____
 - c. Engineer's signed and sealed hazard classification required. **Y / N** _____
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **Y / N** _____

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? **Y / N**_____
- iii. Additional information required for **on-channel** storage:
1. Surface area (in acres) of on-channel reservoir at normal maximum operating level:_____.
 2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option. Applicant has calculated the drainage area. **Y/N**_____ If yes, the drainage area is_____ sq. miles. *(If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).*

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name):_____
- b. Zip Code: _____
- c. In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.

**** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.***

*****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.***

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude _____°N, Longitude _____°W.

****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program):_____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Y / N**_____

WORKSHEET 3.0 DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. ___ Diversion Point No.
2. ___ Upstream Limit of Diversion Reach No.
3. ___ Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** _____ cfs (cubic feet per second)
or _____ gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N _____
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* _____ cfs or _____ gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N _____

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (√) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input type="checkbox"/>	Directly from stream	
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N _____

If yes, the drainage area is _____ sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): _____
- b. Zip Code: _____
- c. Location of point: In the _____ Original Survey No. _____, Abstract No. _____ County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude _____°N, Longitude _____°W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): _____
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0 DISCHARGE INFORMATION

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be_____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses_____ (% or amount) and explain the method of calculation:_____
- c. Is the source of the discharged water return flows? Y / N_____ If yes, provide the following information:
 1. The TPDES Permit Number(s)._____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? Y / N_____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
4. The percentage of return flows from groundwater_____, surface water_____?
5. If any percentage is surface water, provide the base water right number(s)_____.
- d. Is the source of the water being discharged groundwater? Y / N_____ If yes, provide the following information:
 1. Source aquifer(s) from which water will be pumped:_____
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers_____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.

di. Is the source of the water being discharged a surface water supply contract? Y / N_____ If yes, provide the signed contract(s).

dii. Identify any other source of the water_____

N/A

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is _____ acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____°N, Longitude _____°W.
****Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places***
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): _____

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0 ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: _____

Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

Check the method used to characterize the area downstream of the new diversion location.

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional

Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored

Common Setting: not offensive; developed but uncluttered; water may be colored or turbid

Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

Primary contact recreation (swimming or direct contact with water)

Secondary contact recreation (fishing, canoeing, or limited contact with water)

Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

- a. For all bed and banks applications:
 - i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.
- b. For all alternate source applications:
 - i. If the alternate source is treated return flows, provide the TPDES permit number _____
 - ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well _____ and the name of the aquifer from which water is withdrawn _____.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.
Instructions, Page 31.

The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.

1. Water Conservation Plans

a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture – including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ____Municipal Use. See 30 TAC § 288.2. **
2. ____Industrial or Mining Use. See 30 TAC § 288.3.
3. ____Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ____Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N____**

c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above - indicate each that applies:
1. ____Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. ____Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. ____Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc.* See 30 TAC § 288.30) Y / N____

WORKSHEET 7.0 ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.
- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

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This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) . <u>In Acre-Feet</u> a. Less than 100 \$100.00 b. 100 - 5,000 \$250.00 c. 5,001 - 10,000 \$500.00 d. 10,001 - 250,000 \$1,000.00 e. More than 250,000 \$2,000.00	
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x _____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x _____ Maximum annual diversion of State Water in acre-feet. **	
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x _____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100 OR Sever and Combine: \$100 x ___ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$112.50



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

Section 1. Preliminary Screening

- New Permit or Registration Application
 New Activity - modification, registration, amendment, facility, etc. (see instructions)

If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.

Section 2. Secondary Screening

- Requires public notice,
 Considered to have significant public interest, **and**
 Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.
Stop after Section 2 and submit the form.**

- Public Involvement Plan not applicable to this application. Provide **brief** explanation.

Publication notice is not required.

Section 3. Application Information

Type of Application (check all that apply):

Air Initial Federal Amendment Standard Permit Title V

Waste Municipal Solid Waste Industrial and Hazardous Waste Scrap Tire
 Radioactive Material Licensing Underground Injection Control

Water Quality

- Texas Pollutant Discharge Elimination System (TPDES)
- Texas Land Application Permit (TLAP)
- State Only Concentrated Animal Feeding Operation (CAFO)
- Water Treatment Plant Residuals Disposal Permit
- Class B Biosolids Land Application Permit
- Domestic Septage Land Application Registration

Water Rights New Permit

- New Appropriation of Water
- New or existing reservoir

Amendment to an Existing Water Right

- Add a New Appropriation of Water
- Add a New or Existing Reservoir
- Major Amendment that could affect other water rights or the environment

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

City

County

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

(b) Per capita income for population near the specified location

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

(e) Languages commonly spoken in area by percentage

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

Yes No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

Yes No

If Yes, please describe.

If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.

(c) Will you provide notice of this application in alternative languages?

Yes No

Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.

If yes, how will you provide notice in alternative languages?

- Publish in alternative language newspaper
- Posted on Commissioner's Integrated Database Website
- Mailed by TCEQ's Office of the Chief Clerk
- Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

Yes No

(e) If a public meeting is held, will a translator be provided if requested?

Yes No

(f) Hard copies of the application will be available at the following (check all that apply):

- TCEQ Regional Office TCEQ Central Office
- Public Place (specify)

Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

Yes No

What types of notice will be provided?

- Publish in alternative language newspaper
- Posted on Commissioner's Integrated Database Website
- Mailed by TCEQ's Office of the Chief Clerk
- Other (specify)

Attachment A

Firm Water Contract
LCRA and City of Leander

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FIRM WATER CONTRACT

By and Between

LOWER COLORADO RIVER AUTHORITY

And

CITY OF LEANDER, TEXAS

RECEIVED

JUL 05 2023

FIRM WATER CONTRACT Water Availability Division

This Contract is entered by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and the CITY OF LEANDER, TEXAS (hereinafter, together with its successors and assigns as provided herein, "PURCHASER"), who, in mutual consideration of the provisions herein contained, agree as follows:

CONTRACT

1. STANDARD TERMS AND CONDITIONS 1

2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS 1

 2.1 INCORPORATION OF EXHIBITS. 1

 2.2 MAXIMUM ANNUAL QUANTITY..... 1

 2.3 POINTS OF AVAILABILITY..... 2

 2.4 MAXIMUM DIVERSION RATE..... 2

 2.5 TYPE OF USE..... 2

 2.6 SERVICE AREA..... 2

 2.7 INTERBASIN TRANSFER PERMIT..... 2

 2.8 DEMAND, EFFLUENT, REUSE, AND RETURN FLOW SCHEDULE..... 3

 2.9 RIGHTS REGARDING UNUSED WATER..... 3

 2.10 TERM OF CONTRACT..... 4

 2.11 PREVIOUS CONTRACT..... 4

 2.12 NOTICE..... 4

1. STANDARD TERMS AND CONDITIONS

Except as expressly provided in Section 2 of this Contract, the Parties agree to the standard terms and conditions attached hereto as Exhibit A.

2. GENERAL TERMS, EXCEPTIONS & SPECIAL CONDITIONS

2.1 Incorporation of Exhibits.

All Exhibits attached to this Contract are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

2.2 Maximum Annual Quantity

The MAQ is 31,000 acre-feet per year from the Effective Date. (There is no Loss Factor applicable to this Contract.)

2.3 Points of Availability.

The Point of Availability is Lake Travis in Travis County, Texas as described and depicted in Exhibit B.

2.4 Maximum Diversion Rate.

The maximum diversion rate authorized under this Contract is 45 cubic foot per second.

2.5 Type of Use.

This Contract is authorized for municipal use consistent with Section 1.F. of Exhibit A.

2.6 Service Area.

Water supplied under this Contract shall only be used within that certain area in Travis and Williamson County as described in Exhibit C and depicted in Exhibit D, together hereinafter called the "Service Area."

2.7 Interbasin Transfer Permit.

- a) LCRA currently holds interbasin transfer permit no 5677, as amended (5677A), issued by the Texas Commission on Environmental Quality on or about March 29, 2000, as amended on or about Nov. 16, 2012 (hereinafter, the "IBTP"). LCRA shall apply to the TCEQ for amendment of the IBTP to bring the IBTP into conformance with the terms of this contract within ninety (90) days of the date of last execution of this Contract. PURCHASER shall pay or reimburse LCRA for any and all costs associated with the application and subsequent amendment, including but not limited to costs for filing and notice of the application, costs for legal and expert fees, if any, and costs for recording the issued amendment. LCRA shall invoice PURCHASER for such costs and fees consistent with the billing procedures in this Contract. Water supplied under this Contract may not be used outside of the Colorado River basin unless such use is within LCRA's water service area and is in strict compliance with the IBTP, as amended, and LCRA's enabling legislation.
- b) From and after the date of issuance of an amendment to the IBTP by TCEQ in accordance with this Contract, PURCHASER shall have the right to divert up to the MAQ of this Contract. Prior to that date, and in accordance with the current IBTP, PURCHASER shall have the right to divert a total amount up to the MAQ subject to the following limitations: (a) up to a maximum of 24,000 acre-feet (7,820,424,000 gallons) of raw water per year to use in that portion of the Service Area located in the Brazos River basin; and (b) up to the MAQ for use in that portion of the Service Area located in the Colorado River basin provided that any water used in the Brazos Basin shall be subtracted from the MAQ available for use in the Colorado Basin. In addition, PURCHASER shall develop a method for verifying compliance with the limitations set forth above if PURCHASER intends to use more than 24,000 acre-feet per year prior to issuance of the amended IBTP, with such method to be approved by LCRA's Vice President of Water Resources prior to any such use. Upon approval, PURCHASER shall be solely responsible for operating its facilities as to comply with this paragraph and the IBTP. PURCHASER further agrees to provide

LCRA and its representatives access to all property and facilities of PURCHASER during normal business hours for purposes of inspection to ensure compliance with this paragraph.

2.8 Demand, Effluent, Reuse, and Return Flow Schedule.

PURCHASER agrees that in conjunction with updates to the Demand Schedule required by Section I.K. of Exhibit A, PURCHASER shall provide PURCHASER's best estimate of actual and projected effluent, direct reuse, and return flows both in total and for the amounts associated with the Brushy Creek Regional Wastewater System, with projections at time intervals no greater than five (5) years and extending for the term of the contract.

2.9 Rights Regarding Unused Water

The rights to unused water, effluent and return flows arising from the water supplied under this Contract are as follows:

PURCHASER has the right to direct reuse resulting from up to 24,000 acre-feet per year of water supplied under this Contract that, following the initial use, is not consumed and is subsequently treated at various wastewater treatments plants servicing wastewater basins other than the wastewater basin that is or would be serviced by the Brushy Creek Regional Wastewater System as identified in Exhibit H. Direct reuse of such water shall only occur within the Service Area specified in Section 2.6. PURCHASER shall have no right to direct reuse of water initially used in the wastewater basin identified in Exhibit H as contributing to the Brushy Creek Regional Wastewater System or water that in fact is treated at the Brushy Creek Regional Wastewater System. PURCHASER may construct and operate a bypass that directs water from one or more of the other wastewater basins to the Brushy Creek Regional Wastewater System. If PURCHASER constructs and operates such a bypass, PURCHASER may later direct water from those wastewater basins to a wastewater treatment plant other than the Brushy Creek Regional Wastewater System and shall have the right to direct reuse of the water from such wastewater plant as otherwise limited herein.

LCRA has the right, but not the obligation, to use and reuse (directly and indirectly) any water remaining after PURCHASER exercises its rights to direct reuse as defined above (herein referred to as "Unused Water"). LCRA has legal rights to Unused Water under its senior water rights and/or may seek other permits specifically related to such Unused Water.

Purchaser shall not oppose LCRA's acquisition of one or more easements at any wastewater treatment and/or disposal facility owned in whole or in part by Purchaser subject to the terms and conditions described in subparagraphs a)-c) of this Section 2.9:

- a) PURCHASER shall provide to LCRA at market value any easements reasonably necessary for LCRA to locate any collection facilities for Unused Water within facilities wholly owned and controlled by PURCHASER; provided that, LCRA agrees to locate the easements and construct, operate and maintain its facilities in a manner that does not obstruct or otherwise adversely impact or impair PURCHASER's existing or planned operations;

- b) For facilities not wholly owned by PURCHASER, PURCHASER agrees not to oppose LCRA's acquisition at market value of Purchaser's easement rights and interests in the facilities for easements reasonably necessary for LCRA to locate any collection facilities for Unused Water within the facilities; provided that, LCRA agrees to locate the easements and construct, operate and maintain its facilities in a manner that does not obstruct or otherwise adversely impact or impair existing or planned operations at the facilities. The rights granted herein apply only to PURCHASER's rights to real property and/or Unused Water associated with such facilities, and do not apply to the rights of other owners of the facilities; and
- c) PURCHASER agrees not to oppose any permit application submitted by LCRA to the Texas Commission on Environmental Quality related to the Unused Water.

2.10 Term of Contract.

The term of this Contract is 40 years unless terminated earlier by either party consistent with Exhibit A.

2.11 Previous Contract.

Upon the Effective Date of this Contract, that certain Water Contract between LCRA and PURCHASER, dated August 21, 2007 (LCRA Contract No. 800 000 1719) shall be null, void, and of no further legal force and effect, provided that PURCHASER shall continue to be responsible and liable for all fees incurred under Contract No. 800 000 1719, including fees for Monthly Diversions and the Reserved Water or Reservation Charge, and fees due under the Inverted Block Rate, as such fees may be calculated and/or prorated through the Effective Date.

2.12 Notice.

All notices and invoices to PURCHASER shall be addressed to:

City of Leander
P.O. Box 319
Leander, Texas 78646

All payments to LCRA shall be made to the address on the invoices received by PURCHASER. All notices to LCRA shall be addressed to:

Lower Colorado River Authority
Attn: Raw Water Sales
P.O. Box 220
Austin, Texas 78767
firmwater@lcra.org for email transmission

and

Lower Colorado River Authority
Attn: River Operations

P.O. Box 220
Austin, Texas 78767
(512) 473-3551 for facsimile transmission

SIGNED BY:

Lower Colorado River Authority

By: Monica Masters
Monica Masters, P.E.
Vice President, Water Resources



Date: 04/25/23

City of Leander, Texas

By: [Signature]
Name: Richard B. Beverlin, III

Title: City Manager

Date: 04/06/23

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EXHIBITS

- A. Standard Contract Terms and Conditions
- B. Description of Point(s) of Availability
- C. Description of Service Area
- D. Depiction of Service Area
- E. Water Conservation Plan
- F. Drought Contingency Plan
- G. Demand Schedule
- H. Leander Wastewater Basins

Exhibit A

Standard Contract Terms and Conditions

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Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

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I. WATER SUPPLY.....	2
A. PERMIT(S) MAY BE REQUIRED.....	2
B. MAXIMUM ANNUAL QUANTITY.....	2
C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.....	3
D. MAXIMUM DIVERSION RATE.....	3
E. SOURCE OF WATER SUPPLY.....	3
F. TYPE OF USE.....	4
G. SERVICE AREA.....	4
H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.....	4
I. AVAILABILITY OF WATER.....	5
J. DELIVERY OF WATER.....	5
K. DEMAND SCHEDULE.....	5
L. STATE REGULATION OF LCRA WATER SUPPLIES.....	5
M. OPERATIONS OF DAMS AND RESERVOIRS.....	6
N. QUALITY OF WATER.....	6
O. INTERBASIN TRANSFER.....	6
P. REQUIRED NOTICES.....	6
II. CONTRACT ADMINISTRATION.....	6
A. TERM OF CONTRACT.....	6
B. PAYMENT.....	7
C. MEASURING WATER.....	9
D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.....	10
E. NON-PAYMENT.....	12
F. EQUITABLE REMEDIES.....	13
G. NOTICE.....	13
H. ASSIGNMENT OF CONTRACT.....	13
I. COMPLIANCE WITH FILING REQUIREMENTS.....	13
III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY.....	13
A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.....	13
B. SEWAGE REGULATIONS.....	14
C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.....	14
D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.....	14
IV. GENERAL PROVISIONS.....	14
A. EFFECTIVE DATE.....	14
B. PREVIOUS CONTRACT.....	15
C. INDEMNIFICATION.....	15
D. FORCE MAJEURE.....	15
E. NO THIRD-PARTY BENEFICIARY.....	15

F. NO RIGHTS OR TITLE ACQUIRED.....	15
G. REPRESENTATIONS AND WARRANTIES.....	15
H. DISPUTE RESOLUTION.....	16
I. ACTUAL DAMAGES.....	17
J. AMENDMENT.....	17
K. BINDING EFFECT.....	17
L. COMPLETE CONTRACT.....	17
M. COUNTERPARTS.....	17
N. FURTHER ASSURANCES.....	17
O. GOVERNING LAW.....	17
P. HEADINGS; TABLE OF CONTENTS.....	17
Q. INCORPORATION OF WATER CONTRACT RULES.....	18
R. INTERPRETATION AND RELIANCE.....	18
S. RELATIONSHIP OF PARTIES.....	18
T. SEVERABILITY.....	18
U. NO ADDITIONAL WAIVER IMPLIED.....	18
V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.....	18

I. WATER SUPPLY

A. PERMIT(S) MAY BE REQUIRED.

PURCHASER may not impound, divert, or use water under this Contract unless PURCHASER, in accordance with the substantive rules of the Texas Commission on Environmental Quality (TCEQ), Army Corps of Engineers (USACE), or any other local, state, or federal regulatory authority, obtains and maintains any water rights permit, wastewater discharge permit, dredge and fill permits, or any other similar permit, that is necessary to authorize PURCHASER'S impoundment, diversion and/or consumptive use, and subsequent discharge, of water consistent with this Contract.

B. MAXIMUM ANNUAL QUANTITY.

From and after the Effective Date hereof, PURCHASER shall have the right to a Maximum Annual Quantity (MAQ) of raw or untreated water per annum made available by LCRA as set forth in the terms of the Contract. For purposes of this Contract, the term "made available" refers to the greatest of: (i) the amount of water released or supplied from LCRA firm supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor (defined below) times such amount. PURCHASER shall designate a point or points of availability for such water as described and depicted in Exhibit "B" attached hereto (the "Point(s) of Availability"), said Exhibit depicting the location by reference to a corner of an original land survey and/or other survey point, giving course and distance and providing the latitude and longitude. In the event that the Point(s) of Availability are located on a LCRA operated-canal, PURCHASER shall also identify a point or points of diversion for such water on the Colorado River ("Point(s) of Diversion"). Such Point(s) of Diversion, if any, shall be described and depicted in Exhibit "B" in the same manner described for Point(s) of Availability.

In the event that PURCHASER'S Point(s) of Availability are located downstream of Lake Travis, the Contract will specify a Loss Factor. The Loss Factor represents LCRA's best available estimate of the conveyance, delivery, or system loss incurred to provide water under this Contract. LCRA hereby reserves the right to modify the Loss Factor and make any associated changes to the MAQ, at any time, based on

any revised estimates of conveyance, delivery, or system loss associated with the delivery of water to PURCHASER, including but not limited to changes in the source of supply LCRA uses to make water available to PURCHASER or updated and substantiated information related to river or canal losses.

PURCHASER may, at its option, conduct its own investigation of conveyance, delivery, or system losses, associated with the delivery of water by LCRA under this Contract. If PURCHASER conducts such study in accordance with LCRA's then-current Water Contract Rules, it shall provide to LCRA in a written report the results of any such investigation within sixty (60) calendar days of completion and LCRA agrees to consider whether any adjustment to the Loss Factor is appropriate under this Contract. If LCRA determines that an adjustment to the Loss Factor is appropriate, it shall provide PURCHASER written notice, by certified mail, of any change to the Loss Factor and resulting change to the Contract MAQ, within fifteen (15) business days of adopting such change. A change to the Loss Factor that results in an increase in the MAQ of 500 acre-feet per year or more shall not take effect until approved by the LCRA Board as an amendment to this Contract. Notwithstanding the foregoing or any provision in LCRA's raw water contract rules, LCRA will not require PURCHASER to obtain a new contract on the most current standard form water contract where the change to the MAQ is based solely on a change to the Loss Factor.

C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY.

If the amount of water made available to PURCHASER for any reason exceeds the Maximum Annual Quantity stated in PURCHASER's Contract during two (2) consecutive years, or two (2) out of any four (4) consecutive years, PURCHASER shall submit an application (including the application fee) for a new standard form water contract for an adjusted MAQ, the reasonableness of which shall be determined consistent with LCRA's then effective Water Contract Rules, to the extent LCRA has water supplies available. If PURCHASER has not obtained a contract for an increased MAQ and has a subsequent exceedance within the immediately following five (5) years PURCHASER shall pay to LCRA the Recurrent Excess Use Charge described in Section II.B.5. To the extent provided by the LCRA Water Contract Rules, LCRA may allow PURCHASER to take alternate actions in lieu of submitting an application for a new standard form contract. In such event, PURCHASER shall not be subject to the Recurrent Excess Use Charge in the immediately following year, and will only be subject to such fee in the event of subsequent exceedances in two (2) out of any four (4) consecutive years.

D. MAXIMUM DIVERSION RATE.

PURCHASER may not divert water made available by LCRA under this Contract at a rate greater than as set forth in this Contract ("Maximum Diversion Rate").

E. SOURCE OF WATER SUPPLY.

1. The water made available for impoundment, diversion and/or use under this Contract will be water provided from any source available to LCRA at the time PURCHASER uses water under this Contract.
2. LCRA may make water available under this Contract in accordance with LCRA's Water Management Plan, as may be amended in accordance with state law from time to time, from storage in lakes Buchanan and/or Travis in accordance with water rights held by LCRA as set forth in Certificates of Adjudication No. 14-5478, as amended, and 14-5482, as amended.
3. LCRA may make water available under this Contract from water rights owned by LCRA based on that certain water right previously owned by the Garwood Irrigation Company and identified as Certificate of Adjudication No. 14-5434 issued by the Texas Water Commission on June 28, 1989, as amended (herein, "Garwood's Right"). That portion of Garwood's Right that is owned by LCRA (and for which reference is made to Certificate of Adjudication No. 14-5434C issued by the Texas Natural Resource Conservation

Commission) is referred to herein as "Garwood's Remaining Right."

- a) PURCHASER acknowledges and agrees that LCRA may make water available for impoundment, diversion and/or use under this Contract from Garwood's Remaining Right only following approval by TCEQ, of amendments to allow use of Garwood's Remaining Right for the type of use authorized by this Contract at the Point of Diversion and/or Point of Availability.
- b) In this event, this Contract is subject to the commitments and conditions set forth in Section 7.08 of that certain Purchase Agreement, dated July 20, 1998, between Garwood Irrigation Company, as seller, and LCRA, as buyer (the "LCRA-Garwood Purchase Agreement"), and is further subject to all terms, provisions and special conditions contained within Garwood's Remaining Right, as amended. Copies of the LCRA-Garwood Purchase Agreement and Garwood's Remaining Right, as amended, are available from LCRA's website, and as of the date of execution of the contract, were specifically available at the following internet web-site address:

<https://www.lcra.org/water/permits-contracts/water-supply-contracts/agricultural-irrigation-use/>

PURCHASER also may obtain copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended, by request to LCRA's address for notices herein. By executing this Contract, PURCHASER hereby acknowledges receipt of copies of the LCRA Purchase Agreement and Garwood's Remaining Right, as amended.

F. TYPE OF USE.

PURCHASER represents to LCRA and LCRA relies on such representation that all water made available under this Contract will be impounded, diverted, and/or used by PURCHASER for the type of use as described in this Contract, as such use is defined in the LCRA Water Contract Rules or by the substantive rules for water rights of TCEQ. In accordance with state law, any part of the water that PURCHASER impounds or diverts but does not use or consume for such use in accordance with this Contract shall be returned to the Colorado River or a tributary of the Colorado River.

G. SERVICE AREA.

Water made available under this Contract shall only be used within that certain area, as described in Exhibit C attached hereto and depicted in Exhibit D, attached hereto, together hereinafter called the "Service Area." In no event shall water supplied under this Contract be available to any area outside of LCRA's statutory water service area. Further, water supplied under this Contract shall not be available to any area outside the Colorado River basin unless such interbasin transfer is authorized by one or more water rights.

H. WATER CONSERVATION AND DROUGHT CONTINGENCY MEASURES.

1. PURCHASER agrees to implement the water conservation program contained in the water conservation plan (the "Water Conservation Plan" or "WCP") described in Exhibit E attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such WCP.
2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan" or "DCP") described in Exhibit F attached hereto. PURCHASER further agrees that the water impounded and/or diverted by PURCHASER pursuant to this Contract will be used in accordance with such DCP.
3. PURCHASER shall review and update its WCP and DCP as provided in the Water Contract

Rules, with such updates to be required among other things, on a periodic basis and in response to changes in the rules of LCRA or state laws or regulations.

4. If PURCHASER fails to submit an updated WCP or DCP, or fails to implement its WCP or DCP, after thirty (30) days following notice by LCRA of an ongoing failure to comply with the requirements, PURCHASER shall pay LCRA a one-hundred dollar (\$100) administrative fee each month until an updated WCP and/or DCP is submitted or the WCP and/or DCP is implemented. The Contract is further subject to termination for failure of PURCHASER to update its WCP and/or DCP as specified in Section II.D.4.

I. AVAILABILITY OF WATER.

LCRA is committing to make available to PURCHASER under this Contract a portion of LCRA's firm water supply, as defined in LCRA's Water Contract Rules; provided, however, LCRA may interrupt or curtail the water supplied under this Contract as required by state law or in accordance with LCRA's Water Management Plan or applicable Drought Contingency Plan(s), as such Plans and any amendments thereto have been approved and may be approved in the future by TCEQ.

In the event the Point(s) of Availability are upstream of Lake Buchanan and/or on a tributary to the Colorado River, water supplied under this Contract is water that otherwise would have flowed into the Colorado River and/or lakes Buchanan and Travis and is a commitment against LCRA's firm water supply, as defined in LCRA's Water Contract Rules, subject to diversion and use rights of all senior right holders upstream and downstream of the Point(s) of Availability. Diversions and/or impoundment at such upstream Point(s) of Availability require a water right permit issued by TCEQ. In addition to the interruptions or curtailments mentioned above, availability of water is further subject to factors associated with the Point(s) of Availability, including but not limited to the flow of the river or tributary, diversions of water by senior and superior water rights, and conditions in the upstream water right permit.

J. DELIVERY OF WATER.

LCRA is responsible for making water available under this Contract only up to the MAQ. LCRA makes no guarantee that the water made available under this Contract will be available at any particular time or place or that any LCRA owned/operated reservoir or the Colorado River will be maintained at any specific elevation or flow at any particular time. Furthermore, PURCHASER acknowledges and agrees that LCRA's obligations under this Contract shall not require LCRA to make additional releases of water from LCRA firm water supplies beyond the MAQ or to make releases to raise the water elevations or flows at the Point(s) of Availability at a particular time sufficient for PURCHASER's intake and/or diversion facilities to operate.

K. DEMAND SCHEDULE.

PURCHASER has provided a Demand Schedule (Exhibit G) that reflects PURCHASER's best estimate of the scheduled initiation of diversions, initial usage, annual projected water usage, and any increases of usage over time (at intervals no greater than every five (5) years and more frequent as requested by LCRA staff), of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. The Demand Schedule shall include any plans for direct reuse of water made available under this Contract. PURCHASER shall review, update if needed, and provide to LCRA an updated Demand Schedule not less than once every five (5) years coincident with any updated Water Conservation Plans required by this Contract or LCRA's Water Contract Rules, or following written request by LCRA consistent with any other schedule that may be required by LCRA's Water Contract Rules.

L. STATE REGULATION OF LCRA WATER SUPPLIES.

PURCHASER acknowledges and agrees that the water LCRA makes available under this Contract may be regulated in whole or in part by the State of Texas or local regulatory authorities. PURCHASER further acknowledges and agrees that LCRA's water rights are subject to regulation by the State of Texas, including

but not limited to periodic review and amendment of LCRA's Water Management Plan by TCEQ. LCRA and PURCHASER acknowledge and agree that LCRA shall be obligated to exercise due diligence to manage its water supplies within such regulatory regimes to make water available to PURCHASER in accordance with the terms of this Contract. PURCHASER acknowledges and agrees, however, that LCRA's obligations under this Contract may be affected by orders of the State of Texas, its agencies or local regulatory authorities. Orders of the State of Texas, its agencies or local regulatory authorities may constitute a "force majeure" event in accordance with this Contract.

M. OPERATIONS OF DAMS AND RESERVOIRS.

The right of LCRA to maintain and operate its several dams and their appurtenances on the Colorado River and its associated tributaries and at any and all times in the future to impound and release waters thereby in any lawful manner and to any lawful extent LCRA may see fit is recognized by PURCHASER; and, except as otherwise provided herein, there shall be no obligation upon LCRA to release or not to release any impounded waters at any time or to maintain any waters at any specified elevation or flow. PURCHASER acknowledges that the elevations of said reservoirs and the Colorado River will vary as a result of hydrologic events, or lack thereof, (e.g. floods or droughts) in the watershed and LCRA's operations of its dams on the Colorado River.

N. QUALITY OF WATER.

LCRA makes no representation as to the quality of the water made available under this Contract, and PURCHASER hereby releases LCRA and agrees to hold it harmless from any and all claims that PURCHASER or PURCHASER's customers or users have or may have against LCRA for any diminution in or impairment of the quality of water made available under this Contract.

O. INTERBASIN TRANSFER.

Any surface water made available under this Contract may not be transferred or used outside of the Colorado River basin unless such transfer or use is within LCRA's water service area and authorized by a water right issued by TCEQ. In the event that PURCHASER has indicated its intent to transfer or use surface water made available under this Contract outside of the Colorado River basin in accordance with this section, PURCHASER, by executing this Contract, authorizes LCRA to apply to the TCEQ for the necessary authorization pursuant to Texas Water Code § 11.085 and 11.122 within ninety (90) days of the Effective Date of this Contract. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any costs and fees related to such application, including, but not limited to filing and notice fees, legal fees and expert fees, after LCRA bills PURCHASER for such costs and fees in accordance with this Contract.

P. REQUIRED NOTICES.

PURCHASER shall provide notice to LCRA of certain activities specified in the Water Contract Rules throughout the term of this Contract. Such notice requirements may apply to, among other things, intent to divert, plans for and implementation of reuse, activities related to a water right permit, agreement to supply a Secondary Purchaser, and change of ownership.

II. CONTRACT ADMINISTRATION

A. TERM OF CONTRACT.

This Contract shall be for the term of years as set forth in this Contract, which shall commence on the Effective Date and end on the anniversary of the Effective Date in the last year of the contract term as set forth in this Contract, unless terminated earlier by either party as provided below.

RECEIVED
JUL 05 2023
Water Availability Division

B. PAYMENT.

1. The "Water Rate" is the rate determined by the LCRA Board of Directors to then be in effect for all sales of firm water for the same use as provided in this Contract. The "Reservation Rate" is the rate determined by the LCRA Board to then be in effect for the reservation of firm water for the same use as provided in this Contract. The "Inverted Block Rate" is the rate determined by the Board to then be in effect for diversion or use of water in amounts in excess of the MAQ.
2. The Water Rate presently in effect is \$155 per acre-foot (\$0.48 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$77.50 per acre-foot. The Inverted Block Rate presently in effect is \$310 per acre-foot of water. LCRA reserves all rights that it may have under law to modify the Water Rate, the Reservation Rate, or the Inverted Block Rate. PURCHASER understands and acknowledges that the Water Rate, Reservation Rate, and the Inverted Block Rate set forth in this Contract have been approved by the LCRA Board, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. Reservation Charge.
 - a) PURCHASER agrees and covenants to pay – on a monthly basis – an amount of money equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ (the "Monthly Reservation Charge") which shall be for the preceding billing period. However, in the event the MAQ is 250 acre-feet per year or more and PURCHASER is not an existing customer in good standing nor a governmental entity exercising taxing authority, for the period until the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pre-pay on a non-refundable basis for the reservation of water as follows: PURCHASER agrees to and covenants to pay LCRA – on the first billing period after the Effective Date of this Agreement – an amount equal to the Reservation Rate multiplied by the MAQ ("Prepaid Annual Reservation Charge"), which amount shall be prorated to the end of the calendar year in which this Contract becomes effective; and thereafter, PURCHASER agrees and covenants to pay LCRA the Prepaid Reservation Charge on the first billing period of each calendar year. Following the later of the fifth full calendar year since the Effective Date or the year in which PURCHASER's water use equals at least twenty percent (20%) of the MAQ, PURCHASER shall pay the Monthly Reservation Charge described above.
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay – on a semi-annual basis – an amount of money equal to the Reservation Rate multiplied by one-half of the MAQ (the "Prepaid Semi-annual Reservation Charge") which shall be for the upcoming semi-annual billing period.
4. Use Charge.
 - a) PURCHASER agrees and covenants to pay LCRA – on a monthly basis – an amount of money (the "Use Charge") equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous monthly billing period ("Monthly Use").
 - b) In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of subparagraph a, above, PURCHASER agrees and covenants to pay LCRA – on a

semi-annual basis – an amount of money (the “Semi-annual Use Charge”) equal to the Water Rate less the Reservation Rate multiplied by the amount of water made available to the PURCHASER during the previous semi-annual billing period.

- c) For purposes of this section, the term “made available” refers to the greatest of: (i) the amount of water released or supplied from LCRA firm water supplies to allow for diversions by PURCHASER; or (ii) the amount of water diverted by or for PURCHASER at the Point(s) of Availability plus the Loss Factor, if any, multiplied times such amount.
5. PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year, less any amount PURCHASER has previously paid for the same water through use and/or reservation charges. In the event the amount of water made available to PURCHASER exceeds the MAQ on a recurrent basis as described in Section I.C., PURCHASER further agrees and covenants to pay LCRA – on a calendar year basis – an amount of money (the “Recurrent Excess Use Charge”) equal to the Inverted Block Rate multiplied by any amount of water made available to PURCHASER in excess of the MAQ during the previous calendar year. Such Recurrent Excess Use Charge shall be in addition to the Excess Use Charge. In the event the amount of water made available to PURCHASER is limited because of a curtailment imposed by LCRA or state law in accordance with this Contract to an amount less than the MAQ, then PURCHASER shall pay a surcharge, in excess of any Use or Reservation Charges, to be set by the LCRA Board, multiplied by any amount of water made available to PURCHASER in excess of the amount PURCHASER is authorized to have available during the curtailment (the “Curtailment Surcharge”).
 6. The term “billing period,” as used for purposes of metering and billing in this Contract, shall refer to each period between readings of the meter(s), which readings typically are performed on a monthly basis or semi-annual basis, and may be taken around the middle, rather than then end, of each month. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract. For purposes of metering and billing, the “calendar year” may be based upon the 12-month period from the December meter reading date to the next December reading date. If this Contract specifies semi-annual billing, the initial billing period will be pro-rated to end in either mid-June or mid-December.
 7. Each month, LCRA will mail an invoice to PURCHASER showing the Monthly Use. Such invoice shall also show the amount of money owed by PURCHASER to LCRA in accordance with the Pre-paid Reservation Charge, Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein. In the event this Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, in lieu of monthly invoices, invoices will occur on a semi-annual basis and shall show the Semi-annual Use, the Prepaid Semi-annual Reservation Charge, the Semi-annual Use Charge, and any late payment charges.
 8. The invoice mailed by LCRA to PURCHASER in the month of January each year, in addition to showing the amount of money owed by PURCHASER to LCRA in accordance with paragraph 7, shall also show any amount of water that PURCHASER had made available to it in excess of the MAQ during the previous calendar year, as well as the corresponding Excess Use Charge and the Recurrent Excess Use Charge, if applicable.
 9. PURCHASER shall pay LCRA for water provided under this Contract in the amount of each invoice submitted to PURCHASER by LCRA on or before thirty (30) days from the date of

the invoice. PURCHASER shall mail checks for payments to the address indicated on the invoice. PURCHASER may pay by hand-delivery of checks or cash to LCRA's headquarters in Austin, Travis County, Texas, or by bank-wire if PURCHASER obtains LCRA's approval and makes arrangements for doing so prior to the due date. Payment may also be made by other means that may be specified on the invoice. Payment must be received at the address provided on the invoice, or, if approved, at LCRA's headquarters or bank, not later than thirty (30) days from the invoice date in order not to be considered past due or late. In the event PURCHASER fails to make payment of that invoice within thirty (30) days of the invoice date, PURCHASER shall then pay a late payment charge of five percent (5%) of the unpaid amount of the invoice. For each calendar month or fraction thereof that the invoice remains unpaid, PURCHASER shall pay interest at the rate of one and one-half percent (1.5%) per month on the unpaid portion of the invoice. In the event PURCHASER attempts to pay LCRA by check, draft, credit card or any other similar instrument, and the instrument is returned or refused by the bank or other similar institution as insufficient or non-negotiable for any reason, PURCHASER shall be assessed and must pay to LCRA, per each returned instrument, the LCRA's current returned instrument fee. If the invoice has not been paid within thirty (30) days of the invoice date, PURCHASER further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed.

C. MEASURING WATER.

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install and provide access to such measuring and recording devices or methods as specified by the Rules. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA's Rules promptly after PURCHASER becomes aware of the deficiency that causes the meter to not comply with this Contract or LCRA's Water Contract Rules.
2. Meter readings shall be taken on or about the 15th day of each month. If Contract is for recreational or irrigation use with a MAQ not exceeding 30 acre-feet per year and specifies semi-annual billing, readings shall be taken on or about June 15 and Dec. 15. PURCHASER agrees to read meter and submit meter reading to LCRA via electronic mail, online portal, or other format as specified by LCRA.
3. PURCHASER agrees that the Meter shall be tested for accuracy by qualified personnel as approved by LCRA and at the expense of PURCHASER once each calendar year at intervals of approximately twelve (12) months if the MAQ is greater than 30 acre-feet per year, and at intervals of approximately twenty-four (24) months if the MAQ does not exceed 30 acre-feet per year .
 - a) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
 - b) In the event PURCHASER fails to timely test the Meter and report the results to LCRA, the following shall take effect:
 - (1) Following a period of fifteen (15) months from the prior test, or a period of 27 months if the MAQ does not exceed 30 acre-feet per year, for each month that such failure to test and/or report results continues, PURCHASER shall pay a \$100 administrative fee.
 - (2) Following a period of eighteen (18) months from the prior test, or a period of thirty (30) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER's Monthly Water Use for purposes of determining the Water

Charge will be deemed to be the greater of the metered value, one-twelfth of the MAQ, or the prior year's water use for the given month. If the Contract is for semi-annual billing, PURCHASER'S Semi-annual Water Use for purposes of determining the Semi-annual Water Charge will be deemed to be the greater of the metered value, one-half of the MAQ, or the prior year's Semi-annual Water Use for the given semi-annual period.

- (3) Following a period of twenty-one (21) months from the prior test, or a period of thirty-three (33) months if the MAQ does not exceed 30 acre-feet per year, for each billing period that such failure to test and/or report continues, PURCHASER shall be subject to a twenty five percent (25%) surcharge on all reservation charges and use charges.
 - c) If, at any time, LCRA provides PURCHASER a written notice that questions the accuracy of the Meter, PURCHASER promptly shall test the Meter and, in this event, the expense of such test will be paid by LCRA if the Meter is found to be correct and by PURCHASER if it is found to be incorrect.
 - d) Any party that tests the Meter shall provide written notice of the test to the other party at least five (5) business days in advance of the test and shall allow the other party to observe the test.
 - e) PURCHASER shall be required to take necessary steps to correct any inaccuracy in the Meter discovered during any test. LCRA may install, at its expense, check meters in or to any of PURCHASER's Meters at any time and may leave such check meters installed for such periods as is reasonably necessary to determine the accuracy of PURCHASER's Meters.
 - f) If, as a result of any test, the Meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of the Meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, the shorter of the following periods shall be used as the basis for correction:
 - (1) a period extended back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
 - (2) a period extending back half of the time elapsed since the last previous test; and the records of reading shall be adjusted accordingly.
4. In the event PURCHASER is charged based on water released from LCRA firm water supplies under this Contract rather than the actual amount withdrawn from the reservoir or stream by PURCHASER, LCRA shall include the amount of such releases in the monthly invoice provided to PURCHASER. LCRA shall make available information regarding its calculation of the amount of water released attributable to PURCHASER's actual diversions under this Contract within a reasonable period following PURCHASER's written request.

D. TERMINATION OF CONTRACT OR REDUCTION IN MAXIMUM ANNUAL QUANTITY.

This Contract may be terminated or the MAQ may be reduced as follows:

1. PURCHASER shall provide one year's notice of its intent to terminate this Contract or reduce the MAQ, and must be current on all payments due at the time of such notice and

the time of such termination or reduction. If the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the MAQ following the expiration of five (5) years from the Effective Date. If the MAQ is 500 acre-feet or more, beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may reduce the MAQ by no more than the greater of 250 acre-feet or twenty-five percent (25%) of the original MAQ once every 12 months. PURCHASER may pre-pay outstanding reservation fees as determined by LCRA that would be due over the projected remaining duration of the contract and terminate this Contract in lieu of maintaining the Contract in effect for the period of notice and/or stepped reductions in MAQ. In the event the Rules provide alternative provisions for early termination or reduction in MAQ, PURCHASER also may terminate or reduce consistent with the Rules.

2. Upon sixty (60) days' written notice to PURCHASER, LCRA may consider reducing the MAQ under this Contract at any time after ten year(s) after the Effective Date of this Contract if PURCHASER's maximum annual use has not been at least ten percent of the MAQ on an annual basis within the first ten years. Within thirty (30) days of LCRA's written notice that it is considering reduction of the MAQ, PURCHASER shall provide LCRA with a written assurance and updated Demand Schedule that demonstrates PURCHASER's intent to increase its diversions under this Contract within the next two (2) years to an amount that will be at least ten percent (10%) of the original MAQ secured by this Contract. If PURCHASER fails to or is unable provide such written assurance, or if at least ten percent (10%) of the MAQ is not put to use on an annual basis within the two year period, LCRA may thereafter, at its sole option, terminate the contract or reduce the MAQ to any amount LCRA deems appropriate and reasonable under LCRA's raw water contract rules in effect at the time. An adjustment to the MAQ of this Contract under this section does not require PURCHASER to obtain a new contract on the most current standard form contract.
3. LCRA at its sole option, in accordance with the terms and conditions set forth in Section II.E, "Non-Payment," may terminate this Contract without recourse should PURCHASER fail to comply with the terms and conditions of this Contract for the payment of moneys owed to LCRA pursuant to Section II.B. "Payment."
4. LCRA at its sole option, may terminate this Contract if: (a) PURCHASER fails to comply with its Water Conservation Plan or its Drought Contingency Plan; or (b) PURCHASER fails to amend its Water Conservation Plan or its Drought Contingency Plan to reflect changes in LCRA's Water Conservation Plan Rules, LCRA's Drought Contingency Plan Rules, or state law or rules. LCRA shall provide notice of default prior to terminating under this section and PURCHASER shall have ninety (90) days to cure such default (or, if the nature of such default is not susceptible of being cured within such ninety (90) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.
5. If PURCHASER fails to comply with the requirements of Sections III.A, "Nonpoint Source Pollution Abatement," III.B, "Sewage Regulations," or III.C, "Documentation of Compliance; Right of Entry," LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days of the date LCRA provides written notice to PURCHASER (or if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default. For purposes of this section, LCRA shall not deem PURCHASER to be in default for so long as PURCHASER is in compliance with any remedial or enforcement agreement authorized by an agency of appropriate jurisdiction.
6. If PURCHASER fails to comply with other requirements of this Contract not specifically

stated above, LCRA may, at its sole option, terminate this Contract without recourse unless such default is cured within thirty (30) days (or, if the nature of such default is not susceptible of being cured within such thirty (30) day period, such longer period of time during which PURCHASER diligently prosecutes the cure of such default, not to exceed one hundred eighty (180) days) of PURCHASER's receipt of written notice of such default.

7. Subject to the requirements of applicable bankruptcy laws, including the rights of a trustee to assume contracts under applicable bankruptcy laws, this Contract may be terminated immediately by LCRA upon the declaration of bankruptcy by PURCHASER.
8. In the event TCEQ or any other local, state, or federal regulatory agency denies to PURCHASER, or terminates for any reason, a permit required by this Contract, PURCHASER shall notify LCRA within three (3) business days and immediately cease diversions under this Contract. LCRA, at its sole option, may terminate this Contract on or after the denial or termination of any permit required by this Contract is final and non-appealable.

PURCHASER shall remain liable for all fees and charges accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge through the date of termination. In the event LCRA terminates this Contract as provided herein, PURCHASER shall suspend immediately upon such termination all withdrawal of water from the Colorado River, or any tributaries thereof, under this Contract. LCRA may exercise any rights that it may have at law or in equity to prevent unauthorized withdrawals by PURCHASER or enforce the requirements of PURCHASER's Water Permit, if any. In the event that the contract is terminated based upon the denial or termination of a permit required by this Contract, PURCHASER shall be required to pay an early termination fee equal to the Reservation Rate times the MAQ.

LCRA shall have no obligation to continue to make water available after the expiration of the Contract term, or the early termination of the Contract.

E. NON-PAYMENT.

1. If LCRA determines that PURCHASER has not paid the full amount owed for any payment due under Section II.B, "Payment", hereof within the time provided therefore, LCRA shall give written notice to PURCHASER stating the amount LCRA has determined is due and unpaid. If LCRA gives notice as provided herein and PURCHASER fails to pay within thirty (30) days the amounts claimed in such notice to be due and unpaid, LCRA may, at its sole option: (1) upon giving ten (10) days written notice to PURCHASER terminate this Contract without recourse; and/or, (2) request injunctive relief from a court of competent jurisdiction to prevent PURCHASER from impounding and/or diverting additional water pursuant to this Contract.
2. If PURCHASER should dispute PURCHASER's obligation to pay all or any part of the amount stated in any invoice or notice, PURCHASER may, in addition to all other rights that PURCHASER may have under law, pay such amount under protest in which case such amount shall be deposited by LCRA in an interest bearing account mutually acceptable to both LCRA and PURCHASER pending final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution." LCRA may not terminate this Contract, or request injunctive relief to prevent additional impoundments and/or diversions for failure to pay the amount stated in any invoice or notice if PURCHASER pays such amount under protest and until there is a final resolution of such dispute in accordance with Section IV.H, "Dispute Resolution," favorable to LCRA.

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F. EQUITABLE REMEDIES.

PURCHASER agrees that diversions or impoundments of water by PURCHASER without the authorization provided by this Contract will result in damages to LCRA that cannot be adequately compensated by money alone. As a result, PURCHASER agrees that LCRA shall have available to it equitable remedies, including injunctive relief against additional diversions or impoundments by PURCHASER unless PURCHASER demonstrates that it is otherwise authorized to divert or impound water. In addition, PURCHASER agrees that the provisions of Section IV.H, "Dispute Resolution," will not apply to any legal action brought by LCRA seeking equitable remedies under this Contract except as expressly provided by Section II.E.2 regarding "Non-payment."

G. NOTICE.

Any notice to LCRA shall be provided in the manner specified in the Rules and invoices to PURCHASER shall be addressed as set forth in the General Terms of this Contract.

All payments to LCRA shall be addressed as set forth in the General Terms of this Contract.

Either party may change its address by giving written notice of such change to the other party. PURCHASER is required to provide notice of change in address or contact person within ten (10) days of such change. PURCHASER shall maintain a physical address on file with LCRA.

H. ASSIGNMENT OF CONTRACT.

PURCHASER shall have the right to assign this Contract provided that: i) there is no change to the MAQ, source, type of use or Service Area provided in this Contract; ii) prior to such assignment, this Contract is amended to be consistent with all terms of LCRA's then-current standard form contract for purchase of firm water and LCRA's then-current Water Contract Rules as determined by LCRA; iii) the Water Conservation Plan and Drought Contingency Plan are updated as may be necessary in accordance with this Contract as determined by LCRA; iv) PURCHASER provides LCRA at least sixty (60) days prior written notice of such assignment; v) PURCHASER is not in default under this Contract at the time of such assignment; and vi) PURCHASER or assignee make payment of all amounts due that have, or will have, accrued through the date of assignment. In the event the Contract is not consistent with the then-current standard form contract, LCRA, at its sole option, may authorize an assignment with a requirement for a subsequent replacement contract following procedures in the Water Contract Rules.

I. COMPLIANCE WITH FILING REQUIREMENTS.

LCRA agrees to file a copy of this Contract with the TCEQ Executive Director, P.O. Box 13087, Capitol Station, Austin, Texas 78711, it being fully recognized by PURCHASER hereunder that the effectiveness of this Contract is dependent upon compliance with the substantive rules and procedural rules for water rights of TCEQ.

III. ENVIRONMENTAL, PERMITTING AND OTHER ISSUES RELATED TO WATER SUPPLY

A. NONPOINT SOURCE WATER POLLUTION ABATEMENT.

If PURCHASER will use water under this Contract to serve areas located within the jurisdictional area of LCRA Highland Lakes Watershed Ordinance, the Highland Lakes Dredge and Fill Ordinance, or any other LCRA water quality ordinance that has been adopted by the LCRA Board, PURCHASER agrees to comply with and shall comply with the provisions of that respective ordinance, which ordinance may require a permit and compliance with other applicable local, state, and federal rules and regulations pertaining to water quality protection. If PURCHASER will use water under this Contract to serve areas wholly outside the jurisdiction of an LCRA water quality ordinance, PURCHASER agrees to comply with and shall comply with any applicable local, state, and federal rules and regulations pertaining to water quality protection.

PURCHASER further agrees to distribute to its customers in its service area water quality protection educational materials that LCRA provides to PURCHASER.

B. SEWAGE REGULATIONS.

PURCHASER agrees to obtain, or cause to be obtained, all approvals required by all applicable local, state or federal agencies for any sanitary sewage system or systems that collect sewage derived from water diverted herein or any sanitary sewage system whose effluent is discharged within the boundaries of LCRA's statutory district. Failure of PURCHASER to meet any standards imposed by such agencies for sanitary sewage systems, including on-site systems, shall subject PURCHASER under this Contract to all remedies allowed by law including, without limitation, termination or suspension of this Contract by LCRA. PURCHASER further agrees that if a sewage treatment plant is located within the Service Area, LCRA shall have reasonable access to such plant for the purpose of taking samples of sewage effluent from such plant for testing by LCRA to determine whether PURCHASER is in compliance with regulatory standards imposed by such agencies.

C. DOCUMENTATION OF COMPLIANCE; RIGHT OF ENTRY.

1. In addition to notices required by Section I.P. of this Contract, PURCHASER shall provide LCRA copies of any approvals that PURCHASER has received from federal, state, or local agencies that relate to water reserved or purchased pursuant to PURCHASER's Contract or to facilities intended to impound, divert, transport, or use water provided under PURCHASER's Contract within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff.
2. PURCHASER agrees that LCRA employees and agents shall be entitled to enter any property where facilities impound or deliver water to the Service Area of PURCHASER at any reasonable time following a reasonable attempt at prior notification for the purpose of inspecting and investigating conditions relating to the quality of water; the compliance by PURCHASER with any rule, regulation, permit or other order of the state, its agencies, local regulatory authorities or LCRA; compliance by PURCHASER with the requirements of this Contract; or, inspection of any of PURCHASER's facilities related to the use, diversion or impoundment of water under this Contract. LCRA employees or agents acting under this Contract who enter PURCHASER's property shall observe rules and regulations concerning safety, internal security, and fire protection, and shall notify any occupant or management of their presence and shall exhibit proper credentials.

D. ANNUAL REPORTS OF DUE DILIGENCE; AS-BUILT PLANS.

1. PURCHASER shall report to LCRA, on a yearly basis, progress made toward obtaining any and all necessary authorizations (e.g. TCEQ permits, USACE permits, etc.) as well as progress towards commencing and completing construction of facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract.
2. PURCHASER shall provide to LCRA, upon request, "as-built" drawings and plans (including GPS coordinates of any intakes or impoundments) for facilities which will be used to divert, impound, and/or convey water under PURCHASER's Contract within thirty (30) days of completion of construction.

IV. GENERAL PROVISIONS

A. EFFECTIVE DATE.

"Effective Date" means the last date of execution of this Contract by the Parties; provided all of the Parties must execute this Contract for it to be effective.

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B. PREVIOUS CONTRACT.

In the event of a previous contract between the Parties related to the Service Area of this Contract prior to the Effective Date, this Contract replaces such prior contract unless specified otherwise hereunder.

C. INDEMNIFICATION.

PURCHASER will indemnify and hold LCRA harmless from any and all claims and demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from any and all actions and activities (or failure to act) of PURCHASER under this Contract except to the extent caused by LCRA's gross negligence or willful misconduct. PURCHASER's pumping and related facilities shall be installed, operated and maintained by PURCHASER at PURCHASER's sole risk. Nothing in this Contract shall be construed as authorizing PURCHASER, or recognizing that PURCHASER has any right, to install any equipment or improvements on property owned by LCRA or third parties.

LCRA will hold PURCHASER harmless from any and all claims or demands whatsoever to which LCRA may be subjected by reason of any injury to any person or damage to any property resulting from or in any way connected with any and all actions and activities (or failure to act) of LCRA under this Contract that are not resulting from or in any way connected with any and all actions and activities (or failure to act) of PURCHASER under this Contract.

D. FORCE MAJEURE.

The term "Force Majeure" as used herein, shall mean those situations or conditions that are beyond the control of LCRA or PURCHASER and that, after the exercise of due diligence to remedy such situation or condition, render LCRA or PURCHASER unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government or agencies of the United States or of the State of Texas, excluding LCRA, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply insofar as each of the foregoing are beyond the reasonable control of the party in question. LCRA shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to PURCHASER due to any force majeure. LCRA shall use reasonable and timely diligence to repair or recondition LCRA's machinery, canals, or dams in the event such machinery, canals or dams are damaged or made unserviceable from any force majeure.

E. NO THIRD-PARTY BENEFICIARY.

The Parties hereto are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the Parties hereto.

F. NO RIGHTS OR TITLE ACQUIRED.

PURCHASER agrees and acknowledges that it acquires by this Contract no rights or title to the water that is the subject of this Contract other than those rights explicitly set forth herein.

G. REPRESENTATIONS AND WARRANTIES.

Each of LCRA and PURCHASER represents and warrants to the other that this Contract has been duly executed by an authorized officer and constitutes a valid and binding Contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

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H. DISPUTE RESOLUTION.

1. Settlement by Mutual Agreement or Mediation.

In the event any dispute, controversy or claim between or among the Parties arises under this Contract or is connected with or related in any way to this Contract or any right, duty or obligation arising hereunder or the relationship of the Parties hereunder (a "Dispute or Controversy"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation, or enforcement of this Contract, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this subsection 1. In the event a Dispute or Controversy arises, any party shall have the right to notify the other party to such Dispute or Controversy that it has elected to implement the procedures set forth in this subsection 1. Within thirty (30) days after delivery of any such notice by one party to the other regarding a Dispute or Controversy, the designated representatives of the Parties shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the Parties' designated representatives for such purpose or should no such meeting take place within such thirty (30) day period, then any party may by notice to the other party, as the case may be, refer the Dispute or Controversy to senior management of the Parties for resolution. Within thirty (30) days after delivery of any such notice by one party to the other referring such Dispute or Controversy to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes or should no such meeting take place within such thirty (30) day period (unless extended by mutual agreement), then any party may by notice to the other party, as the case may be, submit the Dispute or Controversy to non-binding mediation. The Parties shall make a good-faith effort to agree on the appointment of a mediator. If the Parties cannot agree on a mediator within thirty (30) calendar days of delivery of written notice, the Parties shall promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of law relevant to the dispute and has no ongoing business relationship with either party.

2. Choice of Law, Venue, and Waiver of Jury Trial.

This contract shall be governed in all respects by the internal laws of the State of Texas, excluding its rules regarding conflicts of law, and the jurisdiction and venue for any proceeding arising out of or relating to this Contract shall be solely in Travis County, Texas. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3. Emergency Relief.

Notwithstanding the Parties' agreement to arbitrate Dispute and Controversies, either party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Austin, Texas, the federal court for such district, or any state or federal regulatory agency of competent jurisdiction.

4. Survival.

The provisions of this Section IV.H shall survive expiration or earlier termination of this Contract.

I. ACTUAL DAMAGES.

NEITHER PARTY SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR DELAY-RELATED OR PERFORMANCE-RELATED DAMAGES INCLUDING, WITHOUT LIMITATION, LOST EARNINGS OR PROFITS. SUCH LIMITATION ON LIABILITY SHALL APPLY TO ANY CLAIM OR ACTION, WHETHER IT IS BASED IN WHOLE OR IN PART ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, STATUTE OR ANY OTHER THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION IV.I SHALL HAVE NO EFFECT ON THE PARTY'S OBLIGATIONS UNDER SECTION IV.C.

J. AMENDMENT.

This Contract may not be modified or amended except by an instrument in writing signed by authorized representatives of the Parties.

K. BINDING EFFECT.

The terms of this Contract shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

L. COMPLETE CONTRACT.

This Contract, together with all Exhibits attached hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Contract and supersedes all prior contracts, agreements or understandings with respect to the subject matter hereof, both oral or written.

Each party agrees that the other party (and its agents and representatives) has not made, and has not relied upon, any representation, warranty, covenant or agreement relating to the transactions contemplated hereunder other than those expressly set forth herein.

M. COUNTERPARTS.

This Contract may be executed by the Parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

N. FURTHER ASSURANCES.

Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Contract.

O. GOVERNING LAW.

This Contract and the rights and duties of the Parties arising out of this Contract shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof.

P. HEADINGS; TABLE OF CONTENTS.

The headings of the Articles and Sections of this Contract and the Table of Contents are included for convenience only and shall not be deemed to constitute a part of this Contract.

Q. INCORPORATION OF WATER CONTRACT RULES.

PURCHASER acknowledges receipt of LCRA's Water Contract Rules ("Rules"), and further acknowledges that, unless expressly stated otherwise in this Contract, such Rules, as may be amended by the LCRA Board from time to time, are incorporated herein by reference in their entirety and made a part hereof for all purposes.

R. INTERPRETATION AND RELIANCE.

No presumption will apply in favor of any party in the interpretation of this Contract or in the resolution of any ambiguity of any provisions thereof.

S. RELATIONSHIP OF PARTIES.

This Contract and the transactions contemplated hereunder are based upon the active participation of all Parties.

Neither the execution nor delivery of this Contract, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the Parties, except for the contractual arrangements specifically set forth in this Contract. Except as is expressly agreed to in writing in this Contract, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party. Nothing contained in this Contract shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement among LCRA on the one hand and the PURCHASER on the other hand, except for the contractual arrangements specifically set forth herein.

T. SEVERABILITY.

In the event that any provision of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Contract with the view to effecting, to the extent possible, the original purpose and intent of this Contract, and the validity and enforceability of the remaining provisions shall not be affected thereby.

U. NO ADDITIONAL WAIVER IMPLIED.

No waiver or waivers of any breach or default (or any breaches or defaults) of any term, covenant, condition or liability under this Contract, or of performance by the other party of any duty or obligation under this Contract, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

V. SHORT TERM SALES OF FIRM WATER TO THIRD PARTIES.

LCRA and PURCHASER agree that LCRA may market and re-sell any portion of PURCHASER's Reserved Water to third parties on a limited term basis for a management fee and under terms mutually acceptable to LCRA and PURCHASER and in accordance with LCRA Board Policies.

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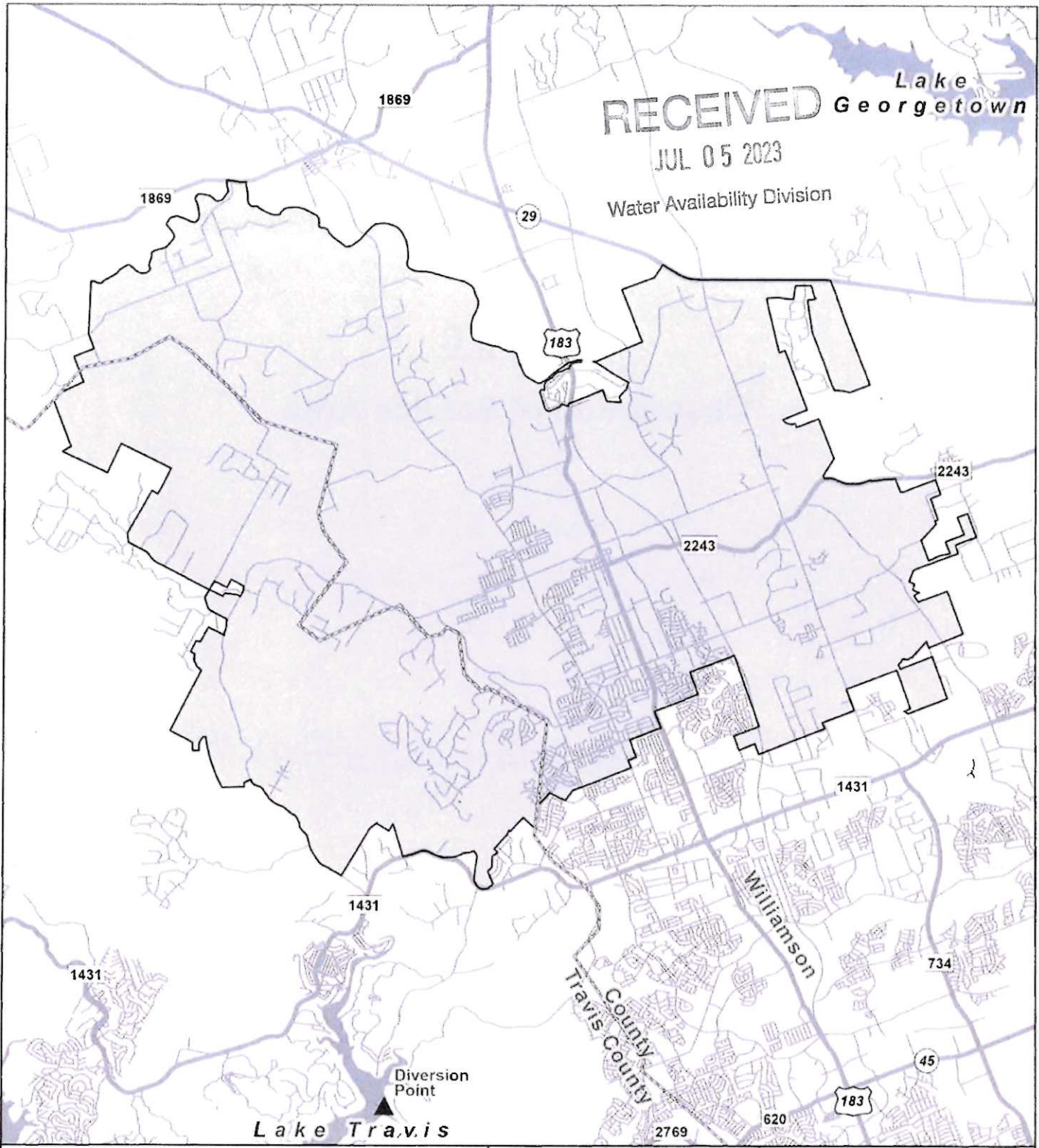
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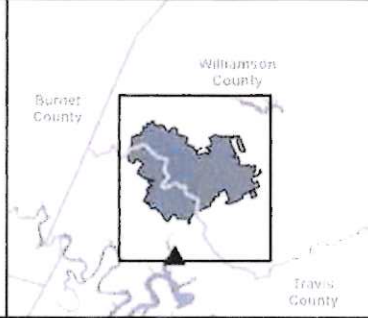
Exhibit B

Description of Point(s) of Availability

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 City of Leander Service Area
 Diversion Point



City of Leander
Firm
Water Contract
Service Area



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Exhibit C

Description of Service Area

TEXAS WATER COMMISSION



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CERTIFICATE OF CONVENIENCE AND NECESSITY

To Provide Water Service Under Chapter 13, Texas Water Code,
and the Rules of the Texas Water Commission

Certificate No. 10302

I. Certificate Holder:

Name: City of Leander
Address: 200 West Willis
Leander, Texas 78641

II. General Description and Location of Service Area:

The City of Leander serves the City of Leander, and surrounding area which is located approximately 20 miles northwest of downtown Austin on U.S. Highway 183 and 8 miles west of Georgetown on Farm to Market Road 2243 and is generally bounded by the South Fork San Gabriel River to the north and Cedar Park to the south in Travis and Williamson Counties.

III. Certificate Maps:

The certificate holder is authorized to provide water service in the area identified on the Commission's official service area map, WRS-227 and WRS-246 maintained in the offices of the Texas Water Commission, 1700 North Congress, Austin, Texas with all attendant privileges and obligations.

This certificate is issued subject to the rules and orders of the Commission, the laws of the State of Texas, conditions contained herein and may be revoked for violations thereof. The certificate is valid until amended or revoked by the Commission.

ISSUED this day of 17th of November, 19 87.

ATTEST:

Karen A. Sullivan Paul Hopkins
For the Commission

STATE OF TEXAS X
 X
COUNTY OF TRAVIS X

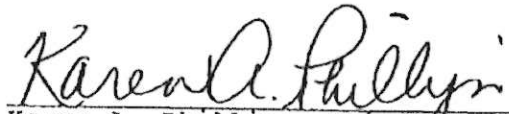
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I, Karen A. Phillips, Chief Clerk of the Texas Water Commission, do hereby certify that the attached and foregoing is a true and correct copy of an Application (No. 6199 & 6580) of the Commission dated November 17, 1987, amending and transferring a water Certificate of Convenience and Necessity to the City of Leander (Certificate No. 10302), the original of which is on file in the office of the Commission.

Given under my hand and the seal of the Texas Water Commission, this the 2nd day of December.



Karen A. Phillips, Chief Clerk
Texas Water Commission



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Texas Commission On Environmental Quality

By These Presents Be It Known To All That

City of Leander

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. 10302

to provide continuous and adequate water utility service to that service area or those service areas in Travis and Williamson Counties as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Application No. 34787-C and 34789-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 Leander 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 JUN 24 2009


For the Commission



Control Number: 45842



Item Number: 21

Addendum StartPage: 0

DOCKET NO. 45842

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APPLICATION OF CITY OF LEANDER §
TO AMEND A WATER CERTIFICATE §
OF CONVENIENCE AND NECESSITY, §
TO DECERTIFY SERVICE AREA §
PORTIONS, AND FOR PARTIAL DUAL §
CERTIFICATION IN WILLIAMSON §
COUNTY §

PUBLIC UTILITY COMMISSION
OF TEXAS

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PUBLIC UTILITY COMMISSION
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NOTICE OF APPROVAL

This Notice addresses the application of the City of Leander to amend certificate of convenience and necessity 10302, to decertify service area portions from its water service area, and to obtain partial dual certification with the City of Georgetown's certificate of convenience and necessity 12369 in Williamson County. Commission Staff recommended approval of the application. The application is approved.

The Commission adopts the following findings of fact and conclusions of law:

I. Findings of Fact

Procedural History

1. On April 11, 2016, Leander filed an application to amend certificate 10302 in Williamson County.
2. On May 25, 2016, Order No. 3 was issued, deeming the application administratively complete, requiring provision of notice by Leander, and establishing a procedural schedule for continued processing.
3. On May 11 and June 27, 2016, Leander filed supplemental application information, providing mapping data for the proposed certificated service area and evidence of agreements with Leander Municipal Utility District's (MUD) 1, 2, and 3 regarding consent to Leander providing retail water services within the MUDs' boundaries.
4. On July 5, 2016, Leander filed evidence of Williamson County MUD 12's written consent to Leander's application.

5. On July 20, 2016, Order No. 4 was issued, finding Leander's notice sufficient and establishing a procedural schedule for further processing.
6. On September 27, 2016, Leander submitted a signed consent form evidencing consent to the proposed map and revised certificate.
7. On November 29, 2016, Commission Staff recommended approval of the application, concluding that Leander meets the applicable statutes and regulations, approving the application as necessary for the service, accommodation, convenience, and safety of the public, and that Leander will be capable of providing continuous and adequate service.
8. On December 13, 2016, Leander and Commission Staff filed a joint proposed notice of approval and motion to admit evidence.

Notice

9. The Commission caused notice of this application to be published in the *Texas Register* on April 29, 2016.
10. Notice was provided by publication in the *Hill Country News* on June 9 and 16, 2016.
11. A publisher's affidavit, dated June 16, 2016 and signed by Ashley Sava, an authorized representative of the *Hill Country News*, attests to published notice.
12. Leander mailed notice of the application to neighboring systems, landowners, and cities and to neighboring utilities and affected parties on June 23, 2016.
13. On June 27, 2016, Leander filed affidavits providing proof that landowners and other entities were provided notice of the application on June 23, 2016.

Evidentiary Record

14. On December 14, 2016, Order No. 6 was issued, admitting evidence into the record of this proceeding.

Description of the Amendment

15. The total proposed service area requested to be included in this application comprises approximately 2,524 acres, no current customers, and no Leander infrastructure. The proposed service area to be released by Leander consists of 541 acres in Williamson County known as the Garey Ranch Tract.

16. The proposed service area to be added to Leander is located approximately three miles east of downtown Leander and is generally bounded on the north by TX 29; on the east by Old Creekside Road; on the south by the San Gabriel River; and on the west by CR 266. The proposed utility service area to be released by Leander is located approximately four miles east of downtown Leander and is generally bounded on the north by the San Gabriel River; on the east by Escalera Parkway and VP Ranch Road; on the south by FM 2243; and on the west by Ronald Reagan Boulevard.

Informal Disposition

17. More than 15 days have passed since completion of the notice provided in this docket.
18. There were no protests or hearing requests filed in response to the public notices. No issues of fact or law were disputed by any party; therefore, no hearing was necessary.
19. Leander and Commission Staff are the only parties to the proceeding.
20. The map and certificate referenced in finding of fact 6 are attached to this Notice.

II. Conclusions of Law

1. The Commission has jurisdiction and authority over this docket under Texas Water Code §§ 13.242- 13.250¹ and 16 Texas Administrative Code (TAC) §§ 24.101-.107.
2. Leander is a Texas municipality and a retail public utility as defined in TWC § 13.002(19) and 16 TAC § 24.3(58).
3. Leander provided public notice of the application in compliance with TWC § 13.246 and with 16 TAC § 24.106.
4. After considering the relevant factors in TWC § 13.246(c), Leander has demonstrated adequate financial, managerial, and technical capability for providing continuous and adequate service to the requested area and its current service area.
5. Leander has demonstrated that the application meets the requirements set forth in TWC §§ 13.242-.250 and 16 TAC §§ 24.101-.102 to be granted an amendment to certificate 10302.

¹ Tex. Water Code Ann. §§ 13.242- 13.250 (West 2008 and Supp. 2016) (TWC).

6. Leander has demonstrated that an amendment of its water certificate 10302 is necessary for the service, accommodation, convenience, or safety of the public, as required in TWC § 13.246(b) and 16 TAC § 24.102(c).
7. Under TWC § 13.257(r) and 16 TAC § 24.106(f), Leander is required to record a certified copy of the approved certificate and map, along with a boundary description of the service area, in the real property records of each county in which the service area or a portion of the service area is located, and submit to the Commission evidence of the recording.
8. The requirements for informal disposition under 16 TAC § 22.35 have been met in this proceeding.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders:

1. Leander's application is approved.
2. Leander's certificate 10302 is amended to reflect the addition of approximately 2,524 acres into its service area and the release of 541 acres from its service area in Williamson County.
3. Leander shall serve every customer and applicant for service within the approved area under certificate 10302 that request water service and meet the terms of Leander's regulations to receive water service and such service shall be continuous and adequate.
4. Leander shall comply with the recording requirements in TWC § 13.257(r) for the area in Williamson County affected by the application and submit to the Commission evidence of the recording no later than 31 days after receipt of this notice.
5. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted herein, are denied.

SIGNED AT AUSTIN, TEXAS the 1st day of December 2016.

PUBLIC UTILITY COMMISSION OF TEXAS



IRENE MONTELONGO
DIRECTOR, DOCKET MANAGEMENT

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Water Availability Division



Public Utility Commission of Texas

By These Presents Be It Known To All That

City of Leander

having obtained 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, the City of Leander is entitled to this

Certificate of Convenience and Necessity No. 10302

to provide continuous and adequate water utility service to that service area or those service areas in Williamson County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 45842 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 the City of Leander, 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 21st day of December 2016.

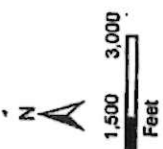
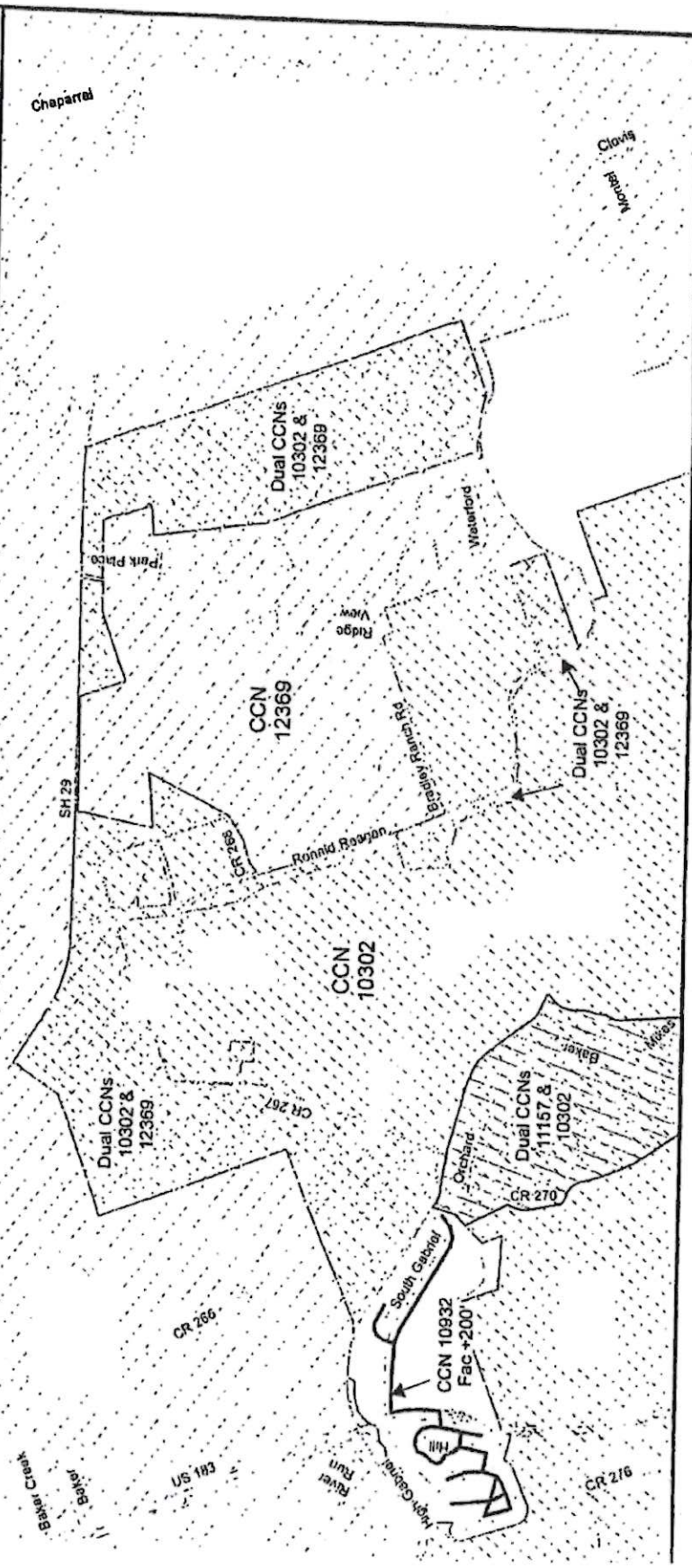
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Water Availability Division

City of Leander
 Portion of Water Service Area
 CCN No. 10302
 PUC Docket No. 45842
 Amended CCN No. 10302 and Obtained Dual Certification with
 City of Georgetown, CCN No. 12369 in Williamson County



Map by Krsty Nguyen
 Data created September 8, 2018
 Project Path: n:\Final Maps\45842.mxd

- Water CCN Service Areas**
- 10302 - City of Leander
 - 12369 - City of Georgetown
 - 11157 - Aqua Texas Inc
- Water Facility CCN**
- 10932 - High Gabriel WSC - Facilities +200'



State Utility Commission of Texas
 11 N. Congress Ave
 Austin, TX 78701

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Water Availability Division



Control Number: 45843



Item Number: 32

Addendum StartPage: 0

DOCKET NO. 45843

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APPLICATION OF CITY OF LEANDER §
TO AMEND A WATER CERTIFICATE §
OF CONVENIENCE AND NECESSITY §
AND FOR PARTIAL DUAL §
CERTIFICATION IN WILLIAMSON §
COUNTY (RANCHO SIENNA) §

PUBLIC UTILITY COMMISSION
PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS

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Water Availability Division

NOTICE OF APPROVAL

This Notice addresses the application of the City of Leander to amend certificate of convenience and necessity 10302 and to obtain partial dual certification with the City of Georgetown's certificate of convenience and necessity 12369 in Williamson County. Commission Staff recommended approval of the application. The application is approved.

The Commission adopts the following findings of fact and conclusions of law:

I. Findings of Fact

Procedural History

1. On April 11, 2016, Leander filed an application to amend certificate 10302 in Williamson County.
2. On May 25, 2016, Order No. 3 was issued, deeming the application administratively complete, requiring provision of notice by Leander, and establishing a procedural schedule for continued processing.
3. On June 27, 2016, Leander filed supplemental application information, providing mapping data for the proposed certificated service area.
4. On July 5, 2016, Leander filed evidence of Williamson County Municipal Utility District's written consent to Leander's application.
5. On July 7, 2016, Order No. 4 was issued, finding Leander's notice sufficient and establishing a procedural schedule for further processing.
6. On September 27, 2016, Leander submitted a signed consent form evidencing consent to the proposed map and revised certificate prepared by Commission Staff.

32

7. On October 4, 2016, Commission Staff recommended approval of the application, concluding that Leander meets the applicable statutes and regulations, approving the application is necessary for the service, accommodation, convenience, and safety of the public, and that Leander will be capable of providing continuous and adequate service.
8. On October 12, 2016, Leander and Commission Staff filed a joint proposed notice of approval and motion to admit evidence.
9. On December 22, 2016, Leander requested abatement of this proceeding, for good cause, so that Leander, Chisolm Trail Special Utility District, and the City of Georgetown could conduct and conclude discussions regarding the eventual transition of retail water utility customers to Leander following approval of the application. Commission Staff did not oppose Leander's request.
10. On January 3, 2017, Order No. 5 was issued, granting Leander's request, abating the proceeding, and establishing a deadline for Leander to file either (a) a report regarding the status of discussions, or (b) a request that the docket be unabated and proceed to final resolution.
11. From January 18, 2017 through April 25, 2017, Leander requested and was granted further abatements in order to conclude discussions regarding the eventual transition of retail water utility customers to Leander following approval of the application.
12. On April 25, 2017, the City of Leander filed a request to unabate the docket in order to proceed to final resolution.
13. On April 28, 2017, Order No. 11 was issued, unabating the docket to proceed to final resolution.

Notice

14. The Commission caused notice of the application to be published in the *Texas Register* on April 29, 2016.
15. Notice was provided by publication in the *Hill Country News* on June 9 and 16, 2016.
16. A publisher's affidavit, dated June 16, 2016 and signed by Ashley Sava, an authorized representative of the *Hill Country News*, attests to published notice.

17. Leander mailed notice of the application to neighboring systems, landowners, and cities and to neighboring utilities and affected parties on June 23 and July 1, 2016.
18. On June 27 and July 5, 2016, Leander filed affidavits providing proof that landowners and other entities received notice of the application on June 24 and July 5, 2016.

Evidentiary Record

19. On April 28, 2017, Order No. 12 was issued, admitting evidence into the record of this proceeding.

Description of the Amendment

20. The total proposed service area requested in this application comprises approximately 610 acres, no current customers, and no Leander infrastructure.
21. The proposed water service area is located approximately four miles east of downtown Leander and is generally bounded on the north by TX 29, on the east by Ridge View and Park Place Drive, on the south by Bradley Ranch Road, and on the west by Ronald Reagan Boulevard.

Informal Disposition

22. More than 15 days have passed since completion of the notice provided in this docket.
23. There were no protests or hearing requests filed in response to the public notices. No issues of fact or law were disputed by any party; therefore, no hearing was necessary.
24. Leander and Commission Staff are the only parties to the proceeding.
25. The map and certificate are attached to this Notice.

II. Conclusions of Law

1. The Commission has jurisdiction and authority over this docket under Texas Water Code §§ 13.242- 13.250¹ and 16 Texas Administrative Code (TAC) §§ 24.101-.107.
2. Leander is a Texas municipality and a retail public utility as defined in TWC § 13.002(19) and 16 TAC § 24.3(58).

¹ Tex. Water Code Ann. §§ 13.242- 13.250 (West 2008 and Supp. 2016) (TWC).

3. Leander provided public notice of the application in compliance with TWC § 13.246 and with 16 TAC § 24.106.
4. After considering the relevant factors in TWC § 13.246(c), Leander has demonstrated adequate financial, managerial, and technical capability for providing continuous and adequate service to the requested area and its current service area.
5. Leander has demonstrated that the application meets the requirements set forth in TWC §§ 13.242-.250 and 16 TAC §§ 24.101-.102 to be granted an amendment to its CCN.
6. Leander has demonstrated that an amendment of its water certificate 10302 is necessary for the service, accommodation, convenience, or safety of the public, as required in TWC § 13.246(b) and 16 TAC § 24.102(c).
7. Under TWC § 13.257(r) and 16 TAC § 24.106(f), Leander is required to record a certified copy of the approved certificate and map, along with a boundary description of the service area, in the real property records of each county in which the service area or a portion of the service area is located, and submit to the Commission evidence of the recording.
8. The requirements for informal disposition under 16 TAC § 22.35 have been met in this proceeding.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders:

1. Leander's application is approved.
2. Leander's certificate 10302 is amended to reflect the addition of approximately 610 acres into its service area in Williamson County.
3. Leander shall serve every customer and applicant for service within the approved area under certificate 10302 that request water service and meet the terms of Leander's regulations to receive water service and such service shall be continuous and adequate.
4. Leander shall comply with the recording requirements in TWC § 13.257(r) for the area in Williamson County affected by the application and submit to the Commission evidence of the recording no later than 31 days after receipt of this notice.

5. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or specific relief, if not expressly granted herein, are denied.

SIGNED AT AUSTIN, TEXAS the 1st day of May 2017.

PUBLIC UTILITY COMMISSION OF TEXAS



**IRENE MONTELONGO
DIRECTOR, DOCKET MANAGEMENT**

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Public Utility Commission of Texas

By These Presents Be It Known To All That
City of Leander

having obtained 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, City of Leander, is entitled to this:

Certificate of Convenience and Necessity No. 10302

to provide continuous and adequate water utility service to that service area or those service areas in Williamson County as by final Order or Orders duly entered by this Commission, which Order or Orders resulting from Docket No. 45843 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 the City of Leander 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 1st day of May 2017.

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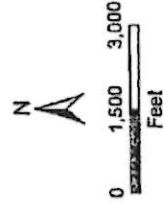
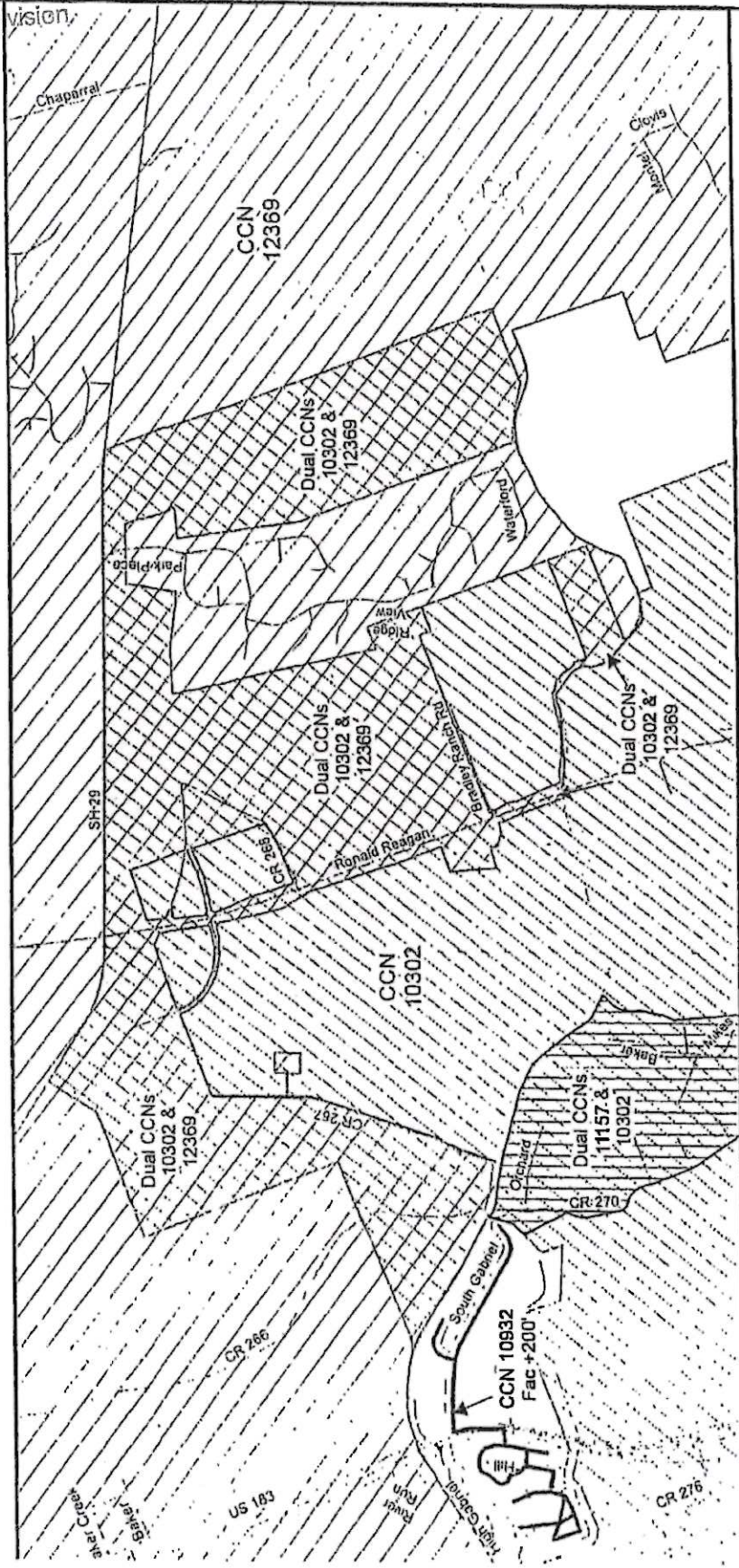
Water Availability Division

City of Leander
Portion of Water Service Area
CCN No. 10302
PUC Docket No. 45843
Amended CCN No. 10302 and Obtained Dual Certification with
City of Georgetown, CCN No. 12369 in Williamson County

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Map by: Krisly Nguyen
Date created: September 8, 2018
Project Path: n:\Final Maps\45843.mxd

- Water CCN Service Areas**
 - 10302 - City of Leander
 - 12369 - City of Georgetown
 - 11157 - Aqua Texas Inc
- Water Facility CCN**
 - 10932 - High Gabriel WSC - Facilities +200'



Utility Commission of Texas
N. Congress Ave
1 TX 78701

Exhibit D

Depiction of Service Area

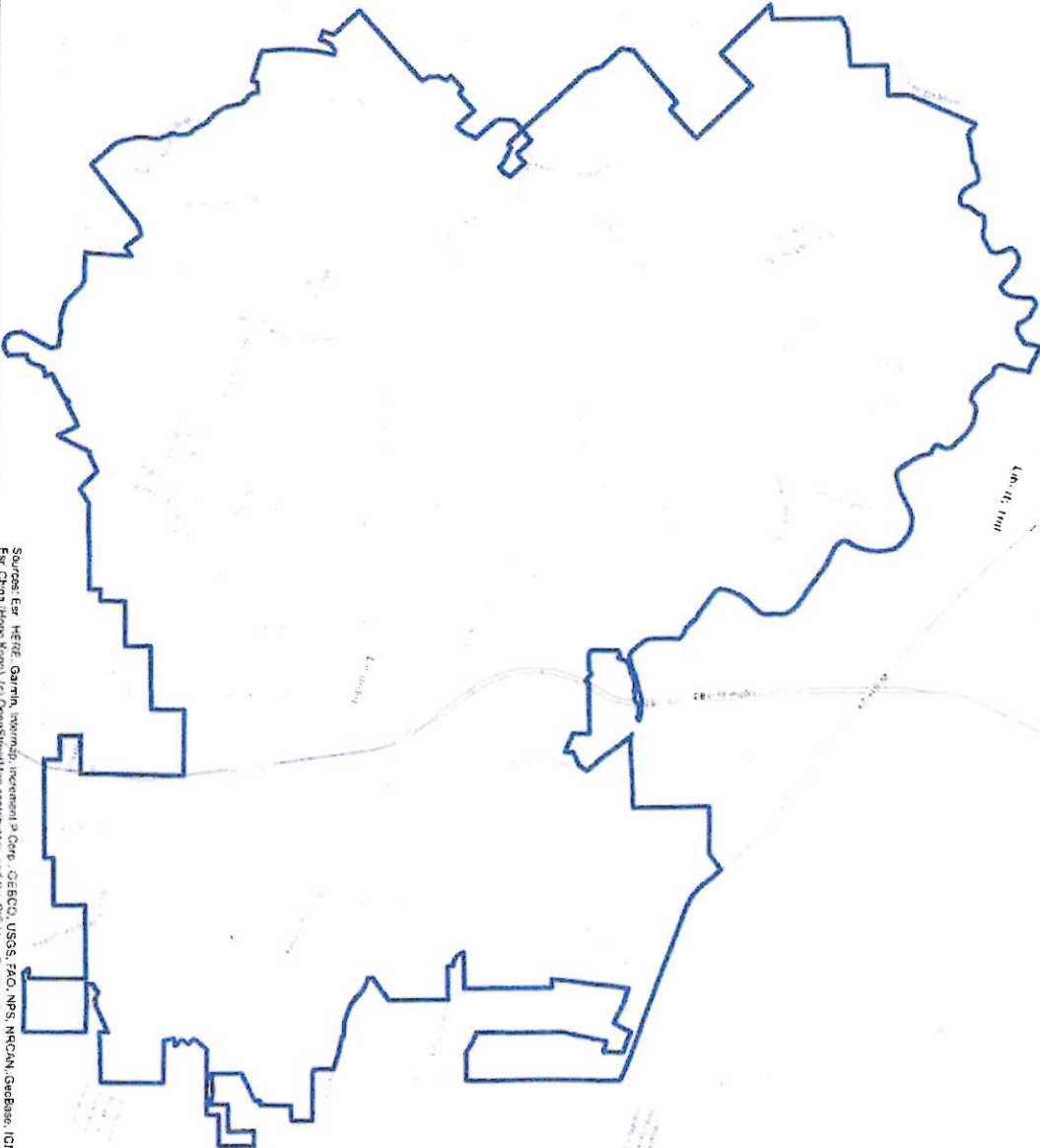
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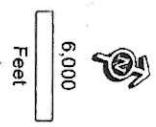
Water Availability Division

This report has been produced by the City of Leander. It is intended for informational purposes only. The City of Leander does not warrant the accuracy of the information contained herein. The City of Leander is not responsible for any errors or omissions in this report. The City of Leander is not liable for any damages, including consequential damages, arising from the use of this report.



City of Leander - Water CCN 10302
Service Area: 48,697 Acres

Water Availability Division



Sources: Esri, HERE, Garmin, Swire, Intermap, iDB, GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swire, Intermap, iDB, GEBCO, USGS, FAO, NPS, NRCAN, GeBCO, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong)

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Exhibit E and F
Water Conservation Plan
and
Drought Contingency Plan

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Water Availability Division

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 21-020-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING CHAPTER 13, ARTICLE 13.09, WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN OF THE LEANDER CODE OF ORDINANCES TO REVISE DROUGHT CONTINGENCY REGULATIONS; PROVIDING FOR ENFORCEMENT AND ESTABLISHING A PENALTY; SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, water is a scarce resource and the City of Leander, Texas (the "City") desires to continue to implement water conservation measures to help ensure adequate water supply for the current and future population of the City;

WHEREAS, the review and update of water conservation and drought contingency regulations is reasonable and necessary for the public health, safety, and welfare;

WHEREAS, as part of the overall goal to expand, protect and develop both existing and future water resources, the City undertook to review its water conservation and drought contingency measures to implement or maintain its aggressive approach to water conservation efforts;

WHEREAS, the preservation and improvement of the natural environment and maintenance of a working ecological balance are of increasing concern;

WHEREAS, City continues to experience frequent droughts and periodic shortages of adequate water supply; therefore, it is the purpose of this amendment to continue to enforce the more efficient use of routine, individual, and daily restrictions, as well as larger scale, commercial restrictions, on the use of varied quantities of water;

WHEREAS, the City Council, at a public meeting, has had the opportunity to accept public comment regarding the updated water conservation and drought contingency regulations and finds it prudent to approve the revised and updated provisions;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas. The City Council hereby further finds and determines that the provisions of this ordinance are reasonable and necessary to protect the public health, safety and welfare.

Section 2. Amendment of Art. 13.09. Chapter 13, Article 13.09 Water Conservation

and Drought Contingency Plan of the Leander Code of Ordinances provided in Exhibit A to this ordinance is hereby amended to update and enhance the City's regulations to conserve the available water supply, protect the integrity of water supply facilities with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and to minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions.

Section 3. Savings Clause. All rights and remedies of the City of Leander are expressly reserved as to any and all violations of the provisions of any ordinances affecting water conservation or the subject of this Ordinance within the City which have accrued at the time of the effective date of this ordinance, and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 4. Amendment of Ordinances. Chapter 13, Article 13.09, Leander Code of Ordinances is hereby amended as provided herein. All provisions of the Leander Code of Ordinances inconsistent with or in conflict with this ordinance are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 5. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt 551, Tex. Gov't. Code.*

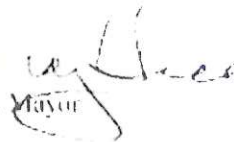
PASSED AND APPROVED on this 18 day of March 2021

Attest:

THE CITY OF LEANDER, TEXAS


Dara Crabtree, City Secretary




Mayor

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Water Availability Division

EXHIBIT A

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

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ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

Sec. 13.09.001 Declaration of policy, purpose and intent

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities with particular regard for domestic water use, sanitation, and fire protection and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water ("the plan")
- (b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 13.09.014 of this article

Sec. 13.09.002 Public Involvement

The public may have an opportunity to provide input on preparation of the plan at a regularly scheduled public meeting of the City

Sec. 13.09.003 Public Education

The City will periodically provide the public with information about the plan including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by but is not limited to, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication

Sec. 13.09.004 Coordination with regional water planning groups

The service area of the City is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the City has given this plan to the Lower Colorado River Authority, and the Brazos River Authority

Sec. 13.09.005 Authority to implement response measures

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer

Sec. 13.09.006 Notice of implementation of mandatory provisions

The City shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan

Sec. 13.09.007 Applicability

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations,

partnerships, associations and all other legal entities. The provisions of this article do not apply to: (i) persons who use water from private wells, (ii) or persons who otherwise use water from a source other than the City's water utility system

Sec. 13.09.008 Definitions

- (a) For the purposes of this plan, the following definitions shall apply:
- (1) **BRA**. The Brazos River Authority or successor agency.
 - (2) **Conservation**. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.
 - (3) **Customer**. Any person, company or organization using water supplied by the city.
 - (4) **Domestic water use**. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.
 - (5) **Industrial water use**. The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.
 - (6) **Landscape irrigation**. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians.
 - (7) **LCRA**. The Lower Colorado River Authority, or successor agency.
 - (8) **Nonessential water use**. Water uses that are neither essential nor required for the protection of public health, safety and welfare, including, but not limited to:
 - (A) Landscape irrigation, except as otherwise provided under this article;
 - (B) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
 - (C) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
 - (D) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
 - (E) Flushing gutters or permitting water to run or accumulate in any gutter or street;
 - (F) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, ornamental ponds, Jacuzzi-type pools, or similar;
 - (G) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life;
 - (H) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
 - (I) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting.
 - (9) **System**. The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks.
 - (10) **TAC**. Texas Administrative Code.
 - (11) **TCEQ**. Texas Commission on Environmental Quality.

Sec. 13.09.009 Initiation and termination of water conservation and drought response phases

- (a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The base water conservation plan, outlined in Phase 1, shall be in force at all times unless subsequent Phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the

peak daily demands on the system

- (b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare
- (c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits
- (d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

Sec. 13.09.010 Conservation Phase 1 – Base Conditions

- (a) Water Use Requirements: Phase 1 base conditions will be in effect year-round
 - (1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The City shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ
- (b) City Actions: To manage supply, the City will
 - (1) Continually review system operations identify ways to improve system efficiency and accountability, and actively promote water conservation
 - (2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation
 - (3) Establish mechanisms to remind water customers to practice water conservation year-round
- (c) Customer Actions: Under threat of penalty for violation, the following conditions shall apply to all retail water customers.
 - (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot
 - (2) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the City
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday and/or Friday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday and/or Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday and/or Sunday.
 - (3) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the city
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday
 - (4) Landscape irrigation by way of automatic systems or hose-end sprinklers is not allowed on Monday.
 - (5) Landscape irrigation by way of automatic systems or hose-end sprinklers is limited to the hours from 12 a.m. (midnight) to 10 a.m. and from 7 p.m. to 12 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days as determined by the City

- (6) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose, soaker hose, or drip irrigation system.
 - (B) At a commercial plant nursery
 - (C) During the testing of new irrigation system installation or existing irrigation system repair
- (7) Requests for one-time exceptions to Phase 1 landscape irrigation limits would be considered by the City on a case-by-case basis and may be granted for up to 21 days for new lawn installations.

Sec. 13.09.011 Conservation Phase 2 – Water Use Reduction

- (a) Triggers: Customers shall adhere to Phase 2 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days;
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with LCRA requirements, which are subject to change.
 - (4) The city manager or city manager's designee determines that Phase 2 response measures are necessary to protect public health, safety, and welfare
- (b) Demand Reduction Target: Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) City Actions: To manage supply, the City will:
 - (1) Discontinue water main and line flushing unless necessary for public health reasons
 - (2) Visually inspect lines on a regular basis and repair leaks
 - (3) Suspend hydrant testing.
 - (4) Suspend use of potable water for the following City operations:
 - (A) Vehicle washing
 - (B) Street cleaning
 - (C) Landscape irrigation in City parks except by hand-held hose or drip irrigation. The City may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records.
 - (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs
- (d) Customer Actions: Under threat of penalty for violation, the following Phase 2 response measures shall apply to all retail water customers:
 - (1) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in Section 13.09.010(c)(5), as determined by the City:
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Friday.
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday.
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Sunday.
 - (2) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in Section 13.09.010(c)(5), as determined by the City:
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday.
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday
 - (3) Landscape irrigation limits do not apply if the irrigation is performed:

- (A) By means of a hand-held hose, soaker hose, or drip irrigation system
- (B) At a commercial plant nursery.
- (C) During the testing of new irrigation system installation or existing irrigation system repair
- (4) Other nonessential water uses are prohibited except under the following circumstances:
 - (A) Use of water from hydrants or flush valves for construction purposes
 - (B) The addition of water to a pool or splash pad where necessary to maintain the water purification system in service or to maintain structural integrity of the pool
 - (C) The washing of vehicles or boats at a commercial car wash facility, or as part of a charity or fundraising event held on a commercial property during the property's designated watering day as defined in part (d) of this section
- (e) Wholesale: The City will keep wholesale treated water customers informed about demand and current and projected supply conditions. The City will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.
- (f) Termination: Phase 2 may be rescinded when one or more of the following occurs:
 - (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for 5 consecutive days.
 - (2) LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of Phase 2, the City publicly announces to its customers the end of Phase 2 and return to Phase 1 conditions.

Sec. 13.09.012 Conservation Phase 3 – Water Emergency

- (a) Triggers: Customers shall adhere to Phase 3 conditions when one or more of the following occurs:
 - (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for (3) consecutive days
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of key pump stations for three consecutive days.
 - (3) LCRA general manager or board declares a water emergency
 - (4) The city manager or city manager's designee determines that Phase 3 response measures are necessary to protect public health, safety, and welfare
- (b) Demand Reduction Target: Phase 3 response measures are designed to achieve a 50% reduction in water use.
- (c) City Actions: To manage supply, the City will in addition to Phase 2 response measures:
 - (1) Discontinue water main and line flushing unless necessary for public health, safety, and welfare
 - (2) Explore additional emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase
 - (3) Increase efforts to inform the public on water conservation strategies;
 - (4) Increase the detection and repair of water leaks in the distribution system.
 - (5) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers.
- (d) Customer Actions: Under threat of penalty for violation Phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers.
 - (1) Landscape irrigation is prohibited except by means of a hand-held hose
 - (2) Industrial water uses are prohibited **except** for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare
- (e) Wholesale: The City will contact its wholesale treated water customers to initiate mandatory

measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan.

- (f) Terminations. Phase 3 may be rescinded when one or more of the following occurs:
- (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The LCRA announces that mandatory restrictions by its firm raw water customers are no longer required.
 - (3) The city manager or city manager's designee determines that Phase 3 response measures are no longer necessary to protect public health, safety, and welfare, or
 - (4) Upon termination of Phase 3, the City publicly announces to its customers the end of Phase 3 and return to Phase 2 conditions.

Sec. 13.09.013 Conservation Phase 4 – Water System Failure

- (a) Triggers. Customers shall adhere to the Phase 4 response measures when one or a combination of the following occurs:
- (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service;
 - (2) Natural or man-made contamination of the water supply source;
 - (3) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee;
 - (4) The city manager or city manager's designee determines that Phase 4 response measures are necessary to protect public health, safety, and welfare.
- (b) Demand Reduction Target. Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity.
- (c) City Actions. To manage supply, the City will:
- (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem.
 - (2) Issue applicable public notifications and messaging as to the water system or source failure.
 - (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area.
 - (4) Read meters as often as needed to ensure program compliance for the benefit of all customers.
 - (5) Minimize flushing for dead-end mains.
 - (6) Cease allowance or approval of applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities unless project is deemed necessary to resolve the water system failure.
 - (7) Operate the distribution system according to applicable regulations.
 - (8) Initiate emergency interconnects or alternative supply arrangements.
- (d) Customer Actions. Under threat of penalty for violation, Phase 3 response measures, along with the following measures which may supersede, shall apply to all retail water customers:
- (1) Use of water is restricted as deemed necessary to meet the emergency.
- (e) Wholesale. The City will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. This may include ceasing water supply to the wholesale water customer.
- (f) Termination. Phase 4 may be rescinded when one or more of the following occurs:
- (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days.
 - (2) The city manager or city manager's designee determines that Phase 4 response measures are no longer necessary to protect public health, safety, and welfare.

- (3) Upon termination of Phase 4, the City publicly announces to its customers the end of Phase 4 and return to Phase 3 conditions.

Sec. 13.09.014 Enforcement; penalty: termination of water service

(a) Compliance: No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response phase in effect at the time pursuant to action taken by the city manager or his/her designee, in accordance with provisions of this plan.

(b) Administrative violation procedures

- (1) Penalties: Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following.

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

- (2) Notice of first offense: If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed to the alleged offender's utility billing address.
- (3) Notice of second and/or subsequent offense: If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense [will be mailed] containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.
- (4) Appeal of administrative offense
- (A) An alleged offender may appeal an administrative offense as set forth in this article. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the City will refund administrative fees paid by the alleged offender.
- (B) At the city manager's or city manager designee's discretion, an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent City staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager along with any or [other] supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.
- (C) Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or city manager's designee. Within 15 business days of the receipt of such request, the city manager or city manager's designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bears the burden of proof to show by a

preponderance of the evidence why he or she should not be held in violation or assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.

- (D) An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or city manager's designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.
- (E) Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the city manager or city manager's designee within five working days of the scheduled date of the appeal. Failure to do so or to attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.
- (5) Notices: All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.
- (c) Enforcement as criminal violation: Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection [(1)] below.
- (1) Criminal penalty: Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.
- (d) Termination of water service, reconnection charge: The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.
- (1) Emergency termination: If an officer charged with enforcement of this article determines that a violation of this article constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The city manager shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated this article, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing in compliance with TAC, title 30, section 291.88(b), by personal delivery or posting notice of the hearing on or near the front door of each building on the property, or at the Property Manager's door if available. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.
- (2) Non-emergency termination: An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of wastewater [water] service to

the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to comply with TAC, title 30, section 291.88(a). If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the city manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days before the hearing date. Notices required by this subsection shall be delivered to the responsible party by in-person service, [or] by letter addressed to the responsible party at his/her post office address.

- (3) Determination at hearing; appeals: If the city manager determines at a hearing held under subsection (1) or (2) above that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party. If it is determined that the responsible party violated this article, as appropriate, water service shall not be reconnected until the responsible party remedies the violation of this article and pays all required reconnection fees. The city manager's decision may be appealed to the city council in writing within ten days of the city manager's decision.
- (e) Responsibility for violation:
- (1) For purposes of this article, the person or customer in whose name the utility billing office last billed or who is receiving the economic benefit of the water supply is presumed to have knowingly made, caused, used or permitted the use of water received from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article and proof that the violation occurred on the person's or customer's property shall constitute a rebuttal presumption that the person or customer committed the violation.
 - (2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation, committed by a child, occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this article and that the parent could not have reasonably known of the violation.
 - (3) A person commits an offense if the person performs an act prohibited by this article or fails to perform an act required by this article. Each instance of a violation of this article is a separate offense.
 - (4) Proof of a culpable mental state is not required for a conviction of an offense under this article.
 - (5) If a person is convicted for three or more violations of this article within a 12-month period, water service may be disconnected or restricted.
 - (6) During Phases 3 or 4, the City reserves the right to perform an emergency disconnection for violations of nonessential water uses, regardless of previous violations.
 - (7) The city's authority to seek injunctive or other civil relief available under the law is not limited by this article.

Sec. 13.09.015 Variances

- (a) The city manager or city manager's designee may grant variances:
- (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
 - (2) Allowing the use of alternative water sources (i.e., groundwater, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be

submitted to staff and need not meet the requirements of subsection [(b)] below.

- (b) The city manager or city manager's designee may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use
- (c) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the city within five (5) working days after the plan or a particular drought response phase has been invoked. All petitions for variances shall be reviewed by the city manager or city manager's designee, and shall include the following:
 - (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with the plan.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and compliance date, and
 - (8) Other pertinent information
- (d) Variances granted by the city shall be subject to the following conditions, unless waived or modified by the city manager or city manager's designee:
 - (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the specific provision of the plan from which the petitioner requested relief is no longer in effect or prior to expiration if, the petitioner has failed to meet specified requirements
- (e) No variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance

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CHAPTER 13 UTILITIES

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN⁴

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.001 Declaration of policy, purpose and intent

(a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of extreme drought, periods of abnormally high water usage, system contamination, or extended reduction in ability to supply water due to equipment failure, water supply shortage or other water supply emergency conditions, the city hereby adopts the following regulations and restrictions on the delivery and consumption of water ("the plan")

(b) Water uses regulated or prohibited under this article are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 13.09.014 of this article.

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.002 Public involvement

The public may have an opportunity to provide input on preparation of the plan at a regularly scheduled public meeting of the city

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.003 Public education

The city will periodically provide the public with information about the plan, including information about the conditions under which each phase of the plan is to be initiated or terminated and the drought response measures to be implemented in each phase. This information may be provided by, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, or other similar methods of mass communication

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.004 Coordination with regional water planning groups

The service area of the city is located within Regional Water Planning Group (RWPG) G, Brazos River Authority, and the city has given this plan to the Lower Colorado River Authority, and the Brazos River Authority

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.005 Authority to implement response measures

In the event of unusual operational events, catastrophic occurrences, severe weather events, or other public emergencies, the city manager or city manager's designee may implement mandatory water restrictions in addition to those set out in this article. The city manager or city manager's designee is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or city manager's designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the city manager, the city manager's primary designee is the public works director and the alternate designee is the city engineer

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.006 Notice of implementation of mandatory provisions

The city shall notify the executive director of the state commission on environmental quality and the LCRA general manager in writing within five (5) business days of the implementation of any mandatory provisions of the drought contingency plan

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.007 Applicability

The provisions of this plan shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations and all other legal entities. The provisions of this article do not apply to

- (1) Persons who use water from private wells, or
- (2) Persons who otherwise use water from a source other than the city's water utility system

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

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Sec. 13.09.008 Definitions

For the purposes of this plan, the following definitions shall apply

BRA The Brazos River Authority or successor agency

Conservation Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

Customer Any person, company or organization using water supplied by the city

Domestic water use Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution

Industrial water use The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric

Landscape irrigation Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, rights-of-way, and medians

LCRA The Lower Colorado River Authority, or successor agency

Nonessential water use Water uses that are neither essential nor required for the protection of public health, safety, and welfare, including, but not limited to:

- (1) Landscape irrigation, except as otherwise provided under this article,
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle,
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas,
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection,
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street,
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, ornamental ponds, Jacuzzi-type pools, or similar,
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes such as fountains, reflecting pools, and water gardens except where necessary to support aquatic life,
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants or flush valves for construction purposes or any other purposes other than firefighting

System The combination of components of the water supply network that carry, store, or move potable water from a centralized treatment plant to water customers. Components include but are not limited to transmission lines, pumps, ground and elevated storage tanks

TAC Texas Administrative Code

TCEQ Texas Commission on Environmental Quality

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.009 Initiation and termination of water conservation and drought response phases

(a) The city manager or city manager's designee shall monitor the water supply and/or demand conditions on a daily basis and determine when conditions warrant initiation or termination of each phase of the plan. The base water conservation plan, outlined in phase 1, shall be in force at all times unless subsequent phases are enacted. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

(b) The city manager or city manager's designee shall implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare.

(c) The triggering criteria described below are based on information provided by LCRA and BRA; and are further based on known system capacity limits.

(d) Public notification of the initiation or termination of water conservation and drought response phases shall be by one or more combination of methods which may include, but is not limited to, media releases, bill inserts, website announcements, digital platform messages, automated telephone calls, and signs posted at service area entry points.

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.010 Conservation phase 1 - base conditions

(a) Water use requirements Phase 1 base conditions will be in effect year-round

(1) Notice(s) will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. The city shall keep a copy of the current public announcement on water conservation awareness on file and available for inspection by TCEQ.

(b) City actions To manage supply, the city will:

(1) Continually review system operations, identify ways to improve system efficiency and accountability, and actively promote water conservation.

(2) Request water customers to voluntarily limit and reduce the use of water for nonessential purposes and to practice water conservation.

- (3) Establish mechanisms to remind water customers to practice water conservation year-round
- (c) **Customer actions** Under threat of penalty for violation, the following conditions shall apply to all retail water customers:
- (1) It is unlawful for any customer to waste water through use that serves no practical purpose. Such water waste includes the failure to repair a leak, either inside or outside a home, building, or facility, within a reasonable time, not to exceed 60 days from the date that a notice was provided about the leak resulting in water runoff or accumulation in a street, gutter, or parking lot.
 - (2) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a twice-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the city.
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday and/or Friday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday and/or Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday and/or Sunday
 - (3) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in part (5) of this section, as determined by the city.
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday
 - (4) Landscape irrigation by way of automatic systems or hose-end sprinklers is not allowed on Monday
 - (5) Landscape irrigation by way of automatic systems or hose-end sprinklers is limited to the hours from 12:00 a.m. (midnight) to 10:00 a.m. and from 7:00 p.m. to 12:00 a.m. (midnight), in accordance with the applicable watering schedules and designated watering days as determined by the city.
 - (6) Landscape irrigation limits do not apply if the irrigation is performed:
 - (A) By means of a hand-held hose, soaker hose, or drip irrigation system
 - (B) At a commercial plant nursery
 - (C) During the testing of new irrigation system installation or existing irrigation system repair
 - (7) Requests for one-time exceptions to phase 1 landscape irrigation limits would be considered by the city on a case-by-case basis and may be granted for up to 21 days for new lawn installations.

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.011 Conservation phase 2 - water use reduction

- (a) **Triggers** Customers shall adhere to phase 2 conditions when one or more of the following occurs:
- (1) Total daily water demand equals or exceeds 90% of the total operation system treatment capacity for 3 consecutive days.
 - (2) Total daily water demand equals or exceeds 90% of the firm capacity of key pump stations for 3 consecutive days;
 - (3) The combined storage of Lake Travis and Lake Buchanan reaches 900,000 acre-feet in accordance with LCRA requirements, which are subject to change.
 - (4) The city manager or city manager's designee determines that phase 2 response measures are necessary to protect public health, safety, and welfare.
- (b) **Demand reduction target** Phase 2 response measures are designed to achieve a 20% reduction in water use.
- (c) **City actions** To manage supply, the city will:
- (1) Discontinue water main and line flushing unless necessary for public health reasons.
 - (2) Visually inspect lines on a regular basis and repair leaks.
 - (3) Suspend hydrant testing.
 - (4) Suspend use of potable water for the following city operations:
 - (A) Vehicle washing
 - (B) Street cleaning
 - (C) Landscape irrigation in city parks except by hand-held hose or drip irrigation. The city may continue irrigation by way of automatic systems or hose-end sprinklers for up to 21 days only when necessary to salvage new installations.
 - (5) Increase efforts to inform the public on water conservation strategies including:
 - (A) Conduct a monthly review of customer use records,
 - (B) Contact customers with unusually high usage to help identify potential leaks and provide customers with water saving tips and practices to better manage water use and reduce monthly costs.

- (d) **Customer actions** Under threat of penalty for violation, the following phase 2 response measures shall apply to all retail water customers
- (1) Residential water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section 13.09.010(c)(5), as determined by the city
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Friday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Wednesday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Sunday
 - (2) Commercial, multi-family, and homeowners association water customers who choose to use water for landscape irrigation may only do so in accordance with a once-weekly watering schedule on designated days, shown below, and designated times, shown in section 13.09.010(c)(5), as determined by the city.
 - (A) Properties with a street address number ending in 1, 5, or 9 may water on Tuesday
 - (B) Properties with a street address number ending in 2, 4, 6, or 8 may water on Saturday
 - (C) Properties with a street address number ending in 0, 3, or 7 may water on Thursday
 - (3) Landscape irrigation limits do not apply if the irrigation is performed
 - (A) By means of a hand-held hose, soaker hose, or drip irrigation system
 - (B) At a commercial plant nursery
 - (C) During the testing of new irrigation system installation or existing irrigation system repair
 - (4) Other nonessential water uses are prohibited except under the following circumstances.
 - (A) Use of water from hydrants or flush valves for construction purposes
 - (B) The addition of water to a pool or splash pad where necessary to maintain the water purification system in service or to maintain structural integrity of the pool
 - (C) The washing of vehicles or boats at a commercial car wash facility, or as part of a charity or fundraising event held on a commercial property during the property's designated watering day as defined in subsection (d) of this section

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(e) **Wholesale** The city will keep wholesale treated water customers informed about demand and current and projected supply conditions. The city will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses

- (f) **Termination** Phase 2 may be rescinded when one or more of the following occurs:
- (1) The water treatment plant capacity conditions listed above as a triggering event have ceased to exist for 5 consecutive days;
 - (2) LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed;
 - (3) The city manager or city manager's designee determines that the applicable provisions are no longer necessary to protect public health, safety, and welfare; or
 - (4) Upon termination of phase 2, the city publicly announces to its customers the end of phase 2 and return to phase 1 conditions

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.012 Conservation phase 3 - water emergency

- (a) **Triggers** Customers shall adhere to phase 3 conditions when one or more of the following occurs:
- (1) Total daily water demand equals or exceeds 95% of the total operation system treatment capacity for (3) consecutive days;
 - (2) Total daily water demand equals or exceeds 95% of firm capacity of key pump stations for three consecutive days;
 - (3) LCRA general manager or board declares a water emergency
 - (4) The city manager or city manager's designee determines that phase 3 response measures are necessary to protect public health, safety, and welfare
- (b) **Demand reduction target** Phase 3 response measures are designed to achieve a 50% reduction in water use
- (c) **City actions** To manage supply, the city will, in addition to phase 2 response measures:
- (1) Discontinue water main and line flushing unless necessary for public health, safety, and welfare
 - (2) Explore additional emergency water supply options, which may include arranging for the emergency purchase of water from utilities for which there exists proper agreements for such purchase;
 - (3) Increase efforts to inform the public on water conservation strategies;
 - (4) Increase the detection and repair of water leaks in the distribution system;
 - (5) Read water meters as necessary to ensure compliance with this program for the benefit of all the customers

(d) **Customer actions** Under threat of penalty for violation, phase 2 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

- (1) Landscape irrigation is prohibited except by means of a hand-held hose
- (2) Industrial water uses are prohibited except for some limited uses as deemed necessary by the city manager or city manager's designee to protect public health, safety, and welfare

(e) **Wholesale** The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale water customer's own drought contingency plan

(f) **Terminations** Phase 3 may be rescinded when one or more of the following occurs

- (1) The water treatment plant capacity condition listed above as a triggering event has ceased to exist for five (5) consecutive days,
- (2) The LCRA announces that mandatory restrictions by its firm raw water customers are no longer required,
- (3) The city manager or city manager's designee determines that phase 3 response measures are no longer necessary to protect public health, safety, and welfare; or
- (4) Upon termination of phase 3, the city publicly announces to its customers the end of phase 3 and return to phase 2 conditions

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.013 Conservation phase 4 - water system failure

(a) **Triggers** Customers shall adhere to the phase 4 response measures when one or a combination of the following occurs:

- (1) Major water line breaks or pump system failures that cause substantial loss of ability to provide water service,
- (2) Natural or man-made contamination of the water supply source,
- (3) Water demand approaches a reduced delivery capacity for all or part of the system, creating a situation in which water system demand exceeds water system capacity, for an extended length of time, as determined by the city manager or his/her designee,
- (4) The city manager or city manager's designee determines that phase 4 response measures are necessary to protect public health, safety, and welfare

(b) **Demand reduction target** Phase 4 response measures are designed to limit the daily water demand to no more than 50% capacity

(c) **City actions** To manage supply, the city will:

- (1) Assess the severity of the problem and identify the actions needed and time required to resolve the problem
- (2) Issue applicable public notifications and messaging as to the water system or source failure
- (3) Severely restrict or prohibit, as appropriate, all water system uses in the affected service area
- (4) Read meters as often as needed to ensure program compliance for the benefit of all customers
- (5) Minimize flushing for dead-end mains
- (6) Cease allowance or approval of applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities unless project is deemed necessary to resolve the water system failure
- (7) Operate the distribution system according to applicable regulations
- (8) Initiate emergency interconnects or alternative supply arrangements

(d) **Customer actions** Under threat of penalty for violation, phase 3 response measures, along with the following measures which may supersede, shall apply to all retail water customers:

- (1) Use of water is restricted as deemed necessary to meet the emergency

(e) **Wholesale** The city will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. This may include ceasing water supply to the wholesale water customer.

(f) **Termination** Phase 4 may be rescinded when one or more of the following occurs

- (1) The water system failure conditions listed above as a triggering event has ceased to exist for five (5) consecutive days
- (2) The city manager or city manager's designee determines that phase 4 response measures are no longer necessary to protect public health, safety, and welfare
- (3) Upon termination of phase 4, the city publicly announces to its customers the end of phase 4 and return to phase 3 conditions

ARTICLE 13.09 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN*

Sec. 13.09.014 Enforcement; penalty; termination of water service

(a) **Compliance** No person or entity shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental or any other purpose in a manner contrary to any provision of this article, or in an amount in excess of that permitted by the drought response

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phase in effect at the time pursuant to action taken by the city manager, or his/her designee, in accordance with provisions of this plan

(b) Administrative violation procedures

(1) Penalties Except as otherwise stated herein, each violation of this plan within a 12-month period may be enforced as an administrative violation pursuant to the following

Violation	Residential Customer	Commercial Customer
First offense	Courtesy warning	Courtesy warning
Second offense	\$50.00	\$200.00
Third offense	\$100.00	\$400.00
Fourth and subsequent offense(s)	\$200.00, and non-emergency disconnection	\$1,000.00, and non-emergency disconnection

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(2) Notice of first offense If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan, then a notice of first offense shall be in writing and include the name and address of the alleged offender, a location and description of the alleged offense and a description of the administrative fees for subsequent violations. This notice will be mailed to the alleged offender's utility billing address.

(3) Notice of second and/or subsequent offense If the city manager or city manager's designee reasonably believes that a person or entity has violated this plan again subsequent to and within a 12-month period immediately following the date of the preceding offense, then a notice of second offense will be mailed containing the same information as described in the preceding subsection and a description of the administrative fee for the offense. This notice will be mailed to the alleged offender's utility billing address.

(4) Appeal of administrative offense

(A) An alleged offender may appeal an administrative offense as set forth in this article. Their request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the city will refund administrative fees paid by the alleged offender.

(B) At the city manager's or city manager designee's discretion, an appeal or final review hearing may be conducted by a scheduled telephone conference involving the alleged offender, pertinent city staff, and testifying witnesses. Prior to any telephone conference, each testifying witness's name, address, telephone number, and relationship to the alleged offender shall be submitted to the city manager, along with any or other supporting documentation or physical evidence to be considered during the conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.

(C) Within fifteen (15) business days of the date of the notice of offense, an alleged offender may appeal the administrative offense and fee by submitting a written request to the city manager or city manager's designee. Within 15 business days of the receipt of such request, the city manager or city manager's designee shall appoint one or more pertinent hearing officers and schedule an appeal hearing or telephone conference. At the appeal hearing, the alleged offender may present relevant evidence and bears the burden of proof to show by a preponderance of the evidence why he or she should not be held in violation or assessed a fee. The hearing officers shall consider all relevant evidence as presented and render a decision within five (5) business days of the conclusion of the appeal hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address.

(D) An alleged offender may appeal the hearing decision by submitting a written request to the city manager within five (5) business days of their receipt of the decision. Within five (5) business days of receiving a timely appeal, the city manager or city manager's designee shall conduct a final review hearing. At this hearing, the alleged offender may present relevant evidence as described in the preceding subsection. The city manager or designee shall consider relevant evidence and render a written decision within five (5) business days of the conclusion of the final review hearing. A copy of the decision shall be mailed to the alleged offender's utility billing address. The final review hearing decision is final and binding.

(E) Should the alleged offender fail to attend a scheduled appeal, it is their responsibility to contact the city manager or city manager's designee within five working days of the scheduled date of the appeal. Failure to do so or to attend the rescheduled appeal for any reason shall constitute a default, render final the administrative offense and associated fee, and further waive the offender's right to an appeal.

(5) Notices All notices regarding alleged administrative offenses, including, without limitation, notices of offenses, appeal hearing and final review hearing decisions, shall be in writing and forwarded to the alleged offender via first class mail and/or certified mail, return receipt requested, to the alleged offender's current utility billing address. All notices delivered in this manner shall be deemed as received by the alleged offender within five (5) days of the mailing's postmark.

(c) Enforcement as criminal violation Alternatively, and at the city manager's discretion, any violation of this article may be enforced as a criminal violation in accordance with subsection (1) below.

(1) Criminal penalty Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the city limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

(d) Termination of water service; reconnection charge The city manager or city manager's designee shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur in accordance with this section. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, hereby established at \$1,000.00, and any other costs incurred by the city in discontinuing service. In addition, suitable assurance must be given to the city that the same action shall not be repeated while the plan is in effect. Compliance with this article may also be sought through injunctive relief in the district court.

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LEANDER WATER CONSERVATION PHASES

BASE CONDITIONS

- Residential watering = **2 times per week**
- Commercial watering = **1 time per week**
- Only water **before 10 a.m.** or **after 7 p.m.**
- Repair leaks and avoid water runoff.

^ Hand-held watering allowed at any time

WATER USE REDUCTION

- Residential watering = **1 time per week**
- Commercial watering = **1 time per week**
- Only water **before 10 a.m.** or **after 7 p.m.**

WATER SHORTAGES

- Residential watering = **1 time per week**
- Commercial watering = **1 time per week**
- Only water **before 10 a.m.** or **after 7 p.m.**

WATER SYSTEM FAILURE

- If necessary, any or all nonessential uses of water may be restricted.



Your **RESIDENTIAL ADDRESS NUMBER** ends in

- 1, 5, or 9 Water on **Tuesday & Friday***
- 2, 4, 6, or 8 Water on **Wednesday* & Saturday**
- 0, 3, or 7 Water on **Thursday & Sunday***

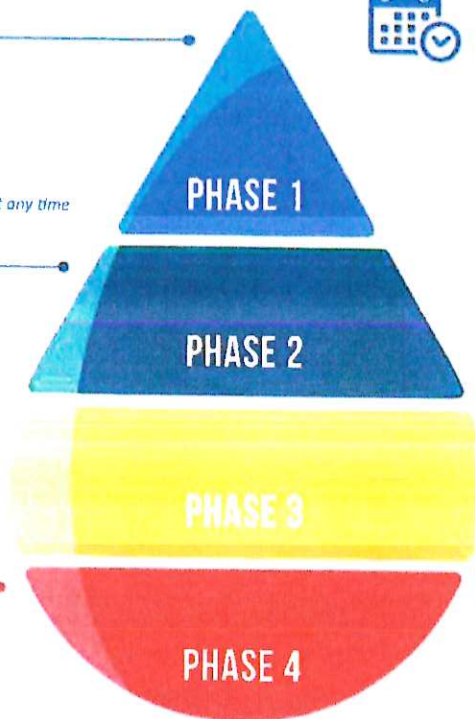
Your **COMMERCIAL ADDRESS NUMBER** ends in

- 1, 5, or 9 Water on **Tuesday***
- 2, 4, 6, or 8 Water on **Saturday***
- 0, 3, or 7 Water on **Thursday***

**Once-a-week watering day*

- Other nonessential uses prohibited except for fire hydrants, pool care, and commercial washes.

^ Hand-held watering allowed at any time



Learn more about our water conservation phases and overall plan at leandertx.gov/waterplan.

Water Conservation Phases | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | 2029-2030

Exhibit G

Demand Schedule

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CITY OF LEANDER - POPULATION AND WATER DEMAND PROJECTIONS

End of Year	Population/Connections/LUES					Internal Leander Demand					Total Leander Demand with Wholesale				
	No. of Domestic Units	Population	No. of Water Connections	Connection Growth Rate	No. of LUES	Projected Average Day Internal Leander Demand (MGD)	Projected Max Day Internal Leander Demand (MGD)	Projected Average Flow per Person per Day (gpcd)	Total Wholesale Contracts - Max Day Demand (MGD)	Projected Average Day Demand with Wholesale (MGD)	Projected Max Day Demand with Wholesale (MGD)	Projected Yearly Demand With Wholesale (AC-FT) -1000			
2015	12,922	43,418	13,092	12.3%	15,449	4.75	11.90	109.46	0.00	4.75	11.90	6.00			
2016	14,729	49,489	14,703	12.0%	17,335	5.50	11.50	111.19	0.00	5.50	11.50	7.00			
2017	16,430	55,171	16,463	9.7%	19,426	6.16	10.90	113.57	0.00	6.16	10.90	7.00			
2018	18,120	60,883	18,063	9.7%	21,314	6.89	12.42	113.13	0.32	7.05	12.74	8.00			
2019	19,999	67,197	19,887	10.1%	23,467	7.87	14.94	117.07	0.35	8.16	15.29	10.00			
2020	22,760	76,474	22,971	15.5%	27,106	9.77	17.63	127.74	0.52	9.49	16.79	11.00			
2021	25,857	86,880	26,026	13.3%	30,711	8.34	14.46	96.00	0.54	8.66	14.74	10.00			
2022	28,960	96,726	29,149	12.0%	34,396	11.66	21.85	120.54	4.00	13.79	25.86	16.00			
2023	31,856	106,398	32,064	10.0%	37,836	12.83	24.05	120.54	4.00	14.96	28.05	17.00			
2024	35,041	117,038	35,270	10.0%	41,619	14.11	26.45	120.54	4.00	16.24	30.45	19.00			
2025	38,546	128,742	38,797	10.0%	45,781	15.52	29.10	120.54	4.00	17.65	33.10	20.00			
2026	41,436	138,398	41,707	7.5%	49,215	16.68	31.28	120.54	4.00	18.82	35.28	22.00			
2027	44,544	148,778	44,835	7.5%	52,906	17.93	33.63	120.54	4.00	20.07	37.63	23.00			
2028	47,885	159,936	48,198	7.5%	56,824	19.28	36.15	120.54	4.00	21.41	40.15	24.00			
2029	50,279	167,933	50,608	5.0%	59,717	20.24	37.96	120.54	1.00	20.78	38.96	24.00			
2030	52,793	176,329	53,138	5.0%	62,703	21.26	39.85	120.54	1.00	21.79	40.85	25.00			
2031	55,433	185,146	55,795	5.0%	65,838	22.32	41.85	120.54	1.00	22.85	42.85	26.00			
2032	57,096	190,700	57,469	3.0%	67,813	22.99	43.10	120.54	1.00	23.52	44.10	27.00			
2033	58,809	196,421	59,193	3.0%	69,848	23.68	44.39	120.54	1.00	24.21	45.39	28.00			
2034	60,573	202,314	60,959	3.0%	71,943	24.39	45.73	120.54	1.00	24.92	46.73	28.00			
2035	61,784	206,380	62,188	2.0%	73,382	24.88	46.64	120.54	1.00	25.41	47.64	29.00			
2036	63,020	210,487	63,432	2.0%	74,850	25.37	47.57	120.54	1.00	25.91	48.57	30.00			
2037	64,281	214,697	64,701	2.0%	76,347	25.88	48.53	120.54	1.00	26.41	49.53	30.00			
2038	65,566	218,991	65,995	2.0%	77,874	26.40	49.50	120.54	1.00	26.93	50.50	31.00			
2039	66,222	221,181	66,655	1.0%	78,653	26.66	49.99	120.54	1.00	27.20	51.49	31.00			
2040	66,884	223,393	67,321	1.0%	79,439	26.93	50.49	120.54	1.00	27.46	51.49	31.00			
2041	67,218	224,510	67,658	0.5%	79,836	27.06	50.74	120.54	1.00	27.60	51.74	31.00			
2042	67,355	225,000	67,806	0.2%	80,011	27.12	50.85	120.54	1.00	27.66	51.85	31.00			

1. Population = 3.34 people/Domestic Unit for 2022 and beyond, 3.36 people/Domestic Unit for before 2022
2. No. of LUES = 1.18 x No. of Water Connections (based on 2020 review of actual connections/meters)
3. Assume Average Day Demand = 400 gpcd/Connection (~340 gpd/LUE)
4. Max Day Demand = 750 gpcd/Connection (~635 gpd/LUE)
5. For population and water projections, utilizing a modified growth rate that is more aggressive than Comp Plan
6. Projections are based on demands with no watering restrictions, impacts of new irrigation and tiered rate ordinances are not factored in currently, pending data
7. Assume buildout of City is 225,000 population
8. Projected Yearly Demand (AC-FT) = Projected Average Day Demand*365*/325851

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Exhibit H

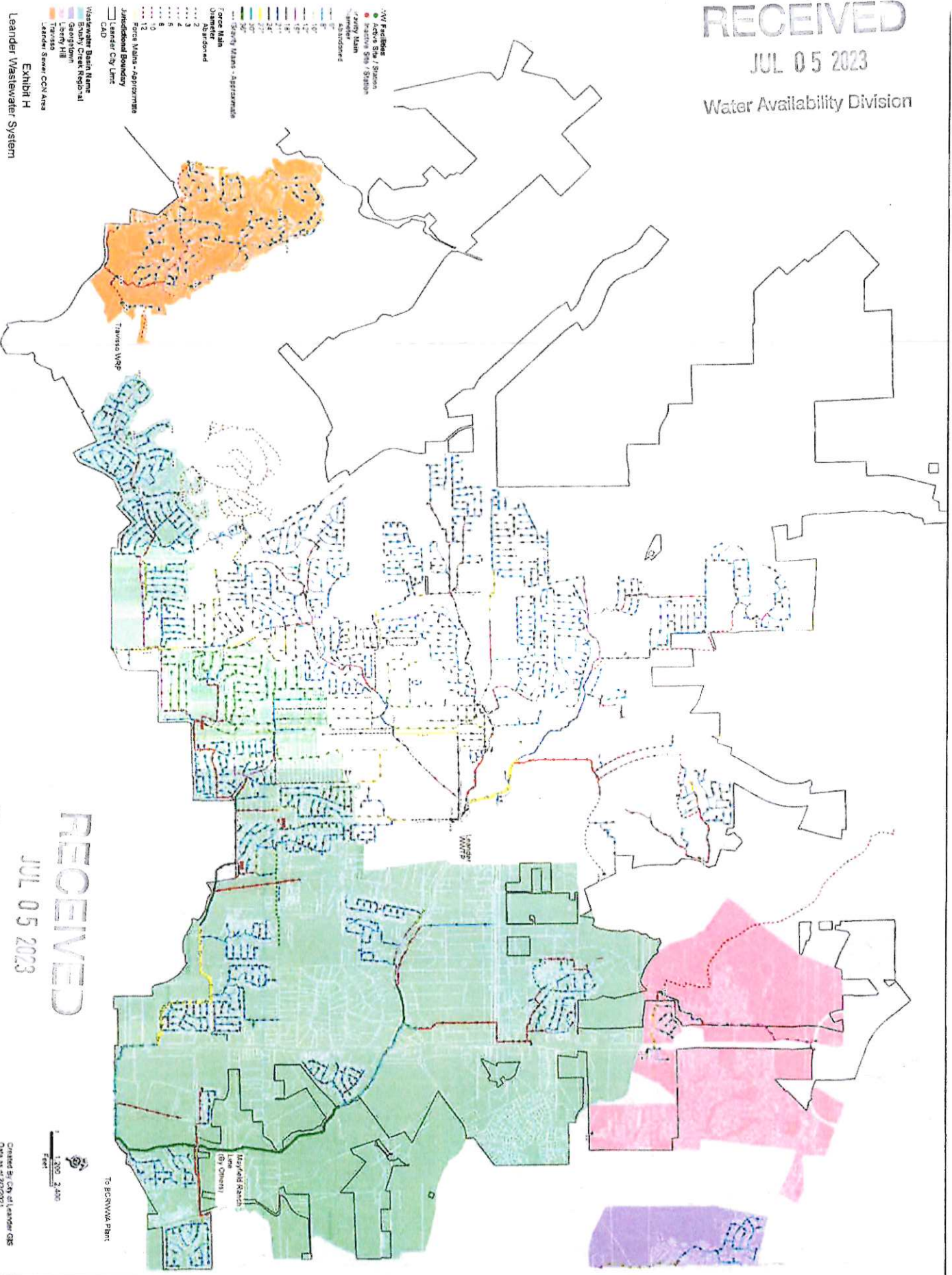
Leander Wastewater Basins

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Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Force Main - Approximate Diameter
 Force Main - Abandoned

Wastewater Basin Name
 Service Area
 Jurisdictional Boundary
 Leander City Limit
 CAO

Exhibit H

Leander Wastewater System

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To BGRWA Plant

Created by City of Leander GIS
 Data as of 2020/2021
 Map Redefined and Modified by LCRA