

Ms. Thiel's Direct Line: (512) 322-5839  
Email: [REDACTED]

July 21, 2023

Texas Commission on Environmental Quality  
Water Availability Division, MC-160  
Building F, Ste. 3101  
12100 Park 35 Circle  
Austin, Texas 78753

**VIA HAND DELIVERY AND  
ELECTRONIC TRANSMISSION**  
[WRPT@tceq.texas.gov](mailto:WRPT@tceq.texas.gov)

Re: Travis County Water Control and Improvement District No. 17 Application to Amend the Steiner Water Right (Certificate of Adjudication No. 14-5368)

Dear Sir or Madam:

Enclosed, please find the application to amend the Steiner Water Right (COA 14-5368) on behalf of Travis County Water Control and Improvement District No. 17 ("Applicant"). A check in the amount of \$112.50 has been included with the hard copy hand delivered to your office.

I will serve as the point of contact for this Application on behalf of the Applicant. Should you have any questions, please contact me at (512) 322-5839 or [REDACTED]

Sincerely,



Kathryn Thiel

KBT/nem

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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): Travis County Water Control and Improvement District No. 17

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).

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

# ADMINISTRATIVE INFORMATION REPORT

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

**\*\*\* Applicants are strongly encouraged 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."

Travis County Water Control and Improvement District No. 17 ("District") seeks to to add a diversion point and add a place of use for its existing water rights under the Steiner Water Right (Certificate of Adjudication No. 14-5368). The District is proposing to make use of this water right for a raw water supply to its existing irrigation system serving the Steiner Ranch community in Travis County, Texas. See Attachment A. This system is currently supplied through a raw water contract with the Lower Colorado River Authority ("LCRA"). Once this amendment is final, the District's raw water contract with LCRA may be converted to other uses. The District's utilization of this right for the existing irrigation system necessitates amendment to the diversion point and place of use.

**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?

*(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 : 600699048 (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: Jason Homan

Title: Travis County WCID No. 17

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: Travis County WCID No. 17

Mailing Address: 3812 Eck Lane

City: Austin State: TX ZIP Code: 78734

Indicate an X next to the type of Applicant:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                  | <input type="checkbox"/> Sole Proprietorship-D.B.A. |
| <input type="checkbox"/> Partnership                 | <input type="checkbox"/> Corporation                |
| <input type="checkbox"/> Trust                       | <input type="checkbox"/> Estate                     |
| <input type="checkbox"/> Federal Government          | <input type="checkbox"/> State Government           |
| <input type="checkbox"/> County Government           | <input type="checkbox"/> City Government            |
| <input checked="" type="checkbox"/> Other Government | <input type="checkbox"/> Other _____                |

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: Jason Homan

Title: General Manager

Organization Name: Travis County Water Control and Improvement District No. 17

Mailing Address: 3812 Eck Lane

City: Austin State: TX ZIP Code: 78734

Phone Number: (512) 266 - 1111

Fax Number: (512) 266 - 2790

E-mail Address: [REDACTED]

**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. Applicants 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](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



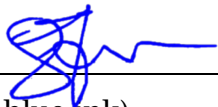
**6. SIGNATURE PAGE (Instructions, Page. 11)**

Applicant:

I, Jason Homan General Manager, Travis County WCID No. 17  
(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.

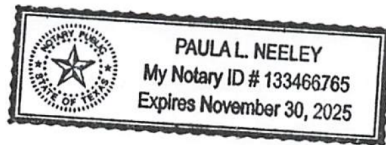
Signature:  Date: July 17, 2023 See Attachment A.  
(Use blue ink)

Subscribed and Sworn to before me by the said

on this 17th day of July, 2023.

My commission expires on the 30th day of November, 2025.

  
Notary Public



[SEAL]

Travis County, Texas

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

# ATTACHMENT A

## RESOLUTION REGARDING APPLICATION TO TEXAS COMMISSION ON ENVIRONMENTAL QUALITY FOR STEINER WATER RIGHT AMENDMENT

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

WHEREAS, Travis County Water Control & Improvement District No. 17 (the “District”) is a conservation and reclamation district operating pursuant to Chapters 49 and 51 of the Texas Water Code; and

WHEREAS, in order to support its long-term water supply planning, the District finds it necessary to file an application with the Texas Commission on Environmental Quality (the “TCEQ”) to add a diversion point and place of use of its existing water rights, COA No. 14-5368 (the “Application”) which will allow the District to make full use of such rights and augment its raw water supply in a manner that benefits District customers.

### NOW THEREFORE BE IT RESOLVED THAT:

1. The above recitals are true and correct and are incorporated into this Resolution for all purposes.
2. The Board of Director hereby authorizes and delegates authority to the General Manager to execute, submit and prosecute the Application to the TCEQ along with any associated fees.

PASSED AND APPROVED this 15<sup>th</sup> day of June, 2023.

  
\_\_\_\_\_  
Jeff Roberts  
President, Board of Directors

ATTEST:  
  
\_\_\_\_\_  
Elicia G. Michaud  
Secretary, Board of Directors

# 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](mailto:WRPT@tceq.texas.gov) to schedule a meeting.**

Date of pre-application meeting: May 4, 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*    

- 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: \_\_\_\_\_)

*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: COA No. 14-5368

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 Y See Attachment A  
*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 Y  
*If yes, submit:* See Attachment A

- **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

*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

*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

*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

*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

*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”:

Applicant is located within the Region K Planning Group. The 2021 Region K Plan recognizes to the utilization of the water right at issue in this application. See Section 3.2.1.1.2.1 (Vol. 1). The state and regional water plans generally do not address every possible change in individual water rights. The Application is consistent with the 2021 Region K Water Plan and the 2022 State Water Plan because there is nothing in the plans that conflict with the Application.

- 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

# WORKSHEET 1.0

## Quantity, Purpose and Place of Use

### 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**
143.23	Agricultural	Agricultural	Travis County See Attachment A	Travis County See Attachment A Identified as Proposed.

*\*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 195 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 5,371 acres in Travis County, TX.
  - ii. Location of land to be irrigated: In the W.A. Hadley Original Survey No. 460, Abstract No. 365. See Attachment B with additional irrigation area.

***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\_\_\_\_\_

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

- a. Provide the Basin of Origin. \_\_\_\_\_
- b. Provide the quantity of water to be transferred (acre-feet). \_\_\_\_\_
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:  
\_\_\_\_\_

### **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\_\_
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/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\_\_
- 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\_\_

### **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”

See Attachment C

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. Y 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** 2.22 cfs (cubic feet per second)  
or 1,000 gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N 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 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
	Directly from stream	
X	From an on-channel reservoir	Existing
	From a stream to an on-channel reservoir	
	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 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): Colorado River (Lake Austin), Travis County, Texas
- b. Zip Code: 78732
- c. Location of point: In the W.A. Hadley Original Survey No. 460, Abstract No. 365, Travis County, Texas.

See Attachment B.

***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 30.377889 °N, Longitude -97.913694 °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): GIS
- 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 \_\_\_\_\_

# 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.**

The District affirms that appropriate measures will be taken, including the use of screens on diversion structures to avoid impingement and entrainment of aquatic organisms.

### 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:

See Attachment D

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](mailto: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.

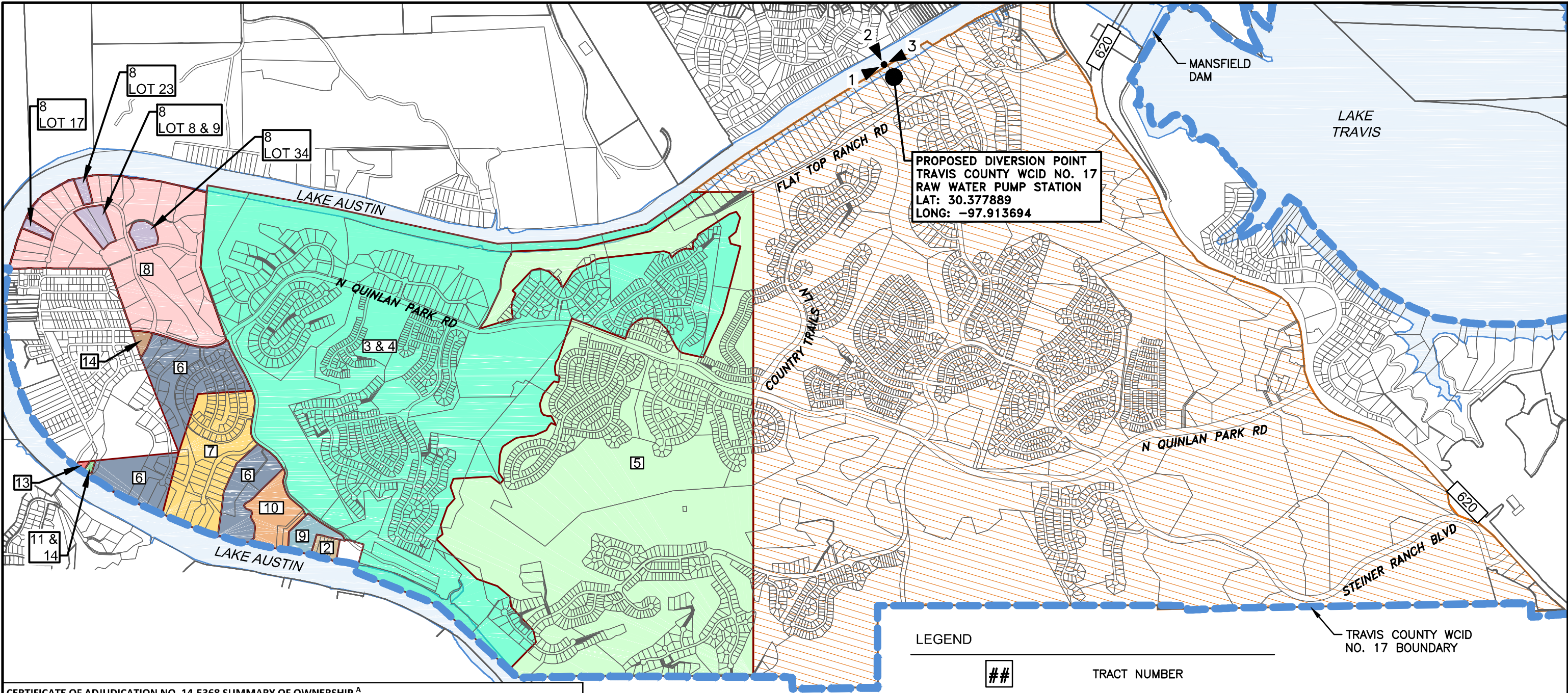
### 2. Accounting Plan Requirements

- 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.





FILE: 2000-039\_ATTACHMENT A - WATER RIGHTS EXHIBIT.DWG TAB: EXHIBIT-11X17-L PLOTTED: 3/9/2023 5:14 PM BY: GLENN POPE



PROPOSED DIVERSION POINT  
 TRAVIS COUNTY WCID NO. 17  
 RAW WATER PUMP STATION  
 LAT: 30.377889  
 LONG: -97.913694

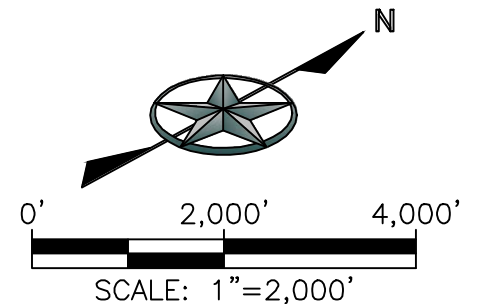
CERTIFICATE OF ADJUDICATION NO. 14-5368 SUMMARY OF OWNERSHIP <sup>A</sup>				
AUTHORIZATION NO.	OWNER	TRACTS	"AREA (AC.)"	"WATER RIGHT (AC-FT/YR)"
1	TRAVIS COUNTY WCID NO. 17	5 (1027.40 AC) & PART OF 3 & 4 (1074.80 AC - 126.74 AC)	1975.46	122.84
2	KLP PARTNERS, LTD.	PART OF 6 (10.53 AC OF 142.16 AC)	10.53	1.00
3	TRAVIS COUNTY WCID NO. 17	PART OF 6 (142.16 AC MINUS 10.53 AC)	131.63	12.50
4	LAKE AUSTIN LAND AND CATTLE, LTD.	PART OF 8 (LOTS 8, 17, 34, AND 9 OF BLOCK A)	18.01	1.13
5	MINI ME MANAGEMENT, LTD.	PART OF 8 (ALL OF 8 MINUS LOTS 8, 17, 34, AND 9 OF BLOCK A)	187.52	11.81
6	TRAVIS COUNTY WCID NO. 17	PART OF 3 & 4 (126.74 AC OF 1074.80 AC)	126.74	7.8861
7	THL INVESTMENTS, LTD.	13	1.67	0.1039
8	SELMA HUGHES INVESTMENT, LTD.	10	26.50	1.65
9	MICHAEL MCCARTHY	9	10.35	0.64
10	ROBERT L. STEINER, TRUSTEE	PART OF 8 (LOT 23 BLOCK A)	2.83	0.18
11	RONALD LEE FINN	14	2.99	0.18
12	DORIS WILKERSON	11 & 12	0.77	0.05
13	JAY C. CHOWNING & CLIFTON CHOWINING	15	0.50	0.03
TOTAL			2,495.50	160.00
TRAVIS COUNTY WCID NO. 17 SUMMARY				
1, 3 & 6	TRAVIS COUNTY WCID NO. 17	3, 4, 5, PART OF 6 (142.16 AC MINUS 10.53 AC)	2,233.83	143.23

APPROXIMATE AREA IRRIGATED: 195 AC  
 GOLF COURSE: 145 AC  
 RIGHT OF WAY: 42 AC  
 OTHER COMMON AREAS: 8 AC

LEGEND

- ## TRACT NUMBER
- PROPOSED ADDITIONAL IRRIGATION AREA
- # PHOTO # AND DIRECTION

NOTE:  
 TRACT BOUNDARIES BASED ON AUGUST 1999 TCEQ SURVEY EXHIBIT. LOTS INSIDE TRACT NO. 8 TAKEN FROM TRAVIS CAD RECORDS.



**Green Civil Design**

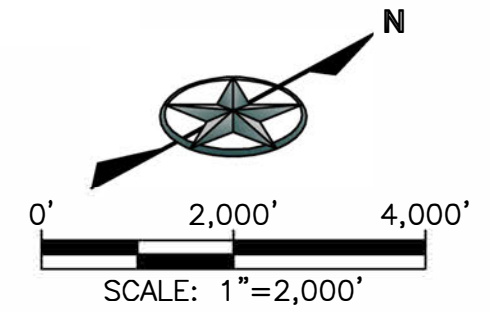
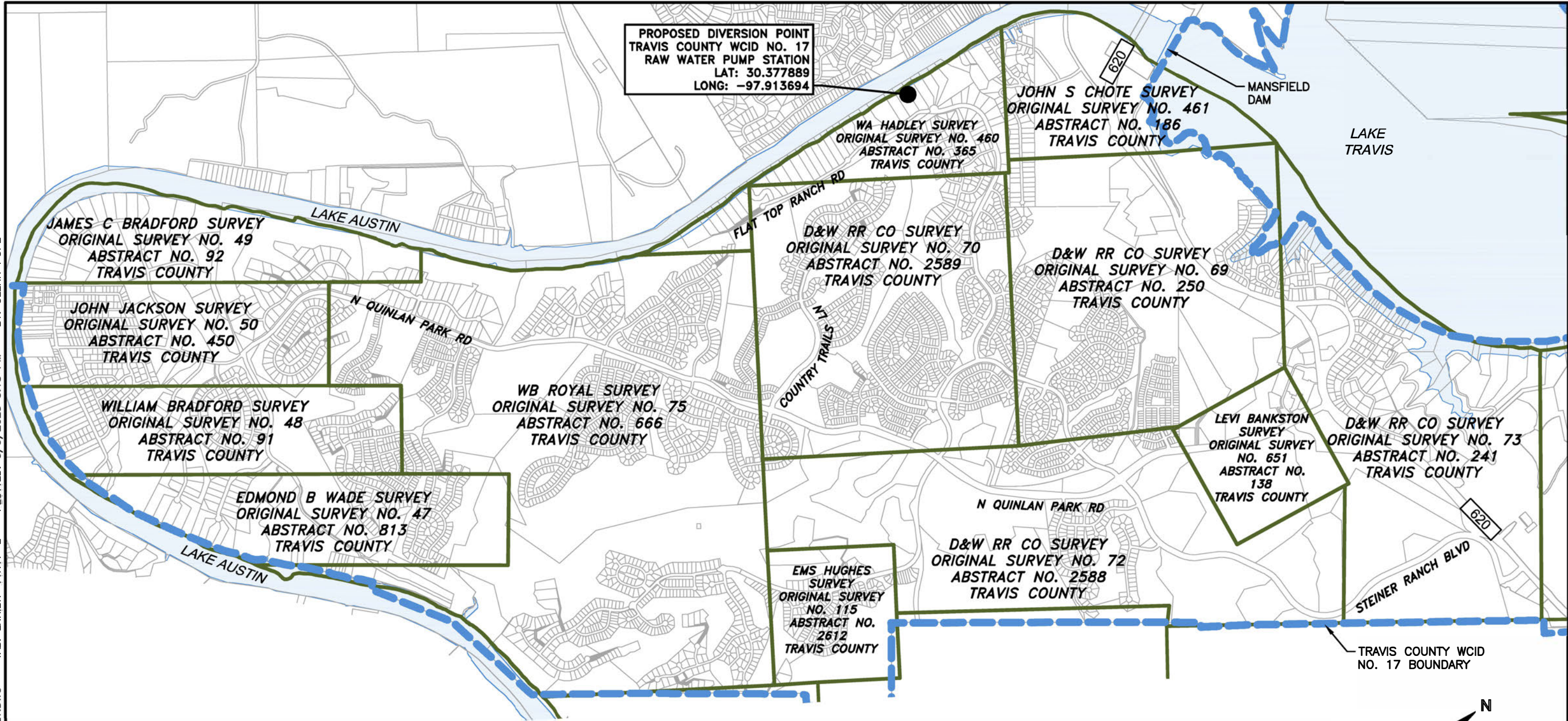
301 Denali Pass Dr., Suite 3  
 Cedar Park, Texas 78613  
 (512) 640-6590

Engineering & Consulting  
 Texas Registered Engineering Firm F-17563

TRAVIS COUNTY WCID NO. 17  
 STEINER WATER RIGHT AMENDMENT

ATTACHMENT 'A'

FILE: 2000-039\_ATTACHMENT C - ORIGINAL LAND SURVEY.DWG TAB: EXHIBIT-11X17-L PLOTTED: 3/9/2023 5:18 PM BY: GLENN POPE



**Green Civil Design**  
 GCD  
 301 Denali Pass Dr., Suite 3  
 Cedar Park, Texas 78613  
 (512) 640-6590  
 Engineering & Consulting  
 Texas Registered Engineering Firm F-17563

TRAVIS COUNTY WCID NO. 17  
 STEINER WATER RIGHT AMENDMENT

ATTACHMENT 'B'  
 SURVEY ABSTRACT EXHIBIT

## ATTACHMENT C

### **WORKSHEET 1.2 - MARSHALL CRITERIA** **APPLICATION TO AMEND CERTIFICATE OF ADJUDICATION COA 14-5368**

Travis County Water Control & Improvement District No. 17 (“Applicant”) provides this Addendum to Worksheet 1.2 addressing each Marshall Criteria to assist TCEQ in determining that no notice is required for the Application for Amendment to Certificate of Adjudication No. 14-5368 (the “Application”). See Attachment E for a copy of Certificate of Adjudication No. 14-5368 (“COA 21-3065”). The Application seeks to amend COA 14-5368 to add a diversion point and a place of use to increase acreage allowed for irrigation on adjacent tracts to acreage already authorized for irrigation under COA 14-5368 and does not request to alter the purpose of use or increase the amount of water diverted.

#### **A. Administrative Requirements and Fees**

The Application provides the relevant information to meet the administrative requirements for an amendment to a water use permit, pursuant to Texas Water Code (“TWC”) Chapter 11 and Title 30 of the Texas Administrative Code (“30 TAC”) Chapters 295 and 297. In accordance with 30 TAC §§ 295.131-295.132 and other TCEQ rules relating to fees, the Applicant is submitting payment with the Application.

#### **B. Beneficial Use**

The proposed amendment is for a beneficial use of water as that term is defined in Texas Water Code Sections 11.002(4) and 11.023(a)(6) and Title 30 Texas Administrative Code Section 297.1(8), as the law recognizes recreational use as a “beneficial use.” This application requests authorization for the diversion of already-appropriated water from the Colorado River (Lake Austin). Applicant intends to use the water for agricultural purposes and in a manner authorized for such purposes pursuant to COA 14-5368 to replace water that the District is currently receiving under its contract with the Lower Colorado River Authority (“LCRA”). See Attachment F for a copy of LCRA contract. Applicant does not request a change in purpose of use; thus, TCEQ’s prior determination that the water is being appropriated for a beneficial use is applicable to the Application.

#### **C. Public Welfare**

The proposed amendment sought by the Application will not negatively impact the public welfare. The District is only seeking to swap contract water for water that has been authorized under a water right that has been recognized by TCEQ for many years. TCEQ determined the appropriation was not detrimental to the public welfare when COA 14-5368 was issued, and the proposed amendment does not seek any changes that would negatively impact the public welfare. 30 TAC § 297.46.

#### **D. Groundwater Effects**

The proposed amendment will not adversely impact groundwater resources or groundwater recharge, as the Application seeks to use surface water already authorized under COA 14-5368.

Applicant does not seek to add or change the diversion amount or the diversion rate and will not impact groundwater.

#### **E. State and Regional Water Plans**

Applicant and the properties to be irrigated are all within Travis County, Texas, which is within the Region K Regional Water Planning Area. According to the 2021 Region K Regional Water Plan (the “RWP”) and the 2022 State Water Plan (the “SWP”), irrigation remains a common purpose of use, and various strategies are identified to address ongoing and future irrigation/agricultural needs. Applicant does not seek to increase the quantity of water under COA 14-5368, but rather to use such water to irrigate additional acreage. The rights at issue are recognized in the RWP. And again, the District is only swapping out water under its contract with the LCRA for direct use of an existing water right. Thus, by allowing Applicant to continue to use COA 14-5368 for irrigation purposes in Travis County, such usage is not inconsistent with the RWP or the SWP. RWP, 3.2.1.1.2.1 (Vol. 1); *see* 30 TAC § 295.16.

#### **F. Waste Avoidance**

Applicant will continue to use reasonable diligence to avoid waste and achieve water conservation. TCEQ rules define “conservation” as practices that will “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 water supply is made available for future or alternative uses.” 30 TAC § 295.9; TWC § 11.002(8). Additionally, Applicant follows the guidance of the RWP, which includes numerous water conservation methods and goals. The District has attached its Drought Contingency Plan (“DCP”) herein as Attachment G.

#### **G. Impacts on Water Rights or On-stream Environment**

The proposed amendment will not impact other water right holders or the aquatic environment beyond and irrespective of the fact that the permit can be used to its full authorized amount. The Application will not impact on other water right holders because it only seeks to modify its acreage used for irrigation and point of diversion. The Application does not alter the conditions regarding quantity, rate of diversion of the water, nor does it seek to change the purpose of use. Further, the Application does not request additional dams, impoundments, or storage. The Application will not adversely impact the environment or other water rights holders because the amendment would not increase the amount appropriated or the rate of diversion. TWC § 11.122(b).

#### **H. Conclusion**

Based on the information above, the Application does not require notice pursuant to 30 TAC § 295.158(c)(1). The Applicant seeks to amend COA 14-5368 to utilize its existing water rights effectively by increasing the acreage allowed for irrigation on adjacent tracts. The proposed amendment, if granted, will have no impact on other water rights holders. The Application does not seek to change the nature or pattern of use of the existing water right; therefore, notice is not required. TWC § 11.122(b-3); 30 TAC § 295.158(c)(1).

**ATTACHMENT D**









# ATTACHMENT E

## CERTIFICATE OF ADJUDICATION

CERTIFICATE OF ADJUDICATION: 14-5368      OWNERS: T. C. Steiner and Son  
P. O. Box 216  
Austin, Texas 78767

COUNTY: Travis      PRIORITY DATE: June 30, 1954

WATERCOURSE: Colorado River      BASIN: Colorado River  
(Lake Austin)

WHEREAS, by final decree of the 264th Judicial District Court of Bell County, in Cause No. 115,414-A, In Re: The Adjudication of Water Rights in the Lower Colorado River Segment of the Colorado River Basin dated September 22, 1987 and modified by Order dated November 24, 1987, a right was recognized under Claim 5259 authorizing T. C. Steiner and Son to appropriate waters of the State of Texas as set forth below:

NOW, THEREFORE, this certificate of adjudication to appropriate waters of the State of Texas in the Colorado River Basin is issued to T. C. Steiner and Son, subject to the following terms and conditions:

1. USE

Owner is authorized to divert and use not to exceed 160 acre-feet of water per annum from the Colorado River (Lake Austin) to irrigate 160 acres of land out of a 2608 acre tract located in the William Bradford Survey 48, Abstract 91; the James C. Bradford Survey 49, Abstract 92; the William A. Hadley Survey 460, Abstract 365; the John Jackson Survey 50, Abstract 450; the W. B. Royal Survey 75, Abstract 666 and the Edmund B. Wade Survey 47, Abstract 813, Travis County, Texas, said 2608 acre tract of land being described in a Deed dated October 24, 1944 from Fred L. Sharp and Marjorie C. Sharp to T. C. Steiner and recorded in Volume 745, Page 420 of the Travis County Deed Records.

2. DIVERSION

A. Location:

At any point along the north shore of Lake Austin within the limits of owners' property as described herein.

B. Maximum rate: 2.22 cfs (1000 gpm).

3. PRIORITY

The time priority of owner's right is June 30, 1954.

Certificate of Adjudication 14-5368

The location of pertinent features related to this certificate are shown on Page 1 of the Lower Colorado River Segment Certificates of Adjudication Maps, copies of which are located in the office of the Texas Water Commission, Austin, Texas.

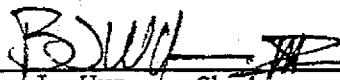
This certificate of adjudication is issued subject to all terms, conditions and provisions in the final decree of the 264th Judicial District Court of Bell County, Texas, in Cause No. 115,414-A, In Re: The Adjudication of Water Rights in the Lower Colorado River Segment of the Colorado River Basin dated September 22, 1987 and modified by Order dated November 24, 1987 and supersedes all rights of the owner asserted in that cause.

This certificate of adjudication is issued subject to senior and superior water rights in the Colorado River Basin.

This certificate of adjudication is issued subject to the Rules of the Texas Water Commission and its continuing right of supervision of State water resources consistent with the public policy of the State as set forth in the Texas Water Code.

This water right is appurtenant to and is an undivided part of the above-described land within which irrigation is authorized. A transfer of any portion of the land described includes, unless otherwise specified, a proportionate amount of the water right owned by the owner or seller at the time of the transaction.

TEXAS WATER COMMISSION

  
B. J. Wynne, Chairman

DATE ISSUED:

  
AUG 26 1988

ATTEST:

  
Karen A. Phillips, Chief Clerk

**ATTACHMENT F**

No. 8000297348

8.28.13

10 years

Replaces No. 58898

**FIRM WATER CONTRACT**

**By and Between**

**LOWER COLORADO RIVER AUTHORITY**

**And**

**TRAVIS COUNTY WATER CONTROL IMPROVEMENT DISTRICT 17**

**FIRM WATER CONTRACT**

This Contract is entered by and between the LOWER COLORADO RIVER AUTHORITY (hereinafter, together with its successors and assigns, "LCRA") and TRAVIS COUNTY WATER CONTROL IMPROVEMENT DISTRICT 17, (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 LOSS FACTOR ..... 2
  - 2.4 POINTS OF AVAILABILITY. .... 2
  - 2.5 MAXIMUM DIVERSION RATE. .... 2
  - 2.6 TYPE OF USE. .... 2
  - 2.7 SERVICE AREA. .... 2
  - 2.8 TERM OF CONTRACT. .... 2
  - 2.9 PREVIOUS CONTRACT. .... 2
  - 2.10 NOTICE. .... 2

**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 499 acre-feet per year from the Effective Date. Of this amount, no more than 494.01 acre-feet per annum of raw or untreated water may be diverted by or on behalf of PURCHASER at the Point of Availability.

### **2.3 Loss Factor**

The Loss Factor for this Contract shall be 1.001% of the amount made available at the Point of Availability. PURCHASER acknowledges that this Loss Factor reflects estimated conveyance, delivery and system losses from Lake Travis to the Point of Availability.

### **2.4 Points of Availability.**

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

### **2.5 Maximum Diversion Rate.**

The maximum diversion rate authorized under this contract is 1.56 cfs.

### **2.6 Type of Use.**

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

### **2.7 Service Area.**

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

### **2.8 Term of Contract.**

The term of this Contract is 10 years unless terminated earlier by either party consistent with Exhibit A.

### **2.9 Previous Contract.**

Upon the Effective Date of this Contract, that certain Water Contract between LCRA and PURCHASER, dated June 26, 2003 (LCRA Contract No. 58898) 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. 58898, 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.

### **2.10 Notice.**

All notices and invoices to PURCHASER shall be addressed to:

Travis County Water Control and Improvement District 17  
3812 Eck Lane  
Austin, Texas 78734  
512-266-2790 for facsimile transmission

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

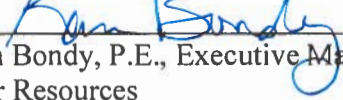
Lower Colorado River Authority  
Attn: Raw Water Sales  
P.O. Box 220  
Austin, Texas 78767  
(512) 473-3551 for facsimile transmission

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:   
Karen Bondy, P.E., Executive Manager  
Water Resources



Date: 8/28/13

Travis County Water Control and Improvement District 17

By:   
Deborah S. Gernes  
General Manager

Date: 8/16/13

## **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. Arbitration Procedures

**EXHIBIT A**

**STANDARD CONTRACT TERMS AND CONDITIONS**



Exhibit A

STANDARD CONTRACT TERMS AND CONDITIONS

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    C. EXCEEDANCE OF MAXIMUM ANNUAL QUANTITY..... 3

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    J. DELIVERY OF WATER..... 6

    K. DEMAND SCHEDULE ..... 6

    L. REDUCTION IN MAQ FOR NON-USE ..... 6

    M. STATE REGULATION OF LCRA WATER SUPPLIES..... 6

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**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”), U.S. Corps of Engineers, 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 & LOSS FACTOR**

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 from LCRA firm supplies to allow for diversions by or on behalf of PURCHASER; or (ii) the amount of water diverted by or on behalf of PURCHASER at the Point(s) of Availability plus the Loss Factor (defined below) times the amount of water diverted.

Notwithstanding the foregoing, PURCHASER and LCRA agree that calculations of Maximum Annual Quantity and the amount of water made available under this Contract will be based on the amount of water which LCRA makes available for diversion by or on behalf of PURCHASER at the Point(s) of Availability plus the Loss Factor as set forth in this Contract.

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.

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. Such Points of Availability may be located on the Colorado River or a LCRA-operated canal. 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.

**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.

**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 the Texas Commission on Environmental Quality or its successors (hereafter, "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 the Lower Colorado River Authority, 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 at the following internet web-site address:

<http://www.lcra.org/water/contracts.html>

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 by the substantive rules for water rights of the 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."

**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") 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 Water Conservation Plan. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to water conservation measures. PURCHASER shall update its Water Conservation Plan on or before May 1, 2014, and every five years thereafter, or on such schedule as may be required by LCRA or other state law. PURCHASER further agrees to amend its Water Conservation Plan, as necessary, to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Water Conservation Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. PURCHASER further agrees to submit its amended Water Conservation Plan to LCRA within 30 days after its adoption. Revisions to PURCHASER's Water Conservation Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Water Conservation Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a water conservation program consistent with PURCHASER's Water Conservation Plan; and, b) amend its water conservation program to reflect amendments in state law, regulations or LCRA's water conservation rules and regulations within the same timelines that apply to PURCHASER.
  
2. PURCHASER agrees to implement the drought contingency program contained in the drought contingency plan (the "Drought Contingency Plan") 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 Drought Contingency Plan. PURCHASER shall review and update the Drought Contingency Plan not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules. PURCHASER further agrees to submit any amended Drought Contingency Plan to LCRA within 30 days after its adoption. LCRA, in accordance with applicable law, may from time to time adopt reasonable rules and regulations relating to drought contingency measures, including LCRA's Water Management Plan. PURCHASER agrees to amend its Drought Contingency Plan, as necessary, to reflect amendments in state law or regulations or LCRA's rules, regulations or Water Management Plan. PURCHASER further agrees to do so within 180 days of the effective date of such amendments, provided that, if the amendments are adopted by LCRA (rather than, for example, TCEQ), the deadline for PURCHASER to make corresponding amendments to its Drought Contingency Plan shall run from the date LCRA provides written notice of the amendments to PURCHASER. Revisions to PURCHASER's Drought Contingency Plan are not required under this section if PURCHASER has not initiated diversions; however, PURCHASER shall update its Drought Contingency Plan to be consistent with LCRA's rules and regulations related to water conservation at least sixty (60) days prior to initiating diversions under this Contract. In the event that PURCHASER agrees to furnish water or water services to a third party, who in turn will furnish the water or water services to an ultimate consumer, PURCHASER agrees to include in its agreement with the third party provisions that obligate the third party to: a) develop and implement a drought contingency program consistent with PURCHASER's Drought Contingency Plan; and b) amend its drought

contingency program to reflect amendments in state law, regulations, or LCRA's rules, regulations, or Water Management Plan within the same timelines that apply to PURCHASER.

**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 Drought Contingency Plan, as such Plans and any amendments thereto have been approved and may be approved in the future by the TCEQ.

**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 water usage, and any increases of usage over time, of the water to be made available by LCRA under this Contract, consistent with LCRA's Water Contract Rules. 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. REDUCTION IN MAQ FOR NON-USE.**

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.

**M. 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

the 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.

**N. 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.

PURCHASER acknowledges that Longhorn Dam, which is owned and operated by the City of Austin, may lie upstream of the Point(s) of Availability and/or Point(s) of Diversion, if any, and downstream of Lake Travis. PURCHASER agrees to hold LCRA harmless for any claims that PURCHASER has against LCRA for any action or inaction by the City of Austin relating to its ownership and operation of Longhorn Dam.

**O. 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.

**P. 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 or is otherwise in strict compliance with LCRA Board Policies, LCRA water rights and a final permit for interbasin transfer ("IBT") issued by the TCEQ. In the event that PURCHASER intends 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 forty-five (45) days of the Effective Date of this Contract. LCRA shall diligently pursue such authorization after it is filed. PURCHASER shall pay for any filing and notice fees related to such application after LCRA bills PURCHASER for such fees in accordance with this Contract.

**Q. REQUIRED NOTICES.**

1. PURCHASER shall notify LCRA in writing of its intention to initiate diversions of water under this Contract not more than eight (8) weeks, nor less than four (4) weeks, prior to PURCHASER's initiation of diversions. Such notice shall include PURCHASER's anticipated diversion rate, not to exceed the Maximum Diversion Rate. If impoundments or diversions of water are being continued from a previous contract or other right to divert, and no change in diversion rate is anticipated, no notice is necessary.
2. PURCHASER shall notify LCRA in writing not more than two (2) weeks prior to making any change in its planned diversion rate, not to exceed the Maximum Diversion Rate specified in this Contract.

3. If PURCHASER's Point(s) of Availability and/or Point(s) of Diversion, if any, are located downstream of Lake Travis or on a tributary which flows into the Colorado River downstream of Lake Travis, PURCHASER shall notify LCRA's River Operations Center (ROC) of its intent to impound and/or divert water under this Contract and shall either: (1) develop with the ROC a written process or mechanism for notifying the ROC of its intent to divert water under this Contract; or (2) notify the ROC prior to making any impoundment and/or diversion under this Contract in accordance with any requirements set forth in the Special Conditions in the Contract.
4. In the event the PURCHASER is required by state law to obtain a water right permit or water right permit amendment – including but not limited to contractual, term, or temporary water right permits – from TCEQ related to water that is reserved or purchased pursuant to an LCRA water contract, PURCHASER shall provide LCRA: (i) a copy of the application for the water right permit or water right permit amendment within five (5) business days of its filing with TCEQ; (ii) a copy of any proposed notice related to the application; and (iii) a copy of the water right permit or water right permit amendment promptly following the issuance of the water right permit or water right permit amendment. PURCHASER shall incorporate LCRA's reasonable comments into the application notice provided that: (i) LCRA provides its comments to PURCHASER within ten (10) business days of LCRA's receipt of the draft notice, unless a shorter response period is required by the TCEQ; and (ii) TCEQ accepts LCRA's comments in the final version of the notice. Applicant also shall provide LCRA two copies of any notice or action by TCEQ of a violation or termination of the water right permit or water right permit amendment within ten (10) days of Applicant receiving notice from TCEQ.
5. PURCHASER shall notify LCRA in writing not more than eight (8) weeks, nor less than four (4) weeks, prior to implementing a program for reuse of water that is reserved or purchased pursuant to this Contract and that falls within the type of use and Service Area provided in this Contract. PURCHASER will make available to LCRA non-privileged documents regarding PURCHASER's reuse program within a reasonable amount of time, not to exceed fifteen (15) business days, following a written request by LCRA staff. For all purposes of this Contract, the term "reuse" means the authorized use of water, which water was diverted and used pursuant to this Contract, but which water remains unconsumed and has yet to be either disposed of or discharged or otherwise allowed to flow into a watercourse, lake or other body of state-owned water.
6. PURCHASER shall notify LCRA in writing of its intentions to divert or deliver water for a Secondary Purchaser at least thirty (30) days prior to any diversions or deliveries from PURCHASER to the Secondary Purchaser.
7. Prior to the Effective Date of this Contract, PURCHASER shall provide to LCRA a demand or use schedule that estimates PURCHASER's annual usage, and any increases to it over time, of the water to be made available by LCRA under this Contract (the "Demand Schedule"). PURCHASER shall review, update if needed, and provide to LCRA the Demand Schedule not less than once every five (5) years or following written request by LCRA consistent with any other schedule required by LCRA's Water Contract Rules.

## **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.



**B. PAYMENT.**

1. The "Water Rate" is the rate determined by the Board of Directors of LCRA 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 Board of Directors of LCRA 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 of Directors of LCRA to then be in effect for diversion or use of water in amounts in excess of the Maximum Annual Quantity.
2. The Water Rate presently in effect is \$151 per acre-foot (\$0.46 per 1,000 gallons) of water. The Reservation Rate presently in effect is \$75.50 per acre-foot. The Inverted Block Rate presently in effect is \$302 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 LCRA's Board of Directors, and that the Board may change all rates, fees and charges under the Contract from time to time.
3. PURCHASER agrees and covenants to pay LCRA – on a monthly basis beginning with the first billing period after the Effective Date of this contract – an amount of money (the "Use Charge") equal to the Water Rate less the Reservation Rate multiplied by the Monthly Use. The Monthly Use shall be the sum of i) the Monthly Diversion, plus ii) the Loss Factor, times the Monthly Diversion, as such Loss Factor is established under this Contract. In the event the amount diverted at the Point(s) of Availability is less than the amount LCRA made available (through releases from storage and/or pumping into LCRA canals) at the Point(s) of Availability at PURCHASER's request, for purposes of this Section II.B, the Monthly Diversion shall be the amount of water made available at the Point(s) of Availability. Otherwise the Monthly Diversion shall be calculated from the actual amount diverted at the Point(s) of Availability.
4. PURCHASER agrees and covenants to pay – on a monthly basis beginning with the first billing period after the Effective Date of this Contract – the "Monthly Reservation Charge," which shall be an amount equal to the Reservation Rate multiplied by one-twelfth (1/12) of the MAQ.
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 Maximum Annual Quantity during the previous calendar year, less any amount PURCHASER has previously paid for the same water through the Use Charge and/or Reservation 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 LCRA's Board of Directors, 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. All charges under this Contract shall be pro-rated as necessary to reflect the Effective Date or date of termination of this Contract; in other words, LCRA may include in an invoice up to thirty (30) additional days in a billing period to account for water reserved, released, diverted or impounded during days following execution or prior to 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.

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 Monthly Reservation Charge and/or Use Charge and any late payment charges, as specified herein.
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 the Monthly Reservation Charge, and/or Use Charge, shall also show any amount of water that PURCHASER had made available to it in excess of the Maximum Annual Quantity during the previous calendar year, as well as the corresponding Excess Use Charge.
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 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, as authorized by Chapter 271, Texas Local Government Code.

**C. MEASURING WATER.**

1. To measure the amount of water diverted by PURCHASER hereunder, PURCHASER agrees at PURCHASER's expense to install such measuring and recording devices or methods as are approved by LCRA (the "Meter"), such Meter to permit, within five percent (5%) accuracy, determination of quantities of raw water diverted from the reservoir or stream hereunder in units of 1,000 gallons. LCRA shall have the right to approve both the design of the meter as well as the location of its installation. PURCHASER must repair, replace or make necessary improvements to a meter that is not in compliance with this Contract or LCRA's Water Contract 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.
  - a) PURCHASER agrees to provide LCRA's representatives access across PURCHASER's property for inspection, testing and reading of the Meter. PURCHASER shall locate the meter in a manner that provides LCRA with reasonably safe access to the Meter for the purpose of making meter readings, testing, and/or periodic inspections.

- b) 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.
  - c) PURCHASER shall furnish to LCRA a report of such test results. Readings within five percent (5%) of accuracy shall be considered correct.
  - d) In the event PURCHASER fails to test the Meter for a period of fifteen (15) consecutive months, PURCHASER agrees to pay LCRA for the actual cost of testing the Meter plus a fifty dollar (\$50) administrative fee. LCRA will provide PURCHASER a written invoice of the cost of testing the Meter, and said invoice will be subject to the payment terms provided in section II.B of this Contract.
  - e) 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.
  - f) 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.
  - g) 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.
  - h) 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.
2. 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 as follows:

- 1. If PURCHASER is current on all payments due to LCRA under this Contract and the MAQ is less than 500 acre-feet, PURCHASER may terminate this Contract or reduce the

MAQ as set forth in this section at any time following the expiration of five (5) years, measured from the Effective Date, by providing at least one year's prior written notice to LCRA. If the MAQ is 500 acre-feet or more, Purchaser's ability to terminate or reduce the MAQ is limited as follows: beginning with the five-year anniversary of the Effective Date of the contract, Purchaser may: (a) reduce its MAQ by up to 25 percent of the original contract quantity once every five years; or (b) if LCRA's other firm, non-temporary commitments have increased in an amount greater than projected under LCRA's Water Supply Resource Plan, Purchaser may terminate the contract or reduce the MAQ by a quantity greater than 25 percent.

2. 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."
3. If PURCHASER fails to comply with its Water Conservation Plan, its Drought Contingency Plan, or any applicable LCRA nonpoint source water pollution abatement ordinance, or if 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 may terminate, at its sole option, 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.
4. 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.
5. 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.
6. 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.
7. 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 this Contract terminate on or after the denial or termination of any permit required by this Contract..

PURCHASER shall remain liable for all fees and charges, including any non-refundable Pre-paid Reservation Charges, accruing under the Contract through the date the Contract is terminated, including but not limited to a pro-rated Reservation Charge, which shall be calculated based upon the excess of the Maximum Annual Quantity, pro-rated to the date of termination, over the amount of water made available to PURCHASER 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.

**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.

**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 under this Contract may be delivered by facsimile transmission or by certified mail, return receipt requested. If delivered by facsimile transmission, notice shall be deemed effective as of the facsimile send date, provided that any notice sent by facsimile must also be sent the same date by first-class mail. If delivered by certified mail, return receipt requested, notice shall be deemed effective five (5) days after the date on which the notice is post-marked.

All notices and invoices to PURCHASER shall be addressed as set forth in the General Terms of this Contract.

All notices and 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 from Lake Travis 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; and, v) PURCHASER is not in default under this Contract at the time of such assignment.

**I. COMPLIANCE WITH FILING REQUIREMENTS.**

LCRA agrees to file a copy of this Contract with the Executive Director of the TCEQ, 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 the 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 Lake Travis Nonpoint Source Pollution Control Ordinance, the Upper Highland Lakes Nonpoint Source Pollution Control 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.Q 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, Army Corps of Engineers 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 "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 were actually built 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.

**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.

**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).

**H. DISPUTE RESOLUTION.**

**1. Settlement by Mutual Agreement.**

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 binding arbitration in accordance with the provisions of subsection (2) and Exhibit H. Upon the receipt of notice of referral to arbitration hereunder, and except as otherwise expressly provided by this Contract, the Parties shall be compelled to arbitrate the Dispute or Controversy in accordance with the terms of this Section IV.H and Exhibit H without regard to the justiciable character or executory nature of such Dispute or Controversy.

**2. Arbitration.**

Except as otherwise expressly provided by this Contract, each party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of subsection (1) may be submitted to binding arbitration hereunder and, if submitted timely according to this Contract, shall be resolved exclusively and finally through such binding arbitration. Except as otherwise expressly provided by this Contract, this Section IV.H and Exhibit H constitute a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising under or in connection with this Contract within the meaning of Section 171.001 of the Texas Civil Practice and Remedies Code.

**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 INDEMNITY 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 LCRA's Board of Directors 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.**

In accordance with LCRA Board Policy 501, Water Resources Management, 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.



**EXHIBIT B**

DESCRIPTION OF POINT(S) OF AVAILABILITY

ROBERT HILTON  
3.04 ACRES  
VOL. 12406, PG. 1313

SCOTT MULLICAN  
1.84 ACRES  
VOL. 12728, PG. 928

L.C.R.A. (TRACT 1)  
320 ACRES  
VOL. 1743, PG. 145

MONTVIEW DRIVE

D. & W. R.R. CO.  
MONTVIEW ACRES  
BK. 29, PG. 15  
SURVEY NO. 69

N28°16'09"E  
157.99'

N04°50'27"W  
519.81'

N03°38'29"W  
468.67'

S77°00'35"W 3321.09'

N27°00'08"E  
359.52'

LAKE  
AUSTIN

POINT OF  
DIVERSION

BANK OF LAKE AUSTIN

2771 ACRES  
TRACT 1 - EXHIBIT "A"  
TAYLOR WOODROW COMMUNITIES/  
STEINER RANCH, LTD.  
DOC. NO. 2000009809

TRACT 1  
TAYLOR WOODROW COMMUNITIES/  
STEINER RANCH, LTD.  
DOC. NO. 2000009808

WILLIAM A. HADLEY SURVEY NO. 460  
HATTIE E. HANCOCK SURVEY NO. 70, AB-2589

SCALE : 1" = 600'  
NOVEMBER 2002  
TRAVIS COUNTY, TEXAS

LEGEND

- IRON ROD FOUND
- IRON ROD SET
- ⊙ IRON PIPE FOUND
- △ CALCULATED POINT
- ★ 60d NAIL FOUND

DRAWING to ACCOMPANY FIELDNOTE No. N/A

**Carter & Burgess**

Consultants In Surveying,  
Engineering, Architecture,  
Construction Management,  
and Related Services

Carter & Burgess, Inc.  
2705 Bee Cave Road  
Suite 300  
Austin, Texas 78746  
Phone: 512.314.3100  
Fax: 512.328.8872  
[www.c-b.com](http://www.c-b.com)

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**EXHIBIT C & D**

DESCRIPTION OF SERVICE AREA





**EXHIBIT E**

**WATER CONSERVATION PLAN**

**WATER CONSERVATION  
AND  
DROUGHT CONTINGENCY PLAN**

**I. INTRODUCTION AND BACKGROUND**

**A. PURPOSE AND POLICY**

Water District No. 17 is a Water Control and Improvement District (WCID) created by an order of the Commissioner's Court of Travis County, Texas on December 8, 1958, and confirmed by the voters within the District on February 28, 1959. As a political subdivision of the County, the District is retail, non-profit, public utility with the rights, powers, privileges, and authority established by the general laws of the State of Texas, particularly Chapter 51 of the Texas Water Code. The District is subject to the continuing supervision of the Texas Commission on Environmental Quality (TCEQ) and federal agencies, and is located within the extraterritorial jurisdiction of the cities of Austin, Lakeway, and Bee Caves.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is a taxing authority, and may issue bonds and other forms of indebtedness to purchase or construct such facilities.

The TCEQ adopted revisions to Title 30, Texas Administrative Code (TAC), Chapter 288-Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements in 2004. The TCEQ regulations require retail public water suppliers with 3,300 or more connections to submit a conservation plan to include specific, quantified targets for water use savings to be achieved during periods of water shortage and drought. This Plan, adopted May 17, 2012, supersedes the WCID No. 17's Water Conservation and Drought Contingency Plan which was approved by the District's Board of Directions in 2008 and revised in 2011.

In order to conserve and protect the integrity of the available water supply, with particular regard for domestic water use, sanitation, and fire protection, and to protect public health, welfare, and safety and minimize the adverse impacts of water shortage or other water supply emergency conditions, Travis County Water District No.17 has formulated these policies, regulations and restrictions on the delivery and consumption of water.

The policies presented in this plan are needed to efficiently manage the water available to the District for the benefit of all customers. Continued use of water in a manner not in compliance with this plan during times of water shortage or other

emergency water supply conditions is deemed to constitute a violation of a District ordinance which subjects the offender(s) to penalties as defined herein.

## B. DESCRIPTION OF THE PLANNING AREA AND UTILITY SYSTEM

### 1. The District

Water District No.17 is located west of the City of Austin in Travis County, Texas, and at creation, encompassed approximately 4,500 acres of land. Subsequent annexations, including the annexation of the 4,490-acre Steiner Ranch Defined Area in 1987, have increased the service area to approximately 15,000 acres. The service area is bisected by Ranch Road (RR) 620 and extends from the intersection of RR 620 and Farm to Market (FM) Road 2222 in the north to approximately one mile from the intersection of RR 620 and FM 71 in the south. Approximately 9,399 acres within the District, including all of the Steiner Ranch Defined Area, lie wholly within the extraterritorial jurisdiction of the City of Austin, Texas. The remaining acreage lies within the extraterritorial jurisdiction of the City of Lakeway and the Village of Bee Cave. (See District Map, Appendix B).

In the past 16 years, Travis County WCID No. 17 has grown from a small rural utility to a "large" system serving over 30,000 people. The explosive growth in western Travis County in the Lake Travis area has presented many challenges. The demography of the area has changed rapidly from a rural, summer home, lakeside recreation community to a more densely populated permanent residence area. The majority of homes being built are large, executive style residences with expansive lawns equipped with irrigation systems. Commercial growth has also been explosive in the RR 620 corridor and is continuing. In addition, several multifamily projects have been completed and more are planned. A regional Medical Center will open soon and will be followed by significant local development. Due to the rapid growth and change of the community, water use patterns have been altered. These changed patterns are reflected in the steady increase in water use per account, especially in the residential and landscape irrigation areas (see Historical Data, Appendix D).

### 2. Water System

Water District No. 17 obtains water from Lake Travis pursuant to a contract with the Lower Colorado River Authority (LCRA) extending to the year 2050, which authorizes withdrawal of up to 8,800 acre-feet per year, or an average of 7.85 million gallons per day. Water is treated using membrane microfiltration and disinfected with chloramines. The District's existing water treatment facilities are sufficient to treat approximately 16 million gallons per day or serve approximately 16,000 living unit equivalents (LUE's). The District is currently serving approximately 10,200 accounts, and growth is estimated at 3-5 percent per year for the next several years. The remaining capacity in the water supply

facilities is available to all potential customers within the service area on a first come first served basis. The water system is served by 24-inch transmission mains located along RR 620. Fifteen water tank sites, with a combined capacity of approximately over 10 million gallons provide storage and pressure is provided by nine 2100-gallon per minute high service pumps and six auxiliary pumping stations (See Appendix B). The District's water production and distribution system, sanitary sewer collection, and treatment and storm water systems have been designed and constructed in accordance with the criteria of various regulatory agencies including Travis County, City of Austin, and the TCEQ.

### 3. Wastewater Systems

Water District No.17 currently operates four wastewater treatment facilities; a 1.5 million gallon per day plant serving the Steiner Ranch area, a 500,000-gallon per day serving the Flintrock Falls area and most of the southern part of the district, a 100,000 gallon per day facility serving the Comanche Trail area and a 50,000 gallon per day system serves the neighborhood of Commander's Point. Treated effluent from the Steiner and Flintrock plants is disposed of on two 18 hole golf course and via drip irrigation on adjacent land tracts.

The wastewater system services approximately 5,700 customers with build-out to 8,500 customers.

## C. OVERALL PLAN GOALS

The plan has two components; the **Water Conservation Plan** and the **Drought Contingency Plan**. The **Water Conservation Plan** is to establish general policy and define general goals as well as specific five-year and ten-year goals.

1. Conserve the overall water supply in Lake Travis.
2. Reduce peak demand - ensure that demand for water does not exceed the amount of treated water available.
3. Provide the public with information to encourage water conservation and decrease waste.
  - a. Ensure that conservation information and incentives are available for customers across demographic sectors and geographic areas.
  - b. Make every customer aware of how he or she uses water.
  - c. Communicate steps taken by the District to use water more efficiently.
  - d. Be active in local and national organizations which promote water efficiency and water research.
4. Decrease the average water usage per connection.
5. Limit unaccounted for water use to less than eight percent of water pumped.

6. Provide for increased use of recycled and raw water.

The overall goal of the **Drought Contingency Plan** is to establish a set of procedures initiated by certain conditions to prevent loss of water supply to any customer during periods of high demand and/or low supply. To accomplish these goals, this plan will:

1. Establish trigger conditions.
2. Outline a management plan.
3. Specify public information and education policies.
4. State initial update and termination notice procedures.
5. State implementation and enforcement procedures.

#### D. COORDINATION WITH REGIONAL WATER PLANNING GROUP AND OTHER LOCAL ENTITIES

The service area of WCID No. 17 is located within state regional water planning area Region K. The District provides water information and copies of this plan to the Region K Board, the Texas Water Development Board (TWDB), the Texas Commission on Environmental Quality (TCEQ), and the Lower Colorado River Authority (LCRA). The District consults with and coordinates conservation and drought planning implementation with all local entities including Lakeway Municipal Utility District, Hurst Creek Municipal Utility District, and the cities of Bee Cave, Lakeway, Austin and Cedar Park.

## II. WATER CONSERVATION PLAN

### A. PLAN ELEMENTS

The plan has eight elements, all of which are equal in importance and the implementation of which will be periodically reviewed to ensure progress is being made in each area:

#### 1. Education and Information

The single most effective means of educating the water consumer on the consequences of wasting water is providing relevant, timely information on the benefits of conservation and the means by which it can be accomplished. The District obtains excellent educational literature from the Texas Water Development Board (TWDB), LCRA, and the City of Austin, as well as from such sources as the TCEQ, Texas Municipal Utility Association, and the American Water Works Association. Literature is provided through billing envelopes. A wide variety is also available at all times at the District's office. Articles concerning conservation are published regularly in the local newspaper and in the District's newsletter, "The Waterline". Information on conservation and drought contingency stages is available on the Water District No.17 website ([wcid17.org](http://wcid17.org)). In addition, a direct mailing of conservation reminders is conducted annually. Examples of enclosures and brochures are included in Appendix I.

#### 2. Conservation Oriented Rate Structure

The District has always used an increasing block rate structure for all customers, however, in 2005, the District revised rates to encourage water conservation. The new rate structure does not include water in the base rate, so that customers with minimal usage do not pay for water they do not use. The revised rate structure has more blocks with the price increasing the most for residential customers using over 50,000 gallons per month. A rate structure for commercial and governmental entities has also been identified. The revised rate structure is included in Appendix G.

#### 3. Meter Repair and Replacement

Inaccurate metering is one possible cause for unaccounted for water, and since meter readings form the basis for data gathering on production, usage and sales, maintaining accurate meters is a high priority. District No.17 currently has approximately 10,300 metered accounts with the vast majority of accounts using 5/8" or 3/4" meters. While residential meters are made to last 15-20 years, they will be changed out every 15 years or less or approximately every two million gallons. Meters are read monthly, and every effort is made to identify malfunctions resulting in abnormally high or low readings.

Master meters are checked monthly and changed out every five years. Customer meters are also tested at their request. Three years ago, the District installed electronic "radio read" meters throughout the District. The electronic meters are more accurate, faster to read, and have far less re-reads required. The software associated with these meters allows the operator to pull usage graphs back several months. These graphs are invaluable in showing customers what their usage is at any given day and/or time and are also used as a basis for all water audits.

#### 4. Periodic Review and Evaluation of Data

The District routinely monitors production rates and consumption as shown in Appendix D. This monitoring is not only used for billing purposes to calculate raw water purchase from LCRA, but also to satisfy TCEQ regulatory requirements to account for production quantities and individual customer usage on a monthly basis. The results of water meter readings are prepared and analyzed to determine trends of usage, water accountability, and production requirements both near term and future. From this information an evaluation of system operation is made and appropriate action is taken to correct system deficiencies if necessary. A water audit has also been developed by the District to be used as a conservation tool (Appendix H).

#### 5. Leak Detection, Prevention, and Repair

An important element in the operation of an efficient water system is the reduction of water loss. It is the goal of this program to keep the lost water figure under eight percent. In the past five years, WCID No. 17 has held fairly steady on unaccounted for water due to an aggressive program of fire hydrant repair and refurbishment, leak detection and repair, and master meter calibration and comparison. Unaccounted for water now averages approximately eleven percent (Appendix F). An accounting of the amount of water pumped from the plant versus the amount of water sold is kept on a monthly basis. Each major service main leaving the plant has a calibrated master meter which is carefully monitored. A significant increase in water loss or losses greater than 15 percent will trigger an investigation for the cause. Leaks are detected by visual inspection or through the use of standard leak detection equipment when necessary. In cases where substandard water systems have been taken over for operation by the District, leak maps are maintained to identify problem water lines and prioritize these for repair. Substandard water systems are submetered and lost water is individually calculated and tracked for these systems. The District also monitors at least a quarter of the distribution system annually for leaks using advanced leak detection technology.

## 6. Pressure Control

Located in the Hill Country west of Austin, District No.17 has numerous significant elevation differences between storage facilities and customers around Lake Travis. These pressure differentials can result in very high pressure in some areas; and pressures exceeding 150 psi can occur in the distribution system. This high pressure may cause a small opening in a main to leak a large amount of water in a short time. The District uses in-line pressure reducing valves (PRVs) to isolate key areas of the District and eliminate high line pressure in those areas. PRVs are routinely checked for proper operation and immediately repaired if malfunctioning. In addition, the District requires that all customers install individual pressure regulating valves to back up the large reducers and to reduce the in home pressure to less than 80 psi.

## 7. Recycling and Reuse

Water District No.17 supports and encourages water recycling and reuse to the greatest extent possible because these practices are good for the environment, help conserve water, lower irrigation costs for customers, and extend the capacity of potable water treatment plants by reducing demand. Several projects have been implemented which will maximize the District's ability to recycle wastewater effluent and use untreated water for landscaping purposes.

### **Description of Water Reuse Program and Conservation Practices**

Water District 17's reuse program is the largest in the Lake Travis area. It encompasses reuse not only for recycled effluent permitted through the wastewater treatment plants and used to irrigate golf courses, but also extensive landscaping and tree irrigation on medians and rights-of-way as well as common areas for homeowners associations.

District 17 has obtained a Chapter 210 Reclaimed Water Authorization permit for the entire area of the District. This permit allows for many opportunities to make use of recycled water wherever possible. The District operates four wastewater treatment plants, and each one has an associated reuse system. The Steiner Ranch plant can process up to (1.5 million gal/day) one-million, five-hundred thousand gallons per day and is now processing about (800,000 gal/day) eight-hundred thousand gallons per day. Water from this plant is used to irrigate the University of Texas Golf Course; landscaping along Quinlan Park Boulevard and some of the Steiner Ranch Boulevard as well as common areas of the Steiner Ranch Master Association and Steiner Ranch Community Associations. The Steiner Ranch system recycles approximately (240,430,000 gal/yr) two-hundred forty million, four-hundred thirty thousand gallons of water per year.



The Flintrock Falls wastewater treatment plant can process up to (500,000 gal/day) five-hundred thousand gallons per day and is now processing about (200,000 gal/day) two-hundred thousand gallons per day. All water from this plant is used to irrigate the Flintrock Falls Golf Course, and eventually, the plant will provide almost (100%) one-hundred percent of the needed water for the course. District 17 partners with neighboring Hurst Creek Municipal Utility District to share storage in one of the effluent ponds serving the course so that recycled water can be provided by either utility. Additionally, some of the landscaping in the Flintrock Falls common areas uses recycled water. The Flintrock Falls system recycles approximately (62,370,000 gal/yr) sixty-two million, three-hundred seventy thousand gallons per year.

The small Commander's Point wastewater treatment plant treats all of the water from the fifty homes in the Commander's Point neighborhood. Although this plant has a designated land area to irrigate, piping has recently been installed to allow direct irrigation of all Commander's Point Homeowners Association landscaping. This plant now reuses an additional (2,000,000 gal/yr) two-million gallons per year.

The (100,000 gal/day) one-hundred thousand gallon per day, Comanche Trail wastewater treatment plant, serving the Oasis restaurant, recycles water to a close-by grove of willow trees. The landscaping recycles an estimated (1,000,000 gal/yr) one-million gallons per year.

Large homeowner association's common areas now using recycled water from District 17 include:

- Arbolago Neighborhood (District 17 partners with Lakeway Municipal Utility District to allow District 17 water customers to use the closer Lakeway Municipal Utility District effluent for irrigation)
- Longhorn Village Retirement Center in Steiner Ranch
- Steiner Ranch Homeowner Association
- Steiner Ranch Master Association
- Villas at Commander's Point
- Villas at Flintrock Falls, Sections I and II (District 17 partners with Hurst Creek Municipal Utility District to allow District 17 water Customers to get recycled water from the closer utility)

District 17 has additional reuse plans for projects under construction. The largest of these will be the Lakeway Regional Medical Center parkland area estimated at twelve acres. Effluent lines are currently being installed which will eventually irrigate this land with recycled effluent.

In addition, a raw water line and pump station have been constructed at Steiner Ranch, which draws water from Lake Austin to supplement golf course needs and to be used for other landscape irrigation, if necessary. Using this system,

the District will save approximately 150 million gallons of potable water per year.

The District is presently working with Lake Travis ISD and Leander ISD, as the largest users of irrigation water, to explore alternative irrigation (raw or recycled water) or artificial turf options as a means to lower the school districts' water usage and water bills. Lake Travis ISD has four (4) campuses located in the Water District No.17 service area, and Leander also has four (4) campuses.

## 8. Standard Conservation Practices

WCID No. 17 also uses the following conservation practices:

### a. Control of Landscape Irrigation Practices

- 1) Mandating 2 day per week outdoor watering schedule year round for commercial and May to September for residential customers.
- 2) Requiring irrigation in off peak hours during the night and early morning when demand and evaporation rates are lower.
- 3) Encouraging landscape irrigation audits for high users using individual notification. Providing free audits to customers.
- 4) Adopting and enforcing an irrigation ordinance which enforces state laws, requires irrigators to submit plans for review and approval, and requires inspections of installation. Irrigators are required to provide a water budget for each homeowner.

### b. Other Water Saving Practices

- 1) Encouraging retrofit of existing fixtures to water saving types.
- 2) Adopting and enforcing the Uniform Plumbing Code which includes pertinent sections of state law restricting the use of non-water saving fixtures in new construction. The District uses the plumbing code to regulate and conduct plumbing inspections on all residential and commercial installations.
- 3) Recommending water wise and alternative landscaping which uses less water.
- 4) Conducting indoor water audits for commercial accounts.
- 5) Participating in the most cost effective rebate and free equipment programs such as high efficiency toilet distribution, low flow showerhead distribution, and rain gauge distribution.
- 6) Sponsoring and participating in community conservation events.

- 7) Providing comparative information on water bills.
- 8) Contacting customers with usage spikes.
- 9) Encouraging rainwater harvesting and other alternative source systems.
- 10) Requiring regular irrigation audits for large commercial and multi-family properties.

## B. WATER SAVINGS GOALS

The District has reviewed and developed quantifiable five-year and ten-year targets for water savings as required by the TCEQ in Title 30, Chapter 288 of the TAC. The District will use 2011 as the baseline year with five-year goals to be achieved by 2016. The ten-year goals are to be achieved by 2021.

The key elements of these targets are reduction in water loss and conservation as measured by water usage per person per day.

### **GOAL #1**

Reduce real water losses in the distribution system by performance of proactive procedures to include improved response time and efficient leakage management.

#### **Five –Year Target (2016)**

To have unaccounted for water at ten percent or less.

#### **Ten –Year Target (2021)**

To reduce unaccounted for water at eight percent or less.

### **GOAL #2**

(District 17 has achieved its previous five-year goal.) Promote individual and residential water conservation to decrease residential per capita, and per living unit equivalent (LUE), and commercial per account potable water usage of water to the following levels:

#### **Five –Year Target (2016)**

##### **Residential**

Present four-year average equals  
158 gallons/day/capita  
11,710 gallons/month/LUE.

Target: Reduce four year average to  
150 gallons/day/capita  
11,200 gallons/month/LUE.

Commercial

Present four-year average equals  
11,590 gallons/month/LUE

Target: Reduce four-year average to  
11,100 gallons/month/LUE

Ten –Year Target (2021)

Residential

Target: Reduce four-year average to  
142 gallons/day/capita  
10,700 gallons/month/LUE.

Commercial

Target: Reduce four-year average to  
10,600 gallons/month/LUE

**GOAL #3**

Decrease the amount of potable water used for irrigation of athletic fields by encouraging the use of artificial turf, wells, or recycled water.

Five –Year Target (2016)

Reduce amount by 10%

Ten –Year Target (2021)

Reduce amount by 20%

**GOAL #4**

Increase the volume of recycled water used for beneficial reuse purposes. (Present use equals 300 million gallons / year. )

Five-Year Target (2016)

Use 310 million gallons / year

**Ten-Year Target (2021)**

Use 320 million gallons / year

**GOAL #5**

Reduce peak month use per LUE by ten percent.

Current 4-Year average equals 20,160 gallons / month / LUE

**Five-Year Target (2016)**

19,100 gallons / month / LUE peak month

**Ten-Year Target (2021)**

18,200 gallons / month / LUE peak month

**C. BEST MANAGEMENT PRACTICES**

After review of the Districts water usage patterns and annual consumption, the following Best Management Practices (BMP's) have been identified by WCID No. 17 to help conserve water. Goals for these BMP's have set five-year and ten-year targets as listed below. These goals and BMP's have been set up in accordance with the guidelines of TWDB.

**BMP #1**

Continue to refine customer awareness of usage. Continue the conservation oriented incremental block rate structure to discourage the inefficient use or waste of water.

**Near – Term**

- 1) WCID 17 has installed billing software that allows customers to compare water use on their bill with average water use and show their individual water use for the last 12 months. We will continue to enhance and refine this software.
- 2) Offer water audits at no charge to commercial customers.

**Long – Term**

- 1) Update and review rate structure and adjust billing software as needed.
- 2) Install software to allow customers to view bills plus usage online.
- 3) Install software to allow central reading of meters and instantaneous interactive viewing of usage by customers.

- 4) Install software which automatically e-mails customers when a certain water volume has been used.

## **BMP #2**

Enforce measures that prohibit specific wasteful activities related to landscape irrigation.

### Near – Term

Continue to enforce and review irrigation ordinance. Perform irrigation audits for customers as requested.

### Long – Term

Continue implementation and outreach programs to educate customers on and gain support from cities, landscapers, developers and builders to institute water saving landscape regulations.

## **BMP #3**

Continue to review water usage by businesses and schools and encourage programs which promote water conservation such as indoor water audits, development of wells, and installation of artificial turf.

### Near – Term

- 1) Conduct complete indoor water use audits of all schools and large businesses such as hotels.
- 2) Encourage business and schools to implement audit recommendations as budgets allow.
- 3) Encourage school districts to convert to artificial turf for athletic fields or use recycled water.
- 4) Encourage businesses to xeriscape and reduce irrigation as much as possible.

## **BMP #4**

Encourage water wise landscape design.

### Near – Term

- 1) Provide builders and commercial developers with information packets about water wise landscaping.
- 2) Offer workshops at the District for irrigators.

Long – Term

Develop awards programs to motivate community acceptance and conversion to low water use landscapes.

**BMP #5**

Develop outreach programs which can help to promote water conservation in the community.

Near – Term

- 1) Continue to provide builders with information packets which advise water conservation within the home and landscape.
- 2) Identify speakers who would be available to talk with community organizations on water conservation.
- 3) Expand the District's web site to include links to water conservation sites.
- 4) Send out outdoor conservation information pamphlets annually.

Long – Term

- 1) Set-up awards programs to promote water conservation by residential customers.
- 2) Continue to update customer packets and web site.

**D. CONSERVATION PLAN IMPLEMENTATION**

The Board of Directors of WCID No. 17 will adopt this Plan through formal resolution (Appendix A) and implement it through direction to the general manager who is designated as the Conservation and Drought Contingency Coordinator, staff and consultants. Enforcement will be provided by temporary discontinuation of service to those persons not in compliance and fines as listed in the District rates list.

The District will require through contractual arrangements, that any other political subdivision or utility obtaining water from the District adopt a conservation plan approved by the TCEQ equal to or more restrictive than this plan.

**E. ANNUAL REPORTING AND REVIEW**

An annual report describing the implementation, status, and effectiveness of the water conservation plan will be submitted as required to the Texas Water Development Board. The general manager and the district engineer will review this plan annually, and make recommendations to the Board of Directors on any updates or amendments which may be required.

**EXHIBIT F**

**DROUGHT CONTINGENCY PLAN**





### III. DROUGHT CONTINGENCY PLAN

#### A. DECLARATION OF POLICY, PURPOSE, AND INTENT

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 water supply shortage or other water supply emergency conditions, the WCID No. 17 hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this Plan.

#### B. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by WCID No. 17 by means of scheduling and providing public notice of a public meeting to accept input on the plan.

#### C. PUBLIC EDUCATION

Water District No.17 will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of utility bill inserts, public notices, newsletters, and on the website at [www.wcid17.org](http://www.wcid17.org).

The single most effective means of educating the water consumer on the consequences of wasteful water usage is by informing the customer of the consequences of improper water usage and detailing the necessary means of curtailing such usage. An excellent source of educational literature is available through the TWDB in Appendix I. Because the majority of the District is located in the ETJ of the City of Austin, and because LCRA provides raw water to the District, both LCRA and the City of Austin have made available extensive programs of publications, information, and public relations efforts to promote water conservation. The District works effectively with these adjacent regulatory agencies in the distribution of beneficial water usage information.

1. Continuing programs will consist of five activities:

- a. A fact sheet explaining the Plan will be developed and posted on the District website.
  - b. An article correlated with a fact sheet on the plan will be published in local newspapers.
  - c. New customers will be provided with "Homeowner's Guide to Water Use and Water Conservation" and specific information about drought stages.
  - d. A newspaper article will advise water customers that the Homeowner's Guide is available through the District.
  - e. Conservation brochures and information articles will be mailed to district customers at least once a year, and more often during dry conditions.
2. Long-Term programs will consist of several activities each year:
- a. A brochure emphasizing new or innovative means for conserving water will be distributed to customers by mail.
  - b. A newspaper article will target one particular household, water using utility, or item and method for conserving water (dishwasher, shower, toilet, laundry).
  - c. A brochure relating to outside household use, car washing, lawn watering, time of day, water practices correlated to weather predications.
  - d. A newspaper article correlated to conservation and seasonal outdoor water use will be published.
  - e. Distribution of Homeowner's Guide to customers will continue.
  - f. New customers will be advised of Conservation Programs and provided with a copy of Homeowner's Guide.
  - g. An information packet on water-wise landscaping will be given to home builders.

The District will make resource materials available from the TWDB and other agencies or organizations that develop pertinent information or data.

#### D. AUTHORIZATION

The District's general manager or staff designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The general manager shall have the authority to initiate or terminate drought stages or other water supply emergency response measures as described in this Plan.

## E. APPLICATION

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by WCID No. 17. The terms "person" and "customer" as used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## F. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Automated irrigation: Irrigation by means of a system controlled by a timer or other remote controller.

Bubblers: Irrigation heads that produce very low pressure, large volume of output, usually from a single small tube which flood the soil area surrounding the bubbler head.

Commercial and institutional water use: Water use, which is integral to the operations of commercial and non-profit establishments, governmental entities, schools, hospitals, retail establishments, hotels and motels, restaurants and office buildings.

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.

Customer: Any person, company, or organization using water supplied by Water District No.17.

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.

Drip irrigation: A typically fixed irrigation method which allows water to drip slowly directly at the plant either on the soil surface or at the root zone through a network of small piping or tubing and emitters or micro spray heads.

Hardscape: Impermeable areas including patios, decks and paths, driveways and sidewalks.

Hose end sprinkler: Garden hose equipped with a removable portable sprinkler which is moved from place to place by hand and turned on and off by hand.

Industrial water use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

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

Non-essential water use: Water uses that are not essential or required for the protection of public, health, safety, and welfare, including:

- a. Irrigation of landscaped areas, including parks, athletic fields, and golf courses, except as otherwise provided under this Plan;
- 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 or to perform dust control;
- 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 or Jacuzzi-type pools;
- g. Use of water in a fountain or pond for aesthetic purposes except where necessary to support aquatic life;
- h. Failure to repair a controllable leak(s) within a reasonable period after having been given notice;
- i. Use of water from hydrants for construction purposes or any other purposes other than fire fighting or flushing;
- j. Use of water for hydro-mulching or chemical lawn treatment.

Overhead irrigation: An irrigation method that delivers water to the landscape in a spray or stream-like manner from above-ground irrigation nozzles with output expressed in gallons per minute (includes micro-misters.)

Overspray: Water that would be delivered by irrigation nozzles beyond the targeted landscape area during windless conditions onto any adjacent hardscapes or other non-landscaped areas during an irrigation cycle.

Residential Use: Single or multifamily residential water use including homeowner associations, home and irrigation use.

Runoff: Irrigation water that is not absorbed by the soil or landscape area to which it is applied and which flows onto other areas.

Soaker hose: A garden hose with small holes in it used for delivering low pressure water to soak plant beds. A porous rubber hose which allows water to weep slowly into the soil watering deeply. These systems can be fixed or moveable.

Water waste: Water waste at any time will be considered a violation of this ordinance punishable by applicable fines. Water waste is defined as:

- a. Overspray irrigation causing water to run down the street into the storm drains;
- b. Failure to repair a controllable leak within a reasonable amount of time after discovering it or being given notice;
- c. Allowing an unattended hose to run without a shutoff nozzle; or
- d. Violation of any water conservation measure currently in force.

#### G. CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The District's general manager, as the Water Conservation and Drought Contingency Coordinator, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, and determine when the specified "triggers" are reached. A summary has been developed for customers to reference (Appendix L).

In addition, based on water supply and water demand information, The District may order that the appropriate Stage of Water Conservation be implemented or terminated in accordance with the applicable provisions of the LCRA Drought Contingency Plan. Termination of a particular Stage shall be accomplished by a Written Notice to advance to a subsequent Stage or withdraw to a previous Stage. Advancement or withdrawal to any Water conservation Stage shall not be limited to any particular order of Stages, but shall be based on the current water supply shortage and drought conditions and the target water conservation goal applicable to that situation.

The triggering criteria described below are based on a statistical analysis of the vulnerability of the water source under drought of record conditions, and are also based on current WCID No. 17 system water treatment capacity limits.

## **NORMAL CONSERVATION CONDITIONS at All Times Regardless of Demand**

Commercial and Multi-family customers shall adhere to a mandatory 2 day per week outdoor watering schedule throughout the year. (Residential customers including single family, duplexes, triplexes and fourplexes shall adhere to a mandatory two (2) day per week outdoor watering schedule from May 1<sup>st</sup> to September 31<sup>st</sup>.) Hotels and motels shall be required to offer their customers the option of reusing linens and towels. Further restrictions on water use shall be imposed depending on the water demand as defined by the stages below. Any single condition for a stage will trigger actions for that stage.

## **STAGE 1 Triggers – MODERATE Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 1 when:

1. Mandatory May 1 through September 30<sup>th</sup>, annually;
2. Average daily water consumption reaches 90% of production capacity for one week;
3. Daily water consumption has existed at 90% of production capacity for three consecutive days;
4. When the drought contingency measures of the LCRA Water Management Plan triggers Stage 1 restrictions for LCRA firm water customers; or
5. The combined storage in lakes Travis and Buchanan drops below 1.4 million acre feet or the Lake Travis level drops below approximately 652 feet.

### Requirements for Termination (Stage 1)

If Stage 1 is implemented under conditions #2 or #3 then the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven consecutive days. If implemented under conditions #1, #4 or #5, Stage 1 may be terminated when those conditions no longer exist.

## **STAGE 2 Triggers - ELEVATED Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 2 when:

1. Daily water consumption reaches 95% of rated production capacity for two consecutive days;

2. Extremely hot weather conditions or water system delivery limitations will exist for five consecutive days or more;
3. Equipment such as non redundant storage tanks or pumps must be taken out of service for more than one day;
4. Part or all of the distribution system is disabled or compromised by damage from accident or weather but can be restored within five days;
5. Storage capacity does not return to normal levels within a 24 hour period;
6. The drought contingency measures of the LCRA Water Management Plan trigger the requirement that municipal firm water customers implement mandatory water restrictions; or
7. The combined storage in lakes Travis and Buchanan drop below 900,000 acre feet or the Lake Travis level drops to 636 feet.

#### Requirements for Termination (Stage 2)

Stage 3 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution system or equipment after repairs or maintenance. Upon termination of Stage 2, Stage 1 becomes operative unless otherwise directed.

### **STAGE 3 Triggers – SEVERE Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 3 when:

1. Any of the Stage 2 triggers are in effect; and
2. The combined storage in lakes Travis and Buchanan drops below 750,000 acre feet or the Lake Travis level drops to 629 feet.

#### Requirements for Termination (Stage 3)

Stage 3 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution system or equipment after repairs or maintenance. Upon termination of Stage 3, Stage 2 becomes operative unless otherwise directed.



## **STAGE 4 Triggers – CRITICAL Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 4 when:

1. Daily water consumption reaches 110% of treatment capacity;
2. Daily water consumption will not allow storage levels to be maintained;
3. System demand exceeds available high service pump capacity;
4. The drought contingency measures of the LCRA Water Management Plan trigger the requirement that municipal firm water customers implement mandatory Stage 3 water restrictions; or
5. The combined storage in lakes Travis and Buchanan drops below 600,000 acre feet or the Lake Travis level drops to 620 feet.

### Requirements for Termination (Stage 4)

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days. Upon termination of Stage 4, Stage 3 becomes operative unless otherwise directed.

## **STAGE 5 TRIGGERS – EMERGENCY Water Demand Condition**

Customers shall be required to comply with the requirements and restrictions of Stage 4 when:

1. Major line breaks or pump or system failure, which causes severe loss of capability to provide water service;
2. Water system or source is contaminated either accidentally or intentionally. Severe emergency conditions will be declared immediately upon detection;
3. Exceptional drought conditions or water supply limitations exist such that the Lake Travis level limits pumping capacity; or
4. The combined storage in lakes Travis and Buchanan drops below 400,000 acre feet or the Lake Travis level drops to 610 feet.

### Requirements for Termination (Stage 5)

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution

system or equipment after repairs or maintenance. Upon termination of Stage 5, Stage 4 becomes operative unless otherwise directed.

## **STAGE 6 TRIGGERS – WATER ALLOCATION**

Customers shall be required to comply with the water allocation plan prescribed and comply with the requirements and restrictions for Stage 6 when:

1. Failure of a major component of the system would cause an immediate health or safety hazard;
2. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
3. Natural or man-made contamination of the water supply source(s).

### Requirements for Termination (Stage 6)

Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three consecutive days.

## **H. ACTIONS REQUIRED FOR DROUGHT RESPONSE STAGES**

The District's general manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this Plan, shall determine that a moderate, elevated, severe, emergency or water allocation stage exists and shall implement the following notification procedures:

### **Notification of the Public**

The District's general manager or his/her designee shall notify the public by means of the following methods as appropriate to each condition:

1. Publication in a newspaper of general circulation;
2. Direct mail to each customer, notes placed in billing envelopes;
3. Public service announcements on television or radio, or through signs posted in public places throughout the District;
4. Notification through the use of telephone networks to neighborhood associations and other public entities; or
5. Posting on the WCID No. 17 website ([www.wcid17.org](http://www.wcid17.org)).

The District's general manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities as required:

1. Members of the Board of Directors.
2. Fire Chief and/or County Emergency Management Coordinator(s).
3. State Disaster District/Department of Public Safety.
4. TCEQ (required when mandatory restrictions are imposed).
5. Major water users.
6. Critical water users, (i.e., hospitals).
7. Parks / street superintendents & public facilities managers.

## **STAGE 1 - MODERATE Water Demand Conditions**

**Goal:** Achieve a 10 percent reduction in daily water demand

**Action:** Water Use Restrictions

1. Residential customers including duplexes, triplexes and fourplexes shall adhere to a mandatory two (2) day per week outdoor watering schedule from May 1<sup>st</sup> to September 31<sup>st</sup>. (Commercial and Multi-family customers shall adhere to a mandatory two (2) day per week outdoor watering schedule throughout the year.) A landscaped area may only be watered by one method per scheduled day; e.g., customers that utilize automated systems may not water the same landscape again using hose end sprinklers. If additional watering is required, it must be done using a hand held hose.
2. Landscapes may be irrigated only between the hours of 12:01 a.m. and 10:00 a.m. and 7:00 p.m. to 11:59 p.m. on designated watering days.
3. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on any day, any time.
4. No other water uses are restricted under this Stage.
5. All variances may be granted under this Stage.

## **STAGE 2 - ELEVATED Water Demand Conditions**

**Goal:** Achieve a 20 percent reduction in daily water demand

**Action by** WCID No.17:

1. Reduce or discontinue flushing of water mains.
2. Reduce or discontinue irrigation of public landscaped areas; use of reclaimed water for non-potable purposes will be allowed.
3. Notify customers by mail with suggestions for ways to reduce usage.
4. Monitor and report excessive usage.
5. Issue warnings and fines as necessary.
6. Ensure all production equipment is operating at maximum capacity.
7. Activate interconnects and purchase water from neighboring utilities if necessary and available.

### **STAGE 2 Action: Water Use Restrictions**

1. All customers shall adhere to a mandatory two (2) day per week outdoor watering schedule with modified hours.
2. Automated irrigation systems may only be operated from the hours of 12:01 a.m. to 10:00 a.m. on designated watering days. (10 hours per day, 20 hours per week.)
3. Hose end sprinkler users are restricted to 10 hours on their watering day between the hours of 12:01 a.m. to 10:00 a.m. and 7:00 p.m. to 11:59 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No other water uses are restricted under this Stage.
7. All variances may be granted under this Stage except those for climate driven irrigation controllers.

### **STAGE 3 – SEVERE Water Demand Conditions**

**Goal:** Achieve a 25 percent reduction in daily water demand

**Action by** WCID No. 17:

1. Reduce or discontinue flushing of water mains.
2. Reduce or discontinue irrigation of public landscaped areas; use of reclaimed water for non-potable purposes will be allowed.
3. Notify customers by mail with suggestions for ways to reduce usage.
4. Monitor and report excessive usage.
5. Issue warnings and fines as necessary.
6. Ensure all production equipment is operating at maximum capacity.
7. Activate interconnects and purchase water from neighboring utilities if necessary and available.

### **STAGE 3 Action: Water Use Restrictions**

1. All customers shall adhere to a one (1) day per week outdoor watering schedule.
2. Automated irrigation systems may only be operated between the hours of 12:01 a.m. and 10:00 a.m. on designated watering day. (10 hours per week only.)
3. Hose end sprinkler users are restricted to 10 hours on their watering day between the hours of 12:01 a.m. to 10:00 a.m. and 7:00 p.m. to 11:59 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No bulk water hauling will be allowed out of the District except for municipal users with no other water source.
7. Cars and boats may only be washed once per week, any day any time with shutoff nozzle required.
8. Commercial fountains and water features must be shut off.

9. No other water uses are restricted under this Stage.
10. All variances may be granted under this Stage except those for climate driven irrigation controllers.

## **STAGE 2 & STAGE 3 EXEMPTIONS**

### **STAGE 2 & STAGE 3 restrictions do not apply to the following uses of water:**

1. The necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as for capital improvement construction projects.
2. The necessary use of water, other than for landscape irrigation, for land development (such as roadway base preparation, flushing of utility lines, concrete and asphalt work) and for building construction processes.
3. The necessary use of water for repair of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems.
4. Irrigation of landscaped areas using treated wastewater effluent (reclaimed water.)
5. Irrigation of plants in nursery businesses.
6. Irrigation of community vegetable gardens.
7. Irrigation of landscaped areas using well water or raw lake water.

## **STAGE 4 - CRITICAL Water Demand Conditions**

**Goal:** Achieve a 30-50 percent reduction in daily water demand

**Action by** WCID No. 17:

1. Discontinue flushing water mains unless absolutely necessary for public health.
2. Activate inter-connections and purchase water from neighboring utilities if necessary and available.

**Action: Water Use Restrictions**

1. All customers shall adhere to a one (1) day per week outdoor watering schedule.

2. Automated irrigation systems may only be operated between the hours of 12:01 a.m. and 6:00 a.m. on designated watering day. (6 hours per week only.)
3. Hose end sprinkler users are restricted to watering 6 hours on their designated day between the hours of 6:00 a.m. to 10:00 a.m., and 7:00 p.m. to 9:00 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No bulk water hauling will be allowed out of the District except for municipal users with no other water source.
7. The use of water for construction purposes or dust control from designated fire hydrants under special permit will be discontinued. Reclaimed or raw water, if available, may be used.
8. The use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited.
9. Operation of any ornamental fountain or pond for aesthetic purposes is prohibited except where necessary to support aquatic life or where these features use reclaimed water.
10. No new pool permits or irrigation permits will be issued.
11. No hydro-mulching or watering of chemical lawn treatments is allowed.
12. No new variances will be granted for any reason.

## **STAGE 5 - EMERGENCY Water Demand Conditions**

### **Action: Water Use Restrictions**

1. ALL outdoor and other non-essential water use is prohibited.
2. NO variances will be granted. Variances in effect are cancelled.
3. Commercial car washes must cease operation.

## STAGE 6 – WATER ALLOCATION

In the event that water shortage conditions threaten public health, safety, and welfare, the District's general manager is hereby authorized to allocate water according to the following allocation plan:

### **Single – Family Residential Customers (Stage 6)**

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<u>PERSONS PER HOUSEHOLD</u>	<u>GALLONS PER MONTH</u>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per Household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two persons unless the customer notifies the District of a greater number of persons per household on a form prescribed by the general manager. The general manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the District office to complete and sign the form claiming more than two persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the District. When the number of persons per household increases, so as to place the customer in a different allocation category, the customer may notify WCID No. 17 on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the District in writing within two days. In prescribing the method for claiming more than two persons per household, the District shall adopt methods to insure accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the District of a reduction in the number of person in a household shall be fined not less than \$100.00.

Residential water customers shall pay the following surcharges:

3% of base for the first 1,000 gallons over allocation.

5% of base for the second 1,000 gallons over allocation.



10% of base for the third 1,000 gallons over allocation.

25% of base for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

#### **Master-Metered Multi-Family Residential Customers (Stage 6)**

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit unless the customer notifies WCID No. 17 of a greater number on a form prescribed by the general manager. The District's general manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the District offices to complete and sign the form claiming more than two dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the District's general manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the WCID No. 17 in writing within two days. In prescribing the method for claiming more than two dwelling units, the general manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify WCID No. 17 of a reduction in the number of persons in a household shall be fined not less than \$250.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

3% of base for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

5% of base thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

10% of base thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

25 % of base thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

#### **Commercial Customers (Stage 6)**

A monthly water allocation shall be established by the District's general manager or his/her designee, for each non-residential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's

billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The District's general manager shall give his/her best effort to see that notice of each non-residential customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Water District office to determine the allocation. Upon request of the customer or at the initiative of the general manager the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the general manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 1,000 gallons through 10,000 gallons per month:

5% of base per thousand gallons for the first 1,000 gallons over allocation.

10% of base per thousand gallons for the second 1,000 gallons over allocation.

20% of base per thousand gallons for the third 1,000 gallons over allocation.

25 % of base per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is greater than 10,000 gallons per month or more:

1.2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

1.5 times the block rate for each 1,000 gallons from 5 percent though 10 percent above allocation.

1.8 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

2.0 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to that customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

## **Industrial Customers (Stage 6)**

A monthly water allocation shall be established by the District's general manager or his/her designee, for each industrial customer, which uses water for processing purposes. The industrial customer's allocation shall be approximately 90% of the customer's water usage baseline. Ninety days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85% of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 12 month period ending prior to the date of implementation of Stage 2 of the Plan, if the industrial water customer's billing history exists. The general manager shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the District to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the District's general manager, the allocation may be reduced or increased: (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shut down or significantly reduce the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the District's general manager or alternatively, a special water allocation review committee. Industrial customers shall pay the following surcharges:

Customers whose allocation is 1,000 gallons through 10,000 gallons per month:

5% of base per thousand for the first 1,000 gallons over allocation.

10% of base per thousand gallons for the second 1,000 gallons over allocation.

20% of base per thousand gallons for the third 1,000 gallons over allocation.

25% of base per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is greater than 10,000 gallons per month or more:

1.2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

1.5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

- 1.8 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.
- 2.0 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein "block rate" means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

## I. VARIANCES

The District's general manager may grant temporary variances for water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause a condition adversely affecting the health, sanitation, or fire protection for the public or 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.
3. Special circumstances exist as indicated below:

### Residential / Commercial New Lawn / Landscaping

Customers may apply for a variance if they are installing a new landscape at the time of construction or a new home or commercial business. Where a home closing or permit is dependent on establishment of landscape, variances are for 30 days:

- 15 days - water every day;
- 15 days - water every other day;
- No watering between the hours of 10:00 a.m. and 7:00 p.m.; and
- Following the variance period, the property is expected to return to the watering schedule currently in effect.

### Large Properties / HOAs / Schools / Parks

Large landscaped areas which cannot to be watered in one day may be divided up into multiple days. A written schedule must be filed with the District detailing days, times and specific sections to be irrigated.

## Weather Based Irrigation Controllers

Customers with irrigation controllers connected to and controlled by instruments monitoring local weather may be granted a variance from watering days and times during Stage 1 ONLY. Presence and function of the controller must be verified by District staff prior to a variance being granted.

## Special Circumstance Variances

Variances may be granted when compliance with the watering restrictions adversely affects health and safety, fire protection, herbicide / pesticide application, or substantially threatens an applicant's primary source of income. Please note the following policies for special Circumstance variances during watering restrictions:

### Schedule Conflicts

Customers who are regularly required to work out of town on their scheduled watering day and must water by sprinkler hose may submit a statement attesting to the work conflict. These requests will be evaluated on a case-by-case basis. If the variance is approved, an alternate watering day will be assigned for the duration of restrictions. Variances for other problems will also be evaluated on a case-by-case basis.

Variances will not be granted for personal conflicts including religion, sports, vacation, or trash pickup days.

### Health Variances

Customers with a medical condition that requires them to receive assistance with watering.

Persons requesting a variance from the provisions of this ordinance shall request the variance at the District office in person or by letter, by e-mail or phone within five days after the Plan or a particular drought response stage has been invoked. The District staff will make every effort to work with customers to establish a satisfactory solution to water use problems. All requests for variances shall be reviewed by the District's general manager or his/her designee, and shall include the following:

1. Name, address, contact phone and email of the petitioner(s) and address of the property affected.
2. Type of variance requested, or specific provision(s) of the Plan from which the petitioner is requesting relief.
3. Reason for variance request.

4. Description of the relief requested.
5. Period of time for which the variance is sought.
6. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan if applicable.

After the expiration of a variance, the property is expected to return to the watering schedule currently in effect. No variance shall be retroactive or otherwise justify violations of this plan prior to the issuance of the variance.

## J. ENFORCEMENT

1. No person shall knowingly or intentionally allow the use of potable water from WCID No. 17 for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Water Conservation and Drought Contingency Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the general manager, or his/her designee.
2. Any person who violates this Plan is guilty of a misdemeanor and, shall be punished by a fine of not less than \$200.00, and not more than \$2000.00. The first offense will generate a warning; the second offense will warrant a \$200.00 fine, the third \$500.00, fourth \$1000.00, and the fifth \$2000.00. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person or entity commits two or more distinct violations of this Plan, the general manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, and any other costs incurred by the District in discontinuing service. In addition, suitable assurance must be given to the District that the same violation shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through the assistance of the Travis County Sheriff's Office, or through the Travis County District Court.
3. Any person or entity in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, but any such person shall have the right to show that he/she did not commit the violation.
4. Any employee of WCID No. 17, police officer, or other employee designated by the District's general manager, may issue a warning or fine citation to a person he/she reasonably believes to be in violation of this Ordinance.

## K. RECREATION / IRRIGATION WATER USE

Water District No. 17's General Manager will be responsible for the initiation and termination of drought response stages based on the triggering criteria set forth in this Travis County WCID No. 17 Drought Contingency Plan for municipal, recreational, irrigation of common areas and golf course water use to include the UT Golf Club and the Flintrock Falls golf course. Water District No. 17 will also comply with or exceed the requirement of LCRA's Water Management Plan with regard to interruptible raw water supply for recreational uses.

**ORDER OF THE BOARD OF DIRECTORS OF TRAVIS COUNTY WATER  
CONTROL AND IMPROVEMENT DISTRICT NO. 17 TO AMEND THE  
DISTRICT'S SERVICE RULES AND POLICIES - WATER CONSERVATION  
AND DROUGHT CONTINGENCY PLAN**

THE STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

**WHEREAS**, Travis County Water Control & Improvement District No. 17 (the "District") is a conservation and reclamation district operating pursuant to Chapters 49 and 51 of the Texas Water Code; and

**WHEREAS**, the District's has adopted a Service Rules and Policies document (the "Policy"), and the District has incorporated its Water Conservation and Drought Contingency Plan (the "Plan") into the Policy; and

**WHEREAS**, the District desires to update its Plan to include additional drought stages and triggers to better adhere to times of serious drought conditions using both the lake level and combined storage of lakes Travis and Buchanan, and to clarify and simplify additional restrictions for each drought stage; and

**WHEREAS**, the proposed plan has been posted for public comment and a public hearing has been held; and

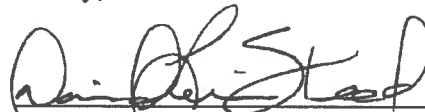
**WHEREAS**, the District's Board of Directors has assessed and considered the proposed changes to the Plan, as provided in Exhibit "A," attached hereto, and it desires to amend its Policy, updating the Plan with such changes; and

**NOW THEREFORE**, it is ordered by the Board of Directors of Travis County Water Control & Improvement District No. 17 as follows:

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

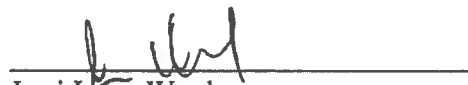
**Section 2:** The District's Board of Directors hereby adopts the changes to its Policy, revising the Plan as provided in Exhibit "A" to this Order.

**PASSED AND APPROVED** this 17th day of May, 2012.



David Lewis Steed  
President, Board of Directors

ATTEST:



Jerri Lynn Ward  
Secretary, Board of Directors







**EXHIBIT G**

DEMAND SCHEDULE

3. a. and b.

#### DEMAND SCHEDULE

The attached sheet shows usage for 2011 and 2012. During these years, District 17 implemented its Water Conservation and Drought Contingency Plan which restricts the irrigation watering days.

The amount requested under the current contract is not expected to increase.

6/26/2013

**Steiner Ranch Reclaimed Water System  
Sources and Uses of Water**

Month/Year	Sources of Reclaimed Water			Uses of Reclaimed Water							Net
	Wastewater Treatment Plant	Raw Water (Lake Austin)	Total Reclaimed Available	UT Golf Course	SRMA Irrigation	SRROA Irrigation	Bull Creek Pumpover	Drip Irrigation	Evaporation	Total Uses	
Jan-11	24,340,000	-	24,340,000	11,333,500	2,539,180	119,100	1,071,600	-	2,434,000	17,497,380	6,842,620
Feb-11	23,249,000	-	23,249,000	8,552,800	6,810,200	51,400	10,054,300	-	2,324,900	27,793,600	(4,544,600)
Mar-11	25,036,000	-	25,036,000	13,376,000	2,348,130	239,200	1,651,100	6,000	2,503,600	20,124,030	4,911,970
Apr-11	25,109,000	78,000	25,187,000	19,388,400	11,190,370	1,194,400	-	-	2,510,900	34,284,070	(9,097,070)
May-11	25,789,000	6,160,000	31,949,000	25,472,100	9,543,730	1,032,400	-	854,200	2,578,900	39,481,330	(7,532,330)
Jun-11	25,247,000	16,476,000	41,723,000	29,847,500	13,214,200	1,562,400	-	154,800	2,524,700	47,303,600	(5,580,600)
Jul-11	25,326,000	6,995,000	32,321,000	29,488,700	12,092,480	1,207,700	-	333,400	2,532,600	45,654,880	(13,333,880)
Aug-11	27,368,000	30,670,000	58,038,000	25,691,600	11,242,710	1,228,300	-	344,400	2,736,800	41,243,810	16,794,190
Sep-11	24,758,000	1,489,000	26,247,000	19,760,200	1,131,670	1,701,600	-	209,400	2,475,800	25,278,670	968,330
Oct-11	26,703,000	3,462,200	30,165,200	15,176,900	29,960,350	1,412,200	-	282,000	2,670,300	49,501,750	(19,336,550)
Nov-11	25,723,000	1,659,000	27,382,000	6,777,400	7,298,760	1,402,000	-	336,000	2,572,300	18,386,460	8,995,540
Dec-11	26,402,000	7,000	26,409,000	15,831,200	4,984,270	439,500	-	283,300	2,640,200	24,178,470	2,230,530
<b>Annual Totals</b>	<b>305,050,000</b>	<b>66,996,200</b>	<b>372,046,200</b>	<b>220,696,300</b>	<b>112,356,050</b>	<b>11,590,200</b>	<b>12,777,000</b>	<b>2,803,500</b>	<b>30,505,000</b>	<b>390,728,050</b>	<b>(18,681,850)</b>
Jan-12	23,680,000	-	23,680,000	9,496,900	2,418,110	57,200	50,000	3,345,000	2,368,000	17,735,210	5,944,790
Feb-12	22,086,000	-	22,086,000	7,665,600	4,075,440	126,500	5,066,800	3,602,000	2,208,600	22,744,940	(658,940)
Mar-12	23,599,000	-	23,599,000	15,086,600	6,878,930	214,500	83,200	3,790,000	2,359,900	28,413,130	(4,814,130)
Apr-12	22,949,000	2,977,000	25,926,000	18,734,400	9,417,770	292,600	-	1,524,000	2,294,900	32,263,670	(6,337,670)
May-12	22,342,000	13,405,000	35,747,000	18,405,000	14,368,120	1,592,300	-	-	2,234,200	36,599,620	(852,620)
Jun-12	22,496,000	22,241,000	44,737,000	28,779,100	26,722,280	1,752,200	-	-	2,249,600	59,503,180	(14,766,180)
Jul-12	22,825,000	13,125,000	35,950,000	5,257,000	12,666,710	1,665,100	-	-	2,282,500	21,871,310	14,078,690
Aug-12	23,571,000	23,009,000	46,580,000	20,480,700	16,881,520	1,656,000	-	-	2,357,100	41,375,320	5,204,680
Sep-12	23,765,000	11,358,000	35,123,000	-	19,656,100	2,357,500	-	7,210,000	2,376,500	31,600,100	3,522,900
Oct-12	24,780,000	-	24,780,000	6,468,000	3,776,800	1,008,600	-	1,769,000	2,478,000	15,500,400	9,279,600
Nov-12	23,674,000	-	23,674,000	5,257,000	8,858,310	989,900	-	2,301,000	2,367,400	19,773,610	3,900,390
Dec-12	24,145,700	-	24,145,700	7,478,100	7,526,790	602,000	4,661,500	3,786,000	2,414,570	26,468,960	(2,323,260)
<b>Annual Totals</b>	<b>279,912,700</b>	<b>86,115,000.00</b>	<b>366,027,700</b>	<b>143,108,400</b>	<b>133,246,880</b>	<b>12,314,400</b>	<b>9,861,500</b>	<b>27,327,000</b>	<b>27,991,270</b>	<b>353,849,450</b>	<b>12,178,250</b>
Jan-13	25,003,000	-	25,003,000	12,095,700	11,727,931	268,400	3,434,400	4,199,000	2,500,300	34,225,731	(9,222,731)
Feb-13	21,570,000	-	21,570,000	9,176,500	2,535,382	353,500	3,097,500	4,961,000	2,157,000	22,280,882	(710,882)
Mar-13	24,111,600	-	24,111,600	8,700,200	4,695,787	628,000	-	5,604,000	2,411,160	22,039,147	2,072,453
Apr-13	24,340,000	-	24,340,000	10,606,200	4,141,170	452,600	4,888,000	4,519,000	2,434,000	27,040,970	(2,700,970)
May-13	27,069,000	-	27,069,000	10,606,300	5,369,950	704,300	5,141,380	2,645,000	2,706,900	27,173,830	(104,830)
Jun-13	-	-	-	-	-	-	-	-	-	-	-
Jul-13	-	-	-	-	-	-	-	-	-	-	-
Aug-13	-	-	-	-	-	-	-	-	-	-	-
Sep-13	-	-	-	-	-	-	-	-	-	-	-
Oct-13	-	-	-	-	-	-	-	-	-	-	-
Nov-13	-	-	-	-	-	-	-	-	-	-	-
Dec-13	-	-	-	-	-	-	-	-	-	-	-
<b>Annual Totals</b>	<b>122,093,600</b>	<b>-</b>	<b>122,093,600</b>	<b>51,184,900</b>	<b>28,470,220</b>	<b>2,406,800</b>	<b>16,561,280</b>	<b>21,928,000</b>	<b>12,209,360</b>	<b>132,760,560</b>	<b>(10,666,960)</b>

**EXHIBIT H**

ARBITRATION PROCEDURES

## EXHIBIT H

### ARBITRATION PROCEDURES

#### **Section 1. Arbitration.**

**1.1. Binding Arbitration.** Binding arbitration shall be conducted in accordance with the following procedures:

- (a) The party seeking arbitration hereunder shall request such arbitration in writing, which writing shall be delivered to the opposing party or parties and include a clear statement of the matter(s) in dispute. If a legal proceeding relating to the matter(s) in dispute has previously been filed in a court of competent jurisdiction (other than a proceeding for injunctive or ancillary relief) then such notice of election under this section shall be delivered within ninety (90) days of the date the electing party receives service of process in such legal proceeding. Otherwise, the legal proceeding shall be allowed to continue and binding arbitration shall not apply to the matter(s) in dispute in that legal proceeding.
- (b) Except to the extent provided in this Exhibit F, the arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association by a single arbitrator to be appointed as follows: (i) upon the issuance and receipt of a request for arbitration, the requesting and receiving party each shall designate a representative for the sole purpose of selecting, by mutual agreement with the other party's designee, the individual who shall arbitrate the Dispute or Controversy referred to arbitration hereunder; (ii) within twenty (20) days of their appointment, the two representatives shall designate a third individual who shall be the arbitrator to conduct the arbitration of the Dispute or Controversy; (iii) said individual shall be qualified to arbitrate the Dispute or Controversy referred to arbitration hereunder and have a schedule that permits him or her to serve as arbitrator within the time periods set forth herein. In order to facilitate any such appointment, the party seeking arbitration shall submit a brief description (no longer than two (2) pages) of the Dispute or Controversy to the opposing party. In the event the parties' two representatives are unable to agree on a single arbitrator of the Dispute or Controversy within the twenty (20) day period, then the arbitrator shall be appointed by the then-serving chief administrative district judge of Travis County, Texas, or any successor thereto within the next ten (10) day period. The party seeking arbitration shall make the parties' request for appointment of an arbitrator and furnish a copy of the aforesaid description of the Dispute or Controversy to said judge. Each party may, but shall not be required to, submit to said judge a list of up to three (3) qualified individuals as candidates for appointment as the arbitrator whose schedules permit their service as arbitrator within the time periods set forth herein. The arbitrator appointed by the judge need not be from such lists.
- (c) Within thirty (30) days of the date the arbitrator is appointed, the arbitrator shall notify the parties in writing of the date of the arbitration hearing, which hearing date shall be not less than one-hundred twenty (120) days from the date of the arbitrator's appointment. The arbitration hearing shall be held in Austin, Texas. Except as otherwise provided

herein, the proceedings shall be conducted in accordance with the procedures of the Texas General Arbitration Act, Tex. Civ. Prac. & Remedies Code § 171.001 et seq. (the "Texas General Arbitration Act"). Depositions may be taken and other discovery may be made in accordance with the Texas Rules of Civil Procedure, provided that (i) depositions and other discovery shall be completed within ninety (90) days of the appointment of the arbitrator, (ii) there shall be no evidence by affidavit allowed, and (iii) each party shall disclose a list of all documentary evidence to be used and a list of all witnesses and experts to be called by the party in the arbitration hearing at least twenty (20) days prior to the arbitration hearing. The arbitrator shall issue a final ruling within thirty (30) days after the arbitration hearing. Any decision of the arbitrator shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered pursuant to the foregoing, which may include an award or decree of specific performance hereunder, shall be final and binding on, and not appealable by, the parties, and judgment thereon may be entered or enforcement thereof sought by either party in a court of competent jurisdiction. The foregoing deadlines shall be tolled during the period that no arbitrator is serving until a replacement is appointed in accordance with this Exhibit F.

- (d) Notwithstanding the foregoing, nothing contained herein shall be deemed to give the arbitrator appointed hereunder any authority, power or right to alter, change, amend, modify, waive, add to or delete from any of the provisions of the contract.

**Section 2. Further Qualifications of Arbitrators; Conduct.** All arbitrators shall be and remain at all times wholly impartial and, upon written request by any party, shall provide the parties with a statement that they can and shall decide any Dispute or Controversy referred to them impartially. No arbitrator shall be employed by any party, the State of Texas, or have any material financial dependence upon a party, the State of Texas, nor shall any arbitrator have any material financial interest in the Dispute or Controversy.

**Section 3. Applicable Law and Arbitration Act.** The agreement to arbitrate set forth in this Exhibit shall be enforceable in either federal or state court. The enforcement of such agreement and all procedural aspects thereof, including the construction and interpretation of this agreement to arbitrate, the scope of the arbitrable issues, allegations of waiver, delay or defenses as to arbitrability and the rules (except as otherwise expressly provided herein) governing the conduct of the arbitration, shall be governed by and construed pursuant to the Texas General Arbitration Act. In deciding the substance of any such Dispute or Controversy, the arbitrator shall apply the substantive laws of the State of Texas. The arbitrator shall have authority, power and right to award damages and provide for other remedies as are available at law or in equity in accordance with the laws of the State of Texas, except that the arbitrator shall have no authority to award incidental or punitive damages under any circumstances (whether they be exemplary damages, treble damages or any other penalty or punitive type of damages) regardless of whether such damages may be available under the laws of the State of Texas. The parties hereby waive their right, if any, to recover punitive damages in connection with any arbitrated Dispute or Controversy.

**Section 4. Consolidation.** If the parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, then the parties hereby agree that all such proceedings may be consolidated into a single arbitration proceeding.

**Section 5. Pendency of Dispute; Interim Measures.** The existence of any Dispute or Controversy eligible for referral or referred to arbitration hereunder, or the pendency of the dispute settlement or resolution procedures set forth herein, shall not in and of themselves relieve or excuse either party from its ongoing duties and obligations under the contract or any right, duty or obligation arising therefrom; provided, however, that during the pendency of arbitration proceedings and prior to a final award, upon written request by a party, the arbitrator may issue interim measures for preservation or protection of the status quo.

**Section 6. Complete Defense.** The parties agree that compliance by a party with the provisions of this Exhibit shall be a complete defense to any Action or Proceeding instituted in any federal or state court, or before any administrative tribunal by any other party with respect to any Dispute or Controversy that is subject to arbitration as set forth herein, other than a suit or action alleging non-compliance with a final and binding arbitration award rendered hereunder.

**Section 7. Costs.** Each party shall bear the costs of its appointed representative to select the arbitrator of the Dispute or Controversy and its own attorneys' fees, while the costs of the arbitrator of the Dispute or Controversy incurred in accordance with the foregoing shall be shared equally by the parties. Additional incidental costs of arbitration shall be paid for by the nonprevailing party in the arbitration; provided, however, that where the final decision of the arbitrator is not clearly in favor of either party, such incidental costs shall be shared equally by the parties.



# ATTACHMENT G

Travis County WCID No. 17

## **WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN**

### **I. INTRODUCTION AND BACKGROUND**

#### **A. PURPOSE AND POLICY**

Water District No. 17 is a Water Control and Improvement District (WCID) created by an order of the Commissioner's Court of Travis County, Texas on December 8, 1958, and confirmed by the voters within the District on February 28, 1959. As a political subdivision of the State, the District is retail, non-profit, public utility with the rights, powers, privileges, and authority established by the general laws of the State of Texas, particularly Chapter 51 of the Texas Water Code. The District is subject to the continuing supervision of the Texas Commission on Environmental Quality (TCEQ) and federal agencies, and is located within the corporate and extraterritorial jurisdiction of the cities of Austin, Lakeway, and Bee Caves.

The District is empowered, among other things, to purchase, construct, operate, and maintain all works, improvements, facilities, and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is a taxing authority, and may issue bonds and other forms of indebtedness to purchase or construct such facilities.

The TCEQ adopted revisions to Title 30, Texas Administrative Code (TAC), Chapter 288-Water Conservation Plans, Drought Contingency Plans, Guidelines and Requirements in 2004. The TCEQ regulations require retail public water suppliers with 3,300 or more connections to submit a conservation plan to include specific, quantified targets for water use savings to be achieved during periods of water shortage and drought. This Plan, adopted April 20, 2017, supersedes the WCID No. 17's Water Conservation and Drought Contingency Plan which was approved by the District's Board of Directions in May of 2012.

In order to conserve and protect the integrity of the available water supply, with particular regard for domestic water use, sanitation, and fire protection, and to protect public health, welfare, and safety and minimize the adverse impacts of water shortage or other water supply emergency conditions, Travis County Water District No.17 has formulated these policies, regulations and restrictions on the delivery and consumption of water.

The policies presented in this plan are needed to efficiently manage the water available to the District for the benefit of all customers. Continued use of water in a manner not in compliance with this plan during times of water shortage or other emergency water

supply conditions is deemed to constitute a violation of a District ordinance which subjects the offender(s) to penalties as defined herein.

## B. DESCRIPTION OF THE PLANNING AREA AND UTILITY SYSTEM

### 1. The District

Water District No.17 is located west of the City of Austin in Travis County, Texas, and at creation, encompassed approximately 4,500 acres of land. Subsequent annexations, including the annexation of the 4,490-acre Steiner Ranch Defined Area in 1987, have increased the service area to approximately 15,000 acres. The service area is bisected by Ranch Road (RR) 620 and extends from the intersection of RR 620 and Farm to Market (FM) Road 2222 in the north to approximately one mile from the intersection of RR 620 and FM 71 in the south. Approximately 9,399 acres within the District, including all of the Steiner Ranch Defined Area, lie wholly within the extraterritorial jurisdiction of the City of Austin, Texas. The remaining acreage lies within the extraterritorial jurisdiction of the City of Lakeway and the Village of Bee Cave. (See District Map, Appendix B).

In the past 20 years, Travis County WCID No. 17 has grown from a small rural utility to a “large” system serving over 34,000 people. The explosive growth in western Travis County in the Lake Travis area has presented many challenges. The demography of the area has changed rapidly from a rural, summer home, lakeside recreation community to a more densely populated permanent residence area. The majority of homes being built are large, executive style residences with expansive lawns equipped with irrigation systems. Commercial growth has also been explosive in the RR 620 corridor and is continuing. In addition, several multifamily projects have been completed and more are planned. A regional Medical Center has now opened and will be followed by significant local development. Due to the rapid growth and change of the community, water use patterns have been altered. These changed patterns are reflected in the steady increase in water use per account, especially in the residential and landscape irrigation areas (see Historical Data, Appendix D).

### 2. Water System

Water District No. 17 obtains water from Lake Travis pursuant to a contract with the Lower Colorado River Authority (LCRA) extending to the year 2050, which authorizes withdrawal of up to 8,800 acre-feet per year, or an average of 7.85 million gallons per day. Water is treated using membrane microfiltration and disinfected with chloramines. The District operates two water treatment plants, Eck Lane, at 16 million gallons per day and Mansfield, at 6 million gallons per day. The District’s existing water treatment facilities are sufficient to treat approximately 22 million gallons per day. The District is currently serving approximately 11,600 accounts, and growth is estimated at 3-5 percent per year for the next several years. The remaining capacity in the water supply facilities

is available to all potential customers within the service area on a first come first served basis. The water system is served by 24-inch transmission mains located along RR 620. Fifteen water tank sites, with a combined capacity of over 9 million gallons provide storage and pressure is provided by nine 2,100-gallon per minute and four 2,550 gallon per minute high service pumps and six auxiliary pumping stations (See Appendix B). The District's water production and distribution system, sanitary sewer collection, and treatment and storm water systems have been designed and constructed in accordance with the criteria of various regulatory agencies including Travis County, City of Austin, and the TCEQ.

### 3. Wastewater Systems

Water District No.17 currently operates four wastewater treatment facilities; a 1.5 million gallon per day plant serving the Steiner Ranch area, a 1.0 million gallon per day serving the Flintrock Falls area and most of the southern part of the district, a 100,000 gallon per day facility serving the Comanche Trail area and a 50,000 gallon per day system serves the neighborhood of Commander's Point. Treated effluent from the Steiner and Flintrock plants is disposed of on two 18 hole golf courses and via drip irrigation on adjacent land tracts.

The wastewater system services approximately 6,900 customers with build-out projected at 8,500 customers.

## C. OVERALL PLAN GOALS

The plan has two components; the **Water Conservation Plan** and the **Drought Contingency Plan**. The **Water Conservation Plan** establishes general policy and defines overall goals as well as specific five-year and ten-year goals.

1. Conserve the overall water supply in Lake Travis.
2. Reduce peak demand - ensure that demand for water does not exceed the amount of treated water available.
3. Provide the public with information to encourage water conservation and decrease waste.
  - a. Ensure that conservation information and incentives are available for customers across demographic sectors and geographic areas.
  - b. Make every customer aware of how he or she uses water.
  - c. Communicate steps taken by the District to use water more efficiently.
  - d. Be active in local and national organizations which promote water efficiency and water research.
4. Decrease the average water usage per connection.
5. Limit unaccounted for water use to the greatest extent possible.

6. Provide for increased use of recycled and raw water.

The overall goal of the **Drought Contingency Plan** is to establish a set of procedures initiated by certain conditions to prevent loss of water supply to any customer during periods of high demand and/or low supply. To accomplish these goals, this plan will:

1. Establish trigger conditions.
2. Outline a management plan.
3. Specify public information and education policies.
4. State initial update and termination notice procedures.
5. State implementation and enforcement procedures.

#### D. COORDINATION WITH REGIONAL WATER PLANNING GROUP AND OTHER LOCAL ENTITIES

The service area of WCID No. 17 is located within state regional water planning area Region K. The District provides water information and copies of this plan to the Region K Board, the Texas Water Development Board (TWDB), the Texas Commission on Environmental Quality (TCEQ), and the Lower Colorado River Authority (LCRA). The District consults with and coordinates conservation and drought planning implementation with all local entities including Lakeway Municipal Utility District, Hurst Creek Municipal Utility District, West Travis County Public Utility Agency, and the cities of Bee Cave, Lakeway, Austin and Cedar Park.

Future conservation projects planned:

1. Water reuse project to extend service: \$2,000,000.
2. Replacement of substandard water lines: \$5,000,000.
3. Replacement of current AMR metering system with AMI metering system: \$8,000,000.

## II. WATER CONSERVATION PLAN

### A. PLAN ELEMENTS

The plan has eight elements, all of which are equal in importance and the implementation of which will be periodically reviewed to ensure progress is being made in each area:

#### 1. Education and Information

The single most effective means of educating the water consumer on the consequences of wasting water is providing relevant, timely information on the benefits of conservation and the means by which it can be accomplished. The District obtains excellent educational literature from the Texas Water Development Board (TWDB), LCRA, and the City of Austin, as well as from such sources as the TCEQ, Texas Municipal Utility Association, and the American Water Works Association. Literature is provided through billing envelopes. A wide variety is also available at all times at the District's office. Articles concerning conservation are published regularly in the local newspaper and in the District's newsletter, "The Waterline". Information on conservation and drought contingency stages is available on the Water District No.17 website (wcid17.org). In addition, a direct mailing of conservation reminders is conducted annually. Examples of enclosures and brochures are included in Appendix I.

#### 2. Conservation Oriented Rate Structure

The District has always used an increasing block rate structure for all customers, however, in 2005, the District revised rates to encourage water conservation. The new rate structure does not include water in the base rate, so that customers with minimal usage do not pay for water they do not use. The revised rate structure has more blocks with the price increasing the most for residential customers using over 50,000 gallons per month. A rate structure for commercial and governmental entities has also been identified. The revised rate structure is included in Appendix G.

#### 3. Meter Repair and Replacement

Inaccurate metering is one possible cause for unaccounted for water, and since meter readings form the basis for data gathering on production, usage and sales, maintaining accurate meters is a high priority. District No.17 currently has approximately 11,600 metered accounts with the vast majority of accounts using 5/8" or 3/4" meters. While residential meters are made to last 15-20 years, they will be changed out every 15 years or less or approximately every two million gallons. Meters are read monthly, and every effort is made to identify malfunctions resulting in abnormally high or low readings.

Master meters are checked monthly and changed out every five years. Customer meters are also tested at their request. In 2009, the District installed electronic “radio read” meters throughout the District. The electronic meters are more accurate, faster to read, and have far less re-reads required. The software associated with these meters allows the operator to pull usage graphs back several months. These graphs are invaluable in showing customers what their usage is at any given day and/or time and are also used as a basis for all water audits.

#### 4. Periodic Review and Evaluation of Data

The District routinely monitors production rates and consumption as shown in Appendix D. This monitoring is not only used for billing purposes to calculate raw water purchase from LCRA, but also to satisfy TCEQ regulatory requirements to account for production quantities and individual customer usage on a monthly basis. The results of water meter readings are prepared and analyzed to determine trends of usage, water accountability, and production requirements both near term and future. From this information an evaluation of system operation is made and appropriate action is taken to correct system deficiencies if necessary. A water audit has also been developed by the District to be used as a conservation tool (Appendix H).

#### 5. Leak Detection, Prevention, and Repair

An important element in the operation of an efficient water system is the reduction of water loss. It is the goal of this program to keep the lost water figure under eight percent. In the past five years, WCID No. 17 has held fairly steady on unaccounted for water due to an aggressive program of fire hydrant repair and refurbishment, leak detection and repair, and master meter calibration and comparison. Unaccounted for water now averages approximately eleven percent (Appendix F). An accounting of the amount of water pumped from the plant versus the amount of water sold is kept on a monthly basis. Each major service main leaving the plant has a calibrated master meter which is carefully monitored. A significant increase in water loss or losses greater than 15 percent will trigger an investigation for the cause. Leaks are detected by visual inspection or through the use of standard leak detection equipment when necessary. In cases where substandard water systems have been taken over for operation by the District, leak maps are maintained to identify problem water lines and prioritize these for repair. Substandard water systems are submetered and lost water is individually calculated and tracked for these systems. The District also monitors at least a quarter of the distribution system annually for leaks using advanced leak detection technology.

Measures to proactively reduce water loss will be considered as feasible including measures to reduce water lost within the water treatment process as well as strategies to reduce line flushing and identify / repair water line leaks quickly.

## 6. Pressure Control

Located in the Hill Country west of Austin, District No.17 has numerous significant elevation differences between storage facilities and customers around Lake Travis. These pressure differentials can result in very high pressure in some areas; and pressures exceeding 150 psi can occur in the distribution system. This high pressure may cause a small opening in a main to leak a large amount of water in a short time. The District uses in-line pressure reducing valves (PRVs) to isolate key areas of the District and eliminate high line pressure in those areas. PRVs are routinely checked for proper operation and immediately repaired if malfunctioning. In addition, the District requires that all customers install individual pressure regulating valves to back up the large reducers and to reduce the in home pressure to less than 80 psi.

## 7. Recycling and Reuse

Water District No.17 supports and encourages water recycling and reuse to the greatest extent possible because these practices are good for the environment, help conserve water, lower irrigation costs for customers, and extend the capacity of potable water treatment plants by reducing demand. Several projects have been implemented which will maximize the District's ability to recycle wastewater effluent and use untreated water for landscaping purposes.

### **Description of Water Reuse Program and Conservation Practices**

Water District 17's reuse program is the largest in the Lake Travis area. It encompasses reuse not only for recycled effluent permitted through the wastewater treatment plants and used to irrigate golf courses, but also extensive landscaping and tree irrigation on medians and rights-of-way as well as common areas for homeowners associations.

District 17 has obtained a Chapter 210 Reclaimed Water Authorization permit for the entire area of the District. This permit allows for many opportunities to make use of recycled water wherever possible. The District operates four wastewater treatment plants, and each one has an associated reuse system. The Steiner Ranch plant can process up to (1.5 million gal/day) one-million, five-hundred thousand gallons per day and is now processing about (900,500 gal/day) nine-hundred thousand, five hundred gallons per day. Water from this plant is used to irrigate the University of Texas Golf Course; landscaping along Quinlan Park Boulevard and some of the Steiner Ranch Boulevard as well as common areas of the Steiner Ranch Master Association and Steiner Ranch Community Associations. The Steiner Ranch system recycles approximately (360,000,000 gal/yr) three-hundred sixty million, gallons of water per year.

The Flintrock Falls wastewater treatment plant can process up to (1,000,000 gal/day) one million gallons per day and is now processing about (400,000

gal/day) four hundred thousand gallons per day. All water from this plant is used to irrigate the Flintrock Falls Golf Course, and eventually, the plant will provide almost (100%) one hundred percent of the needed water for the course. District 17 partners with neighboring Hurst Creek Municipal Utility District to share storage in one of the effluent ponds serving the course so that recycled water can be provided by either utility. Additionally, some of the landscaping in the Flintrock Falls common areas uses recycled water. The Flintrock Falls system recycles approximately (132,000,000gal/yr) one hundred thirty two million gallons per year.

The small Commander's Point wastewater treatment plant treats all of the water from the fifty homes in the Commander's Point neighborhood. Although this plant has a designated land area to irrigate, piping has recently been installed to allow direct irrigation of all Commander's Point Homeowners Association landscaping. This plant now reuses an additional (2,000,000 gal/yr) two million gallons per year.

Large homeowner association common areas now using recycled water from District 17 include:

- Arbolago Neighborhood (District 17 partners with Lakeway Municipal Utility District to allow District 17 water customers to use the closer Lakeway Municipal Utility District effluent for irrigation)
- Longhorn Village Retirement Center in Steiner Ranch
- Steiner Ranch Homeowner Association
- Steiner Ranch Master Association
- Villas at Commander's Point
- Villas at Flintrock Falls, Sections I and II (District 17 partners with Hurst Creek Municipal Utility District to allow District 17 water Customers to get recycled water from the closer utility)

District 17 has additional reuse plans for projects under construction. The largest of these will be the Lakeway Regional Medical Center parkland area estimated at 5.4 acres. Effluent lines are currently being installed which will eventually irrigate this land with recycled effluent.

In addition, a raw water line and pump station have been constructed at Steiner Ranch, which draws water from Lake Austin to supplement golf course needs and to be used for other landscape irrigation, if necessary. Using this system, the District will save approximately 150 million gallons of potable water per year.

The District has worked with Lake Travis ISD and Leander ISD, as the largest users of irrigation water, to explore alternative irrigation (raw or recycled water) or artificial turf options as a means to lower the school districts' water usage and water bills. Lake Travis ISD has four (4) campuses located in the Water District No.17 service area, and Leander also has four (4) campuses. Leander ISD has



now installed reuse irrigation at Steiner Ranch Elementary School campus and Lake Travis ISD has installed artificial turf at the main high school football field.

## 8. Standard Conservation Practices

WCID No. 17 also uses the following conservation practices:

### a. Control of Landscape Irrigation Practices

- 1) Mandating 2 day per week outdoor watering schedule year round for commercial and May to September for residential customers.
- 2) Requiring irrigation in off peak hours during the night and early morning when demand and evaporation rates are lower.
- 3) Encouraging landscape irrigation audits for high users using individual notification. Providing free audits to customers.
- 4) Adopting and enforcing an irrigation ordinance which enforces state laws, requires irrigators to submit plans for review and approval, and requires inspections of installation. Irrigators are required to provide a water budget for each homeowner.

### b. Other Water Saving Practices

- 1) Encouraging retrofit of existing fixtures to water saving types.
- 2) Adopting and enforcing the Uniform Plumbing Code which includes pertinent sections of state law restricting the use of non-water saving fixtures in new construction. The District uses the plumbing code to regulate and conduct plumbing inspections on all residential and commercial installations.
- 3) Recommending water wise and alternative landscaping which uses less water.
- 4) Conducting indoor water audits for commercial accounts.
- 5) Participating in the most cost effective rebate and free equipment programs such as high efficiency toilet distribution, low flow showerhead distribution, and rain gauge distribution.
- 6) Sponsoring and participating in community conservation events.
- 7) Providing comparative information on water bills.
- 8) Contacting customers with usage spikes.

9) Encouraging rainwater harvesting and other alternative source systems.

10) Requiring regular irrigation audits for large commercial and multi-family properties.

## B. WATER SAVINGS GOALS

The District has reviewed and developed quantifiable five-year and ten-year targets for water savings as required by the TCEQ in Title 30, Chapter 288 of the TAC. The District will use 2016 as the baseline year with five-year goals to be achieved by 2021. The ten-year goals are to be achieved by 2026.

The key elements of these targets are reduction in water loss and conservation as measured by water usage per person per day. It should be noted that figures for the years of 2011 through part of 2016 are skewed due to the severe drought conditions during those years. Customers were under strict and severe water restrictions which brought per capita and peak usage down significantly. It is expected that although the District has returned to normal usage, some residual effect will keep usage low but it could rise slightly over the next two years.

### **GOAL #1**

Reduce real water losses in the distribution system by performance of proactive procedures to include improved response time and efficient leakage management.

#### **Five –Year Target (2021)**

To have unaccounted for water at nine percent annual average or less.

#### **Ten –Year Target (2026)**

To reduce unaccounted for water at eight percent annual average or less.

### **GOAL #2**

Promote individual and residential water conservation to decrease residential per capita, and per living unit equivalent (LUE), and commercial per account potable water usage of water to the following levels:

#### **Five –Year Target (2021)**

##### **Residential**

Present four-year average equals  
155 gallons/day/capita

Target: Reduce four year average to

148 gallons/day/capita

Commercial

Present four-year average equals  
1,427 gallons/day/account

Target: Reduce four-year average to  
1,356 gallons/day/account

Ten –Year Target (2026)

Residential

Target: Reduce four-year average to  
140 gallons/day/capita

Commercial

Target: Reduce four-year average to  
1,280 gallons/day/account

**GOAL #3**

Decrease the amount of potable water used for irrigation of athletic fields by encouraging the use of artificial turf, wells, or recycled water.

Five –Year Target (2021)

Reduce amount by 8%

Ten –Year Target (2026)

Reduce amount by 12%

**GOAL #4**

Increase the volume of recycled water used for beneficial reuse purposes. (Present use equals 327 million gallons / year.)

Five-Year Target (2021)

Use 420 million gallons / year

Ten-Year Target (2026)

Use 450 million gallons / year

**GOAL #5**

Reduce total peak month use per LUE by ten percent.

Current 4-Year average equals 15,855 gallons / month / LUE, however, this figure includes drought years 2013, 2014 and 2015. Previous average was 20,100 gallons / month / LUE.

**Five-Year Target (2021)**

18,200 gallons / month / LUE peak month

**Ten-Year Target (2026)**

16,500 gallons / month / LUE peak month

**C. BEST MANAGEMENT PRACTICES**

After review of the Districts water usage patterns and annual consumption, the following Best Management Practices (BMP's) have been identified by WCID No. 17 to help conserve water. Goals for these BMP's have set five-year and ten-year targets as listed below. These goals and BMP's have been set up in accordance with the guidelines of TWDB.

**BMP #1**

Continue to refine customer awareness of usage. Continue the conservation oriented incremental block rate structure to discourage the inefficient use or waste of water.

**Near – Term**

- 1) WCID 17 has installed billing software that allows customers to compare water use on their bill with average water use and show their individual water use for the last 12 months. We will continue to enhance and refine this software.
- 2) WCID 17 has installed meters capable of storing usage data by hour and day and generating graphs. Graphs can be emailed to customers to show usage and leak patterns and can also be used to troubleshoot systems.
- 3) Offer water audits at no charge to commercial customers.

**Long – Term**

- 1) Update and review rate structure and adjust billing software as needed.
- 2) Install software to allow customers to view bills plus usage online.
- 3) Install software to allow central reading of meters and instantaneous interactive viewing of usage by customers.

- 4) Install software which automatically e-mails customers when a certain water volume has been used.

## **BMP #2**

Enforce measures that prohibit specific wasteful activities related to landscape irrigation.

### Near – Term

Continue to enforce and review irrigation ordinance. Perform irrigation audits for customers as requested.

### Long – Term

Continue implementation and outreach programs to educate customers on and gain support from cities, landscapers, developers and builders to institute water saving landscape regulations.

## **BMP #3**

Continue to review water usage by businesses and schools and encourage programs which promote water conservation such as indoor water audits, development of wells, and installation of artificial turf.

### Near – Term

- 1) Conduct complete indoor water use audits of all schools and large businesses such as hotels.
- 2) Encourage business and schools to implement audit recommendations as budgets allow.
- 3) Encourage school districts to convert to artificial turf for athletic fields or use recycled water.
- 4) Encourage businesses to xeriscape and reduce irrigation as much as possible.

## **BMP #4**

Encourage water wise landscape design.

### Near – Term

- 1) Provide builders and commercial developers with information packets about water wise landscaping.
- 2) Offer workshops at the District for irrigators.

### Long – Term

Develop awards programs to motivate community acceptance and conversion to low water use landscapes.

**BMP #5**

Develop outreach programs which can help to promote water conservation in the community.

Near – Term

- 1) Continue to provide builders with information packets which advise water conservation within the home and landscape.
- 2) Identify speakers who would be available to talk with community organizations on water conservation.
- 3) Expand the District's web site to include links to water conservation sites.
- 4) Send out outdoor conservation information pamphlets annually.

Long – Term

- 1) Set-up awards programs to promote water conservation by residential customers.
- 2) Continue to update customer packets and web site.

**D. CONSERVATION PLAN IMPLEMENTATION**

The Board of Directors of WCID No. 17 will adopt this Plan through formal resolution (Appendix A) and implement it through direction to the general manager who is designated as the Conservation and Drought Contingency Coordinator, staff and consultants. Enforcement will be provided by temporary discontinuation of service to those persons not in compliance and fines as listed in the District rates list.

The District will require through contractual arrangements, that any other political subdivision or utility obtaining water from the District adopt a conservation plan approved by the TCEQ equal to or more restrictive than this plan.

**E. ANNUAL REPORTING AND REVIEW**

An annual report describing the implementation, status, and effectiveness of the water conservation plan will be submitted as required to the Texas Water Development Board. The general manager and the district engineer will review this plan annually, and make recommendations to the Board of Directors on any updates or amendments which may be required.

### III. DROUGHT CONTINGENCY PLAN

#### A. DECLARATION OF POLICY, PURPOSE, AND INTENT

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 water supply shortage or other water supply emergency conditions, the WCID No. 17 hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in this Plan.

#### B. PUBLIC INVOLVEMENT

Opportunity for the public to provide input into the preparation of the Plan was provided by WCID No. 17 by means of scheduling and providing public notice of a public meeting to accept input on the plan.

#### C. PUBLIC EDUCATION

Water District No.17 will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of utility bill inserts, public notices, newsletters, and on the website at [www.wcid17.org](http://www.wcid17.org).

The single most effective means of educating the water consumer on the consequences of wasteful water usage is by informing the customer of the consequences of improper water usage and detailing the necessary means of curtailing such usage. An excellent source of educational literature is available through the TWDB in Appendix I. Because the majority of the District is located in the ETJ of the City of Austin, and because LCRA provides raw water to the District, both LCRA and the City of Austin have made available extensive programs of publications, information, and public relations efforts to promote water conservation. The District works effectively with these adjacent regulatory agencies in the distribution of beneficial water usage information.

##### 1. Continuing programs will consist of five activities:

- a. A fact sheet explaining the Plan will be developed and posted on the District website.

- b. An article correlated with a fact sheet on the plan will be published in local newspapers.
  - c. New customers will be provided with “Homeowner’s Guide to Water Use and Water Conservation” and specific information about drought stages.
  - d. A newspaper article will advise water customers that the Homeowner’s Guide is available through the District.
  - e. Conservation brochures and information articles will be mailed to district customers at least once a year, and more often during dry conditions.
2. Long-Term programs will consist of several activities each year:
- a. A brochure emphasizing new or innovative means for conserving water will be distributed to customers by mail.
  - b. A newspaper article will target one particular household, water using utility, or item and method for conserving water (dishwasher, shower, toilet, laundry).
  - c. A brochure relating to outside household use, car washing, lawn watering, time of day, water practices correlated to weather predications.
  - d. A newspaper article correlated to conservation and seasonal outdoor water use will be published.
  - e. Distribution of Homeowner’s Guide to customers will continue.
  - f. New customers will be advised of Conservation Programs and provided with a copy of Homeowner’s Guide.
  - g. An information packet on water-wise landscaping will be given to home builders.

The District will make resource materials available from the TWDB and other agencies or organizations that develop pertinent information or data.

#### D. AUTHORIZATION

The District’s general manager or staff designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The general manager shall have the authority to initiate or terminate drought stages or other water supply emergency response measures as described in this Plan.

#### E. APPLICATION



The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by WCID No. 17. The terms "person" and "customer" as used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities.

## F. DEFINITIONS

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use: Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Automated irrigation: Irrigation by means of a system controlled by a timer or other remote controller.

Bubblers: Irrigation heads that produce very low pressure, large volume of output, usually from a single small tube which flood the soil area surrounding the bubbler head.

Commercial and institutional water use: Water use, which is integral to the operations of commercial and non-profit establishments, governmental entities, schools, hospitals, retail establishments, hotels and motels, restaurants and office buildings.

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.

Customer: Any person, company, or organization using water supplied by Water District No.17.

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.

Drip irrigation: A typically fixed irrigation method which allows water to drip slowly directly at the plant either on the soil surface or at the root zone through a network of small piping or tubing and emitters or micro spray heads.

DWDOR: Drought worse than the drought of record. Conditions worse than the worst drought on record.

Hardscape: Impermeable areas including patios, decks and paths, driveways and sidewalks.

Hose end sprinkler: Garden hose equipped with a removable portable sprinkler which is moved from place to place by hand and turned on and off by hand.

Industrial water use: The use of water in processes designed to convert materials of lower value into forms having greater usability and value.

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

Non-essential water use: Water uses that are not essential or required for the protection of public, health, safety, and welfare, including:

- a. Irrigation of landscaped areas, including parks, athletic fields, and golf courses, except as otherwise provided under this Plan;
- 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 or to perform dust control;
- 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 or Jacuzzi-type pools;
- g. Use of water in a fountain or pond for aesthetic purposes except where necessary to support aquatic life;
- h. Failure to repair a controllable leak(s) within a reasonable period after having been given notice;
- i. Use of water from hydrants for construction purposes or any other purposes other than fire fighting or flushing;
- j. Use of water for hydro-mulching or chemical lawn treatment.

Overhead irrigation: An irrigation method that delivers water to the landscape in a spray or stream-like manner from above-ground irrigation nozzles with output expressed in gallons per minute (includes micro-misters.)

Overspray: Water that would be delivered by irrigation nozzles beyond the targeted landscape area during windless conditions onto any adjacent hardscapes or other non-landscaped areas during an irrigation cycle.

Residential Use: Single or multifamily residential water use including homeowner associations, home and irrigation use.

Runoff: Irrigation water that is not absorbed by the soil or landscape area to which it is applied and which flows onto other areas.

Soaker hose: A garden hose with small holes in it used for delivering low pressure water to soak plant beds. A porous rubber hose which allows water to weep slowly into the soil watering deeply. These systems can be fixed or moveable.

Water waste: Water waste at any time will be considered a violation of this ordinance punishable by applicable fines. Water waste is defined as:

- a. Overspray irrigation causing water to run down the street into the storm drains;
- b. Failure to repair a controllable leak within a reasonable amount of time after discovering it or being given notice;
- c. Allowing an unattended hose to run without a shutoff nozzle; or
- d. Violation of any water conservation measure currently in force.

#### G. CRITERIA FOR INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES

The District's general manager, as the Water Conservation and Drought Contingency Coordinator, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, and determine when the specified "triggers" are reached. A summary has been developed for customers to reference (Appendix L).

In addition, based on water supply and water demand information, The District may order that the appropriate Stage of Water Conservation be implemented or terminated in accordance with the applicable provisions of the LCRA Drought Contingency Plan. Termination of a particular Stage shall be accomplished by a Written Notice to advance to a subsequent Stage or withdraw to a previous Stage. Advancement or withdrawal to any Water conservation Stage shall not be limited to any particular order of Stages, but shall be based on the current water supply shortage and drought conditions and the target water conservation goal applicable to that situation.

The triggering criteria described below are based on a statistical analysis of the vulnerability of the water source under drought of record conditions, and are also based on current WCID No. 17 system water treatment capacity limits.

**NORMAL CONSERVATION CONDITIONS (neither less severe drought nor extraordinary drought conditions in effect) at All Times Regardless of Demand**

Commercial and Multi-family customers shall adhere to a mandatory 2 day per week outdoor watering schedule throughout the year. (Residential customers including single family, duplexes, triplexes and fourplexes shall adhere to a mandatory two (2) day per week outdoor watering schedule from May 1<sup>st</sup> to September 31<sup>st</sup>.) Hotels and motels shall be required to offer their customers the option of reusing linens and towels. Further restrictions on water use shall be imposed depending on the water demand as defined by the stages below. Any single condition for a stage will trigger actions for that stage.

**STAGE 1 Triggers – MODERATE Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 1 when:

1. Mandatory May 1 through September 30<sup>th</sup>, annually;
2. Average daily water consumption reaches 90% of production capacity for one week;
3. Daily water consumption has existed at 90% of production capacity for three consecutive days;
4. When the drought contingency measures of the LCRA Water Management Plan triggers less severe drought stage restrictions for LCRA firm water customers: the combined storage in lakes Travis and Buchanan drops below 1.4 million acre feet, the Lake Travis level drops below approximately 652 feet, or inflows of the previous three (3) months average falls below the 33<sup>rd</sup> percentile of inflows for that period.

Requirements for Termination (Stage 1)

If Stage 1 is implemented under conditions #2 or #3 then the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of seven consecutive days. If implemented under conditions #1, #4 or #5, Stage 1 may be terminated when those conditions no longer exist.

## **STAGE 2 Triggers - ELEVATED Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of **Stage 2** when:

1. Daily water consumption reaches 95% of rated production capacity for two consecutive days;
2. Extremely hot weather conditions or water system delivery limitations will exist for five consecutive days or more;
3. Equipment such as non redundant storage tanks or pumps must be taken out of service for more than one day;
4. Part or all of the distribution system is disabled or compromised by damage from accident or weather but can be restored within five days;
5. Storage capacity does not return to normal levels within a 24 hour period;
6. The drought contingency measures of the LCRA Water Management Plan trigger the extreme drought conditions; or
7. The combined storage in lakes Travis and Buchanan drop below 900,000 acre feet or the Lake Travis level drops to 636 feet, or downstream irrigators stored water supplies are cut off.

### Requirements for Termination (Stage 2)

Stage 2 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution system or equipment after repairs or maintenance. Upon termination of Stage 2, Stage 1 becomes operative unless otherwise directed.

## **STAGE 3 Triggers – SEVERE Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of **Stage 3** when:

1. Any of the Stage 2 triggers are in effect; and
2. The combined storage in lakes Travis and Buchanan drops below 750,000 acre feet or the Lake Travis level drops to 629 feet.

### Requirements for Termination (Stage 3)

Stage 3 may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution system or equipment after repairs or maintenance. Upon termination of Stage 3, Stage 2 becomes operative unless otherwise directed.

#### **STAGE 4 Triggers – CRITICAL Water Demand Conditions**

Customers shall be required to comply with the requirements and restrictions of Stage 4 when:

1. Daily water consumption reaches 110% of treatment capacity;
2. Daily water consumption will not allow storage levels to be maintained;
3. System demand exceeds available high service pump capacity;
4. The drought contingency measures of the LCRA Water Management Plan trigger the requirement that municipal firm water customers implement mandatory Stage 3 water restrictions; or
5. The combined storage in lakes Travis and Buchanan drops below 600,000 acre feet or the Lake Travis level drops to 620 feet or DWDOR is declared.

#### Requirements for Termination (Stage 4)

Stage 4 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days. Upon termination of Stage 4, Stage 3 becomes operative unless otherwise directed.

#### **STAGE 5 TRIGGERS – EMERGENCY Water Demand Condition**

Customers shall be required to comply with the requirements and restrictions of Stage 4 when:

1. Major line breaks or pump or system failure, which causes severe loss of capability to provide water service;
2. Water system or source is contaminated either accidentally or intentionally. Severe emergency conditions will be declared immediately upon detection;
3. Exceptional drought conditions or water supply limitations exist such that the Lake Travis level limits pumping capacity; or
4. The combined storage in lakes Travis and Buchanan drops below 400,000 acre feet or the Lake Travis level drops to 610 feet.

### Requirements for Termination (Stage 5)

Stage 5 of the Plan may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of five consecutive days, or until the system has returned to normal operational levels following restoration of the distribution system or equipment after repairs or maintenance. Upon termination of Stage 5, Stage 4 becomes operative unless otherwise directed.

## **STAGE 6 TRIGGERS – WATER ALLOCATION**

Customers shall be required to comply with the water allocation plan prescribed and comply with the requirements and restrictions for Stage 6 when:

1. Failure of a major component of the system would cause an immediate health or safety hazard;
2. Major water line breaks, or pump or system failures occur, which cause unprecedented loss of capability to provide water service; or
3. Natural or man-made contamination of the water supply source(s).

### Requirements for Termination (Stage 6)

Water allocation may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of three consecutive days.

## **H. ACTIONS REQUIRED FOR DROUGHT RESPONSE STAGES**

The District's general manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in this Plan, shall determine that a moderate, elevated, severe, emergency or water allocation stage exists and shall implement the following notification procedures:

### **Notification of the Public**

The District's general manager or his/her designee shall notify the public by means of the following methods as appropriate to each condition:

1. Publication in a newspaper of general circulation;
2. Direct mail to each customer, notes placed in billing envelopes;
3. Public service announcements on television or radio, or through signs posted in public places throughout the District;

4. Notification through the use of telephone networks to neighborhood associations and other public entities; or
5. Posting on the WCID No. 17 website ([www.wcid17.org](http://www.wcid17.org)).

The District's general manager or his/her designee shall notify directly, or cause to be notified directly, the following individuals and entities as required:

1. Members of the Board of Directors.
2. Fire Chief and/or County Emergency Management Coordinator(s).
3. State Disaster District/Department of Public Safety.
4. TCEQ (required when mandatory restrictions are imposed).
5. Major water users.
6. Critical water users, (i.e., hospitals).
7. Parks / street superintendents & public facilities managers.

## **STAGE 1 - MODERATE Water Demand Conditions**

**Goal:** Achieve a 10 percent reduction in daily water demand

**Action:** Water Use Restrictions

1. Residential customers including duplexes, triplexes and fourplexes shall adhere to a mandatory two (2) day per week outdoor watering schedule from May 1<sup>st</sup> to September 31<sup>st</sup>. (Commercial and Multi-family customers shall adhere to a mandatory two (2) day per week outdoor watering schedule throughout the year.) A landscaped area may only be watered by one method per scheduled day; e.g., customers that utilize automated systems may not water the same landscape again using hose end sprinklers. If additional watering is required, it must be done using a hand held hose.
2. Landscapes may be irrigated only between the hours of 12:01 a.m. and 10:00 a.m. and 7:00 p.m. to 11:59 p.m. on designated watering days.
3. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on any day, any time.
4. No other water uses are restricted under this Stage.



5. All variances may be granted under this Stage.

## **STAGE 2 - ELEVATED Water Demand Conditions**

**Goal:** Achieve a 20 percent reduction in daily water demand

**Action by** WCID No.17:

1. Reduce or discontinue flushing of water mains.
2. Reduce or discontinue irrigation of public landscaped areas; use of reclaimed water for non-potable purposes will be allowed.
3. Notify customers by mail with suggestions for ways to reduce usage.
4. Monitor and report excessive usage.
5. Issue warnings and fines as necessary.
6. Ensure all production equipment is operating at maximum capacity.
7. Activate interconnects and purchase water from neighboring utilities if necessary and available.

## **STAGE 2 Action: Water Use Restrictions**

1. All customers shall adhere to a mandatory two (2) day per week outdoor watering schedule with modified hours.
2. Automated irrigation systems may only be operated from the hours of 12:01 a.m. to 10:00 a.m. on designated watering days. (10 hours per day, 20 hours per week.)
3. Hose end sprinkler users are restricted to 10 hours on their watering day between the hours of 12:01 a.m. to 10:00 a.m. and 7:00 p.m. to 11:59 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No other water uses are restricted under this Stage.
7. All variances may be granted under this Stage except those for climate driven irrigation controllers.

## **STAGE 3 – SEVERE Water Demand Conditions**

**Goal:** Achieve a 25 percent reduction in daily water demand

**Action by** WCID No. 17:

1. Reduce or discontinue flushing of water mains.
2. Reduce or discontinue irrigation of public landscaped areas; use of reclaimed water for non-potable purposes will be allowed.
3. Notify customers by mail with suggestions for ways to reduce usage.
4. Monitor and report excessive usage.
5. Issue warnings and fines as necessary.
6. Ensure all production equipment is operating at maximum capacity.
7. Activate interconnects and purchase water from neighboring utilities if necessary and available.

### **STAGE 3 Action: Water Use Restrictions**

1. All customers shall adhere to a one (1) day per week outdoor watering schedule.
1. Automated irrigation systems may only be operated between the hours of 12:01 a.m. and 10:00 a.m. on designated watering day. (10 hours per week only.)
3. Hose end sprinkler users are restricted to 10 hours on their watering day between the hours of 12:01 a.m. to 10:00 a.m. and 7:00 p.m. to 11:59 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No bulk water hauling will be allowed out of the District except for municipal users with no other water source.
7. Cars and boats may only be washed once per week, any day any time with shutoff nozzle required.
8. Commercial fountains and water features must be shut off.

9. No other water uses are restricted under this Stage.
10. All variances may be granted under this Stage except those for climate driven irrigation controllers.

## **STAGE 2 & STAGE 3 EXEMPTIONS**

### **STAGE 2 & STAGE 3 restrictions do not apply to the following uses of water:**

1. The necessary use of water, other than for landscape irrigation, by a governmental entity in pursuit of its governmental functions for the benefit of the public, such as for capital improvement construction projects.
2. The necessary use of water, other than for landscape irrigation, for land development (such as roadway base preparation, flushing of utility lines, concrete and asphalt work) and for building construction processes.
2. The necessary use of water for repair of water distribution facilities, residential and commercial plumbing and permanently installed landscape irrigation systems.
3. Irrigation of landscaped areas using treated wastewater effluent (reclaimed water.)
4. Irrigation of plants in nursery businesses.
5. Irrigation of community vegetable gardens.
6. Irrigation of landscaped areas using well water or raw lake water.

## **STAGE 4 - CRITICAL Water Demand Conditions**

**Goal:** Achieve a 30-50 percent reduction in daily water demand

**Action by** WCID No. 17:

1. Discontinue flushing water mains unless absolutely necessary for public health.
2. Activate inter-connections and purchase water from neighboring utilities if necessary and available.

**Action: Water Use Restrictions**

1. All customers shall adhere to a one (1) day per week outdoor watering schedule.
2. Automated irrigation systems may only be operated between the hours of 12:01 a.m. and 6:00 a.m. on designated watering day. (6 hours per week only.)

3. Hose end sprinkler users are restricted to watering 6 hours on their designated day between the hours of 6:00 a.m. to 10:00 a.m., and 7:00 p.m. to 9:00 p.m.
4. Watering by hand held hose, bubblers, drip irrigation, soaker hose or watering cans of 5 gallons or less may be done on all days, however, no watering may be done between the hours of 10:00 a.m. to 7:00 p.m.
5. Restaurants may serve water to customers only upon request.
6. No bulk water hauling will be allowed out of the District except for municipal users with no other water source.
7. The use of water for construction purposes or dust control from designated fire hydrants under special permit will be discontinued. Reclaimed or raw water, if available, may be used.
7. The use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle not occurring on the premises of a commercial car wash and commercial service stations and not in the immediate interest of public health, safety, and welfare is prohibited.
8. Operation of any ornamental fountain or pond for aesthetic purposes is prohibited except where necessary to support aquatic life or where these features use reclaimed water.
- 9.No new pool permits or irrigation permits will be issued.
- 10.No hydro-mulching or watering of chemical lawn treatments is allowed.
- 11.No new variances will be granted for any reason.

## **STAGE 5 - EMERGENCY Water Demand Conditions**

### **Action: Water Use Restrictions**

1. ALL outdoor and other non-essential water use is prohibited.
2. NO variances will be granted. Variances in effect are cancelled.
3. Commercial car washes must cease operation.

## **STAGE 6 – WATER ALLOCATION**

In the event that water shortage conditions threaten public health, safety, and welfare, the District's general manager is hereby authorized to allocate water according to the following allocation plan:

**Single – Family Residential Customers (Stage 6)**

The allocation to residential water customers residing in a single-family dwelling shall be as follows:

<b><u>PERSONS PER HOUSEHOLD</u></b>	<b><u>GALLONS PER MONTH</u></b>
1 or 2	6,000
3 or 4	7,000
5 or 6	8,000
7 or 8	9,000
9 or 10	10,000
11 or more	12,000

“Household” means the residential premises served by the customer’s meter. “Persons per Household” includes only those persons currently physically residing at the premises and expected to reside there for the entire billing period. It shall be assumed that a particular customer’s household is comprised of two persons unless the customer notifies the District of a greater number of persons per household on a form prescribed by the general manager. The general manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every residential customer. If, however, a customer does not receive such a form, it shall be the customer’s responsibility to go to the District office to complete and sign the form claiming more than two persons per household. New customers may claim more persons per household at the time of applying for water service on the form prescribed by the District. When the number of persons per household increases, so as to place the customer in a different allocation category, the customer may notify WCID No. 17 on such form and the change will be implemented in the next practicable billing period. If the number of persons in a household is reduced, the customer shall notify the District in writing within two days. In prescribing the method for claiming more than two persons per household, the District shall adopt methods to insure accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of persons in a household or fails to timely notify the District of a reduction in the number of person in a household shall be fined not less than \$100.00.

Residential water customers shall pay the following surcharges:

- 3% of base for the first 1,000 gallons over allocation.
- 5% of base for the second 1,000 gallons over allocation.
- 10% of base for the third 1,000 gallons over allocation.
- 25% of base for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**Master–Metered Multi-Family Residential Customers (Stage 6)**

The allocation to a customer billed from a master meter which jointly measures water to multiple permanent residential dwelling units (e.g., apartments, mobile homes) shall be allocated 6,000 gallons per month for each dwelling unit unless the customer notifies WCID No. 17 of a greater number on a form prescribed by the general manager. The District's general manager shall give his/her best effort to see that such forms are mailed, otherwise provided, or made available to every such customer. If, however, a customer does not receive such a form, it shall be the customer's responsibility to go to the District offices to complete and sign the form claiming more than two dwellings. A dwelling unit may be claimed under this provision whether it is occupied or not. New customers may claim more dwelling units at the time of applying for water service on the form prescribed by the District's general manager. If the number of dwelling units served by a master meter is reduced, the customer shall notify the WCID No. 17 in writing within two days. In prescribing the method for claiming more than two dwelling units, the general manager shall adopt methods to insure the accuracy of the claim. Any person who knowingly, recklessly, or with criminal negligence falsely reports the number of dwelling units served by a master meter or fails to timely notify WCID No. 17 of a reduction in the number of persons in a household shall be fined not less than \$250.00. Customers billed from a master meter under this provision shall pay the following monthly surcharges:

3% of base for 1,000 gallons over allocation up through 1,000 gallons for each dwelling unit.

5% of base thereafter, for each additional 1,000 gallons over allocation up through a second 1,000 gallons for each dwelling unit.

10% of base thereafter, for each additional 1,000 gallons over allocation up through a third 1,000 gallons for each dwelling unit.

25 % of base thereafter for each additional 1,000 gallons over allocation.

Surcharges shall be cumulative.

**Commercial Customers (Stage 6)**

A monthly water allocation shall be established by the District's general manager or his/her designee, for each non-residential commercial customer other than an industrial customer who uses water for processing purposes. The non-residential customer's allocation shall be approximately 75% of the customer's usage for corresponding month's billing period for the previous 12 months. If the customer's billing history is shorter than 12 months, the monthly average for the period for which there is a record shall be used for any monthly period for which no history exists. The District's general manager shall give his/her best effort to see that notice of each non-residential

customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the Water District office to determine the allocation. Upon request of the customer or at the initiative of the general manager the allocation may be reduced or increased if, (1) the designated period does not accurately reflect the customer's normal water usage, (2) one nonresidential customer agrees to transfer part of its allocation to another nonresidential customer, or (3) other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the general manager or alternatively, a special water allocation review committee. Non-residential commercial customers shall pay the following surcharges:

Customers whose allocation is 1,000 gallons through 10,000 gallons per month:

5% of base per thousand gallons for the first 1,000 gallons over allocation.

10% of base per thousand gallons for the second 1,000 gallons over allocation.

20% of base per thousand gallons for the third 1,000 gallons over allocation.

25 % of base per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is greater than 10,000 gallons per month or more:

1.2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

1.5 times the block rate for each 1,000 gallons from 5 percent though 10 percent above allocation.

1.8 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.

2.0 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein, "block rate" means the charge to that customer per 1,000 gallons at the regular water rate schedule at the level of the customer's allocation.

### **Industrial Customers (Stage 6)**

A monthly water allocation shall be established by the District's general manager or his/her designee, for each industrial customer, which uses water for processing

purposes. The industrial customer's allocation shall be approximately 90% of the customer's water usage baseline. Ninety days after the initial imposition of the allocation for industrial customers, the industrial customer's allocation shall be further reduced to 85% of the customer's water usage baseline. The industrial customer's water use baseline will be computed on the average water use for the 12 month period ending prior to the date of implementation of Stage 2 of the Plan, if the industrial water customer's billing history exists. The general manager shall give his/her best effort to see that notice of each industrial customer's allocation is mailed to such customer. If, however, a customer does not receive such notice, it shall be the customer's responsibility to contact the District to determine the allocation, and the allocation shall be fully effective notwithstanding the lack of receipt of written notice. Upon request of the customer or at the initiative of the District's general manager, the allocation may be reduced or increased: (1) if the designated period does not accurately reflect the customer's normal water use because the customer had shutdown a major processing unit for repair or overhaul during the period, (2) the customer has added or is in the process of adding significant additional processing capacity, (3) the customer has shut down or significantly reduce the production of a major processing unit, (4) the customer has previously implemented significant permanent water conservation measures such that the ability to further reduce water use is limited, (5) the customer agrees to transfer part of its allocation to another industrial customer, or (6) if other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the District's general manager or alternatively, a special water allocation review committee. Industrial customers shall pay the following surcharges:

Customers whose allocation is 1,000 gallons through 10,000 gallons per month:

5% of base per thousand for the first 1,000 gallons over allocation.

10% of base per thousand gallons for the second 1,000 gallons over allocation.

20% of base per thousand gallons for the third 1,000 gallons over allocation.

25% of base per thousand gallons for each additional 1,000 gallons over allocation.

Customers whose allocation is greater than 10,000 gallons per month or more:

1.2 times the block rate for each 1,000 gallons in excess of the allocation up through 5 percent above allocation.

1.5 times the block rate for each 1,000 gallons from 5 percent through 10 percent above allocation.

1.8 times the block rate for each 1,000 gallons from 10 percent through 15 percent above allocation.



- 2.0 times the block rate for each 1,000 gallons more than 15 percent above allocation.

The surcharges shall be cumulative. As used herein “block rate” means the charge to the customer per 1,000 gallons at the regular water rate schedule at the level of the customer’s allocation.

## I. VARIANCES

The District’s general manager may grant temporary variances for water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause a condition adversely affecting the health, sanitation, or fire protection for the public or 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.
3. Special circumstances exist as indicated below:

### Residential / Commercial New Lawn / Landscaping

Customers may apply for a variance if they are installing a new landscape at the time of construction or a new home or commercial business. Where a home closing or permit is dependent on establishment of landscape, variances are for 30 days:

- 15 days - water every day;
- 15 days - water every other day;
- No watering between the hours of 10:00 a.m. and 7:00 p.m.; and
- Following the variance period, the property is expected to return to the watering schedule currently in effect.

### Large Properties / HOAs / Schools / Parks

Large landscaped areas which cannot to be watered in one day may be divided up into multiple days. A written schedule must be filed with the District detailing days, times and specific sections to be irrigated.

### Weather Based Irrigation Controllers

Customers with irrigation controllers connected to and controlled by instruments monitoring local weather may be granted a variance from watering days and

times during Stage 1 ONLY. Presence and function of the controller must be verified by District staff prior to a variance being granted.

### Special Circumstance Variances

Variances may be granted when compliance with the watering restrictions adversely affects health and safety, fire protection, herbicide / pesticide application, or substantially threatens an applicant's primary source of income. Please note the following policies for special Circumstance variances during watering restrictions:

#### Schedule Conflicts

Customers who are regularly required to work out of town on their scheduled watering day and must water by sprinkler hose may submit a statement attesting to the work conflict. These requests will be evaluated on a case-by-case basis. If the variance is approved, an alternate watering day will be assigned for the duration of restrictions. Variances for other problems will also be evaluated on a case-by-case basis.

Variances will not be granted for personal conflicts including religion, sports, vacation, or trash pickup days.

#### Health Variances

Customers with a medical condition that requires them to receive assistance with watering.

Persons requesting a variance from the provisions of this ordinance shall request the variance at the District office in person or by letter, by e-mail or phone within five days after the Plan or a particular drought response stage has been invoked. The District staff will make every effort to work with customers to establish a satisfactory solution to water use problems. All requests for variances shall be reviewed by the District's general manager or his/her designee, and shall include the following:

1. Name, address, contact phone and email of the petitioner(s) and address of the property affected.
2. Type of variance requested, or specific provision(s) of the Plan from which the petitioner is requesting relief.
3. Reason for variance request.
4. Description of the relief requested.
5. Period of time for which the variance is sought.

6. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan if applicable.

After the expiration of a variance, the property is expected to return to the watering schedule currently in effect. No variance shall be retroactive or otherwise justify violations of this plan prior to the issuance of the variance.

## J. ENFORCEMENT

1. No person shall knowingly or intentionally allow the use of potable water from WCID No. 17 for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Water Conservation and Drought Contingency Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the general manager, or his/her designee.
2. Any person who violates this Plan is guilty of a misdemeanor and, shall be punished by a fine of not less than \$200.00, and not more than \$2000.00. The first offense will generate a warning; the second offense will warrant a \$200.00 fine, the third \$500.00, fourth \$1000.00, and the fifth \$2000.00. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person or entity commits two or more distinct violations of this Plan, the general manager shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, and any other costs incurred by the District in discontinuing service. In addition, suitable assurance must be given to the District that the same violation shall not be repeated while the Plan is in effect. Compliance with this plan may also be sought through the assistance of the Travis County Sheriff's Office, or through the Travis County District Court.
3. Any person or entity in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, but any such person shall have the right to show that he/she did not commit the violation.
4. Any employee of WCID No. 17, police officer, or other employee designated by the District's general manager, may issue a warning or fine citation to a person he/she reasonably believes to be in violation of this Ordinance.

## K. RECREATION / IRRIGATION WATER USE

Water District No. 17's General Manager will be responsible for the initiation and termination of drought response stages based on the triggering criteria set forth in this

Travis County WCID No. 17 Drought Contingency Plan for municipal, recreational, irrigation of common areas and golf course water use to include the UT Golf Club and the Flintrock Falls golf course. Water District No. 17 will also comply with or exceed the requirement of LCRA's Water Management Plan with regard to interruptible raw water supply for recreational uses.