

Please execute below to evidence your receipt of this notice and agreement thereto in accordance with the terms of the MUD 4 Agreement and the Goforth Agreement.

Very truly yours,

Sunfield Municipal Utility District No. 4

By: _____

Name: _____

Its: _____

Goforth Special Utility District

By: _____

Name: _____

Its: _____

ACCEPTED AND AGREED:

Guadalupe-Blanco River Authority

By: _____

Name: _____

Its: _____

EXHIBIT "F"

Major Facilities

Major Facilities – Existing:

	<u>Actual Cost</u>	<u>Sunfield Share</u>
Plant H, Phase 1	\$909,567.50	\$406,576.67
Plant A, Electrical Impr.	\$417,208.64	\$186,492.26

Major Facilities – Proposed:

	<u>Actual Cost</u>	<u>Sunfield Share</u>
Plant H, Altitude Valve	\$65,000.00	44%
SCADA Improvements	\$23,000.00	100%

Exhibit "G"

INSURANCE COVENANTS

Types of Insurance Required. Districts shall at their own expense maintain at all times policies of liability insurance ("***Liability Insurance***") with limits not less than those set forth below with insurers licensed to do business in the State of Texas. It is understood and acknowledged that the Districts have contracted with Texas Municipal League Intergovernmental Risk Pool and such insurer is acceptable to Goforth.

1. Commercial General Liability.

Bodily Injury	\$500,000 each occurrence, or
Property Damage	equivalent, subject to a
(Occurrence Basis)	\$1,000,000 aggregate
Deductible	Not to exceed \$10,000

To the maximum extent allowed by law, the policy shall include indemnification of Goforth in accordance with this Agreement. The policy shall also provide that Goforth shall be separately defended and pay damages on behalf of each covered party, subject to the limits of coverage.

Certificates of Insurance. Evidence of the insurance coverage required to be maintained by the Districts represented by Certificates of Insurance issued by the insurance carrier(s), must be furnished to Goforth prior to the Districts or of any of its employees, invitees or contractors beginning construction. Certificates of Insurance for the Liability Insurance shall specify that Goforth is an indemnified party by contract to the maximum extent allow by law. Such Certificates of Insurance shall state Goforth will be notified in writing at least ten (10) days prior to cancellation, material change, or non-renewal of insurance. The Districts shall provide to Goforth a copy of any and all applicable insurance policies upon request of Goforth. Timely renewal certificates shall be provided to Goforth as each coverage or policy renews.

“Agreement 2”

AMENDMENT NO. 2
TO AGREEMENT CONCERNING
CREATION AND OPERATION OF
SUNFIELD MUNICIPAL UTILITY DISTRICT NO. 1
(FORMERLY WINFIELD MUNICIPAL UTILITY DISTRICT NO. 1)

THE STATE OF TEXAS §
 §
COUNTIES OF HAYS AND TRAVIS §

This Amendment No. 2 ("Amendment No. 2") to Agreement Concerning Creation and Operation of Winfield Municipal Utility District No. 1 (the "Agreement") is made and entered into by and among the City of Buda, Texas (the "City"), a municipal corporation situated in Hays County, Texas, acting by and through its Mayor as authorized by specific action of its City Council, Sunfield Municipal Utility District No. 1, formerly known as Winfield Municipal Utility District No. 1 ("District No. 1"), a municipal utility district created and operating pursuant to Chapters 49 and 54 of the Texas Water Code, and 2428 Partners, L.P., a Texas limited partnership ("Landowner"). In consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS

A. The City has heretofore consented to the creation of District No. 1 by Resolution dated May 6, 2003, and the parties have entered into the Agreement.

B. The City and Landowner entered into that certain Amendment No. 1 to Agreement Concerning Creation and Operation of Winfield Municipal Utility District No. 1 on October 5, 2004.

C. District No. 1 was created by the Texas Commission on Environmental Quality ("TCEQ") by an Order dated June 27, 2005.

D. District No. 1's name was changed to Sunfield Municipal Utility District No. 1 of Hays County, Texas by Order of TCEQ dated April 10, 2006.

E. The purpose of this Amendment No. 2 is to amend the Agreement to: (1) modify the procedure for annexation of certain lands into the corporate limits of the City; (2) permit District No. 1 to contract with Goforth Water Supply Corporation for the provision of water supply services and water production and distribution facilities to serve any areas within District No. 1; (3) provide for the City's consent to the inclusion of the 5.649 acre tract more particularly described on **Exhibit "A"** attached hereto (the "5.649 Acre Tract") within District No. 1 pursuant to Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code; (4) amend the original land use plan attached to the Agreement; (5) clarify applicable lot and other land use standards; and (6) provide for the dedication by the Landowner of approximately 1.5 acres to the City's Fire Department for a fire/EMS station.

For and in consideration of the premises and mutual agreements, covenants and conditions hereinafter set forth, the parties hereby contract and agree as follows:

Section 1. Article I of the Agreement is amended in its entirety to read as follows:

The Landowner agrees to file, or cause to be filed, with the City a petition for annexation for limited purposes of the Commercial Property and any additional land annexed to District No. 1 that is designated for commercial use, including the Additional Commercial Property and the 5.649 Acre Tract. The petition shall be filed within the later of thirty (30) days after the later of (1) execution of this Agreement or (2) approval by the City and District No. 1 or the Landowner, as applicable, of (i) a development agreement (the "Development Agreement") between the City and the Landowner continuing the extraterritorial status of such commercial property and its immunity from annexation and specifying the uses and development of such commercial property before and after such annexation pursuant to Section 212.172, Local Government Code; (ii) a strategic partnership agreement (the "Strategic Partnership Agreement") between the City and District No. 1 authorizing the annexation of certain land within District No. 1 for limited purposes pursuant to Section 43.0751, Local Government Code, and (iii) an economic development agreement (the "Economic Development Agreement") between the City and the Landowner providing for performance based economic development grant payments to the Landowner resulting from such commercial property pursuant to Chapter 380, Local Government Code, for the term of up to twenty (20) years or until the costs of the projects included in the Economic Development Agreement are fully paid, whichever occurs first. The term "bonds for which District No. 1 is responsible" includes bonds issued by District No. 1 itself and bonds issued by the "Master District" for which District No. 1 is responsible, all as permitted in Article II below. If any of the Commercial Property, or additional land annexed to District No. 1 that is designated for commercial use, including the Additional Commercial Property and the 5.649 Acre Tract, is annexed by the City for full purposes, then the City shall enter into an agreement to abate City Ad Valorem taxes in excess of \$0.17 per \$100 of assessed valuation pursuant to Chapter 312 of the Texas Tax Code. If any commercial property owner within District No. 1 requests to participate in the Economic Development Agreement, the City, District No. 1, and the Landowner will reevaluate and, upon agreement by all parties, amend this Article I.

Section 2. Goforth Water Supply Corporation. Pursuant to the requirements of Article III of the Agreement, the City hereby consents to and authorizes District No. 1 to contract with Goforth Water Supply Corporation for the provision of water supply services and water production and distribution facilities to serve any areas within District No. 1.

Section 3. Pursuant to the requirements of Article V, Paragraph A(3) of the Agreement, the City hereby consents to and authorizes the annexation of the 5.649 Acre Tract, currently located entirely within the City's extraterritorial jurisdiction and more particularly described on **Exhibit "A"** attached hereto, into the boundaries of District No. 1.

Section 4. Article VI, Paragraph C is amended in its entirety to read as follows:

C. Notwithstanding anything to the contrary in Subsection B above, Landowner agrees (i) to petition or cause a petition to be filed with the City for annexation of the Commercial Property and any additional land annexed to District No. 1 that is designated for commercial uses, including the Additional Commercial Property and the 5.649 Acre Tract, for limited purposes into the City within the later of thirty (30) days of the date of execution of this Agreement or thirty (30) days after approval of the Development Agreement, Economic Development Agreement, and the Strategic Partnership Agreement by the City and District No. 1 or the Landowner, as applicable, and (ii) to petition Austin for release of the Other Property from Austin's extraterritorial jurisdiction and to petition the City for addition of the Other Property to the City's extraterritorial jurisdiction within thirty (30) days after the effective date of this Agreement. If (i) Landowner does not file the petition for annexation of the Commercial Property and any additional land annexed to District No. 1 that is designated for commercial uses for limited purposes by the City within thirty (30) days after approval of the Development Agreement, Economic Development Agreement, and the Strategic Partnership Agreement as provided above, or (ii) Landowner does not file the petition with Austin for release of the Other Property from Austin's extraterritorial jurisdiction and petition with the City for the addition of the Other Property to the City's extraterritorial jurisdiction within thirty (30) days after the effective date of this Agreement, then the City may terminate this Agreement and revoke its consent to the creation of District No. 1 and issuance of any bonds by District No. 1 by giving Landowner and, if applicable, District No. 1 ten (10) days prior written notice of termination.

Section 5. Article VIII, Paragraphs A and B of the Agreement are amended in their entirety to read as follows:

A. **Land Plan and Land Plan Changes.** The Parties agree that the Land Plan ("Land Plan"), attached hereto as Exhibit C and incorporated herein for all purposes including notations thereon, as the same may be amended from time to time with the concurrence of a majority of the City Council of the City and Landowner, its successors and assigns is the agreed plan for the development of the land within District No. 1, including the Commercial Property and any additional land annexed to District No. 1 that is designated for commercial uses, including the Addition Commercial Property and the 5.649 Acre Tract. The City and Landowner agree to negotiate in good faith to enter into the Development Agreement in accordance with Section 212.172, Local Government Code, pursuant to which they will adopt the Land Plan, specify the uses and development of the land within District No. 1 before and after annexation into the City, and agree upon what specific provisions of the City's Unified Development Code are to be applied and enforced with respect to such land.

B. Zoning. The parties agree that upon annexation of the land within District No. 1, the Land Plan, and uses and development of the land described therein and in the Development Agreement, shall continue to apply and be controlling. The Landowner agrees to apply for zoning of a particular tract of land consistent with the Land Plan in an area which has been annexed by the City prior to commencement of development of that tract of land. To the extent permitted by applicable law, pursuant to the Development Agreement the City will zone the tract of land within a reasonable period of time after receiving a complete application for zoning such tract in accordance with and as delineated in the Land Plan. Landowner shall, at its cost, provide to the City a field note description of each tract as delineated in the Land Plan and shall pay the costs of notification required by law. Notwithstanding any language to the contrary in this Agreement, nothing in this Agreement shall be construed to prohibit Landowner from filing applications to rezone property zoned by the City in accordance with the City's Zoning Ordinance; nor shall any provision of this Agreement, including all exhibits attached hereto, be construed to prohibit the exercise by the City Council of its police power authority under its Charter and the laws of the state of Texas except as may be authorized under Section 212.172, Local Government Code, and Section 43.0751, Local Government Code. The parties agree to negotiate in good faith to enter into a Development Agreement and a Strategic Partnership Agreement to incorporate the terms and provisions hereof.

Section 6. Exhibit C to the Agreement is hereby revised as attached as **Exhibit "C"** to this Amendment No. 2.

Section 7. Lot Standards. Except as otherwise set forth below, all tracts depicted on the approved Winfield General Development Plan dated August 18, 2005, as amended from time to time (the "GDP"), which are within the City's extraterritorial jurisdiction, will be developed according to the lot standards set forth in Table 5-1 of the City's Uniform Development Code. Tracts labeled as "Residential" on the GDP will be developed as High Density Residential per Table 5-1, and tracts labeled as "High Density Residential" on the GDP will be developed as Duplex Residential and/or Multifamily Residential per Table 5-1.

Section 8. Fire/EMS Station. Landowner agrees to dedicate to the Buda Fire Department (the "Fire Department") approximately 1.5 acres at a location mutually acceptable to the Landowner and the Fire Department for use as a fire/EMS station. Landowner will use good faith efforts and exercise all reasonable diligence to identify the location and consummate the dedication to the Fire Department of the fire/EMS station site prior to recording the Final Plat for the first subdivision to be developed by Landowner within District No. 1.

Section 9. Roadway Projects.

A. Landowner agrees to obtain all required environmental clearance, right of way, utility relocation and constructions plans and provide for 100% of the funding for the FM 2001 realignment from the I-35 interchange to FM 2001, as shown on the sketch attached hereto as **Exhibit "B"**. This project shall be substantially completed in September 2007.

B. Landowner agrees to obtain all environmental clearance, right of way, utility relocation and construction plans and provide 100% funding for the construction of the Main Street Extension project from CR 118 to the northeast boundary of MUD #2 where said extension would intersect with Turnerville Road, as shown on the sketch attached hereto as Exhibit "B". This project shall be completed by the earlier of 2 years or the deadline set forth in the advance funding agreement to be executed by the City, Landowner and TXDOT of the completion of SH 45 between IH 35 and US 183.

C. Landowner agrees to obtain all environmental clearance, right of way, utility relocation and construction plans and provide 100% funding for the construction of the Commercial Loop Road, as shown on the sketch attached hereto as Exhibit "B". This project shall be substantially completed in March 2008.

D. The City will obtain a state Infrastructure Bank loan to facilitate the construction of the Main Street Extension from IH-35 to CR 118 as shown on the sketch attached hereto as Exhibit "B". This project shall be substantially completed in September 2007. The estimated cost of this project is \$2,000,000. The cost of repaying said SIB loan shall come from sales tax generated from certain areas abutting the extension of Main Street from I-35 to CR 118. If the sales tax generated from said area is insufficient to repay the annual debt payments of said loan, the City will reduce the reimbursement due the Developer from the sales tax derived from the area annexed for limited purposes in an amount sufficient to repay said SIB loan.

E. Landowner and City further agree that the Landowner may be entitled to a partial reimbursement of the costs of design and construction of the projects listed above solely from the reimbursement of a certain percentage of sales tax derived from certain commercial properties within the District which will be annexed into the City for the limited purpose of the collection of sales tax. The specific terms and conditions of this reimbursement shall be as stated in a Strategic Partnership Agreement and an Economic Development Agreement which shall be agreed to, approved, and adopted by the City and the District at a later date.

F. The failure to substantially complete the above-stated projects within completion time frames shall constitute a material default, and, in such an event, the City reserves the right to object to the issuance of any debt by the District, this objection right terminates after the projects are completed. If the City is in default, the Landowner is not required to complete the above-stated projects during the period of default and the deadlines for completion shall be extended for an additional period equal to the number of days the City was in default.

Section 10. Force Majeure. If, by reason of force majeure, either party may be rendered unable, in whole or in part, to carry out its obligations under this Agreement, the party whose performance is so affected must give notice and the full particulars of such force majeure to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended during the continuance of the inability then claimed but for no longer period and such party will endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States

or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a party to perform due to any other causes not reasonably within the control of the party claiming such inability.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 2 to be executed by its undersigned duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

Attest:

By: *Janet Milan*
City Clerk

CITY OF BUDA

By: *[Signature]*

Name: John Trube

Title: Mayor

Date: 8-16-06

[SEAL]

Attest:

By: *[Signature]*

Danny Peoples

Secretary, Board of Directors

SUNFIELD MUNICIPAL UTILITY DISTRICT
NO. 1

By: *[Signature]*

Name: Ken Rigsbee

Title: President, Board of Directors

Date: 8/23/06

2428 PARTNERS, L.P., a Texas limited partnership

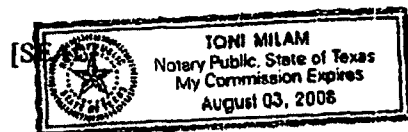
By: 2428 Management, LLC, a Delaware limited liability company, its General Partner

By: [Signature]
Name: J. Tim Moore
Title: Senior Vice President
Date: 8/22/06

By: Katherine R Russell
Name: Katherine R. Russell
Title: Vice President
Date: 8/22/06

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me, on the 16th day of August, 2006, by John Trube, Mayor of the City of Buda, Texas, on behalf of the City.

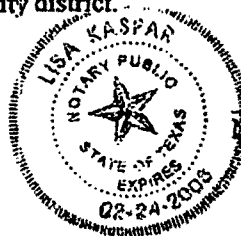


[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me, on the 23rd day of August, 2006, by Ken Rigsbee, President of the Board of Directors of Sunfield Municipal Utility District, on behalf of said municipal utility district.

[SEAL]



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 22 day of August, 2006, by Tim Moore, Senior Vice President of 2428 Management, LLC, General Partner of 2428 Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]



Katie Arcement
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me, on the 22 day of August, 2006, by Katherine R. Russell, Vice President of 2428 Management, LLC, General Partner of 2428 Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]



Katie Arcement
Notary Public, State of Texas

Exhibit "A"

2.771 ACRES
BUDA PRA II, LP

FN. NO. 06-347(MAZ)
JUNE 22, 2006
BPI JOB NO. 1428-02.93

DESCRIPTION

OF 2.771 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3 AND TRINIDAD VARCINAS SURVEY NO. 9, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF F.M. 2001 AND I.H. -35 RIGHT-OF-WAYS DESCRIBED IN DEEDS OF RECORD IN VOLUME 108, PAGE 183, VOLUME 157, PAGE 163, VOLUME 157, PAGE 549, AND VOLUME 157, PAGE 431, ALL OF THE DEED RECORDS OF HAYS COUNTY TEXAS; SAID 2.771 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found on the easterly right-of-way line of IH-35, for the westerly common corner of that certain called 362.110 acre tract described in the deed to 2428 Partners, L.P., of record in Volume 2566, Page 235 of the Official Public Records of Hays County, Texas and that certain 20.697 acre tract described in the deed to Johnson Special Land, Ltd., of record in Volume 2468, Page 77 of said Official Public Records, from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of IH-35, at or near TXDOT Station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 1104.77 feet;

THENCE, S22°55'15"W along said easterly right-of-way line of IH-35, the same being the westerly line of said 362.110 acre tract, a distance of 259.49 feet to a calculated angle point at or near TXDOT Station 65+97.66, 231.87 LT., for the **POINT OF BEGINNING** and northerly corner hereof, the same being the intersection of said easterly right-of-way line of IH-35 and the easterly right-of-way line of FM 2001;

THENCE, along said easterly right-of-way line of FM 2001, the same being the westerly line of said 362.110 acre tract, the following three courses and distances:

- 1) S02°30'26"E, passing a TXDOT concrete right-of-way monument found at a distance of 83.10 feet, continuing for a total distance of 851.54 feet to a calculated angle point for the point of curvature of a curve to the left;
- 2) Along said curve to the left, having a radius of 5688.95 feet, a central angle of 03°55'59", an arc length of 390.51 feet, and a chord which bears S04°28'29"E, a distance of 390.43 feet to a calculated point for the end of said curve;
- 3) S06°26'28"E, a distance of 41.22 feet to a calculated point for the southeasterly corner hereof, from which from which a TXDOT concrete right-of-way monument found in said easterly right-of-way line at or near FM 2001 Station 17+75.30 bears the following two calls: S06°26'28"E, a distance of 147.96 feet to a calculated point and along the arc of a curve to the right having a radius of 3559.29 feet, a central angle of 05°06'00", an arc length of 343.52 feet, and a chord which bears S03°53'28"E, distance of 342.41 feet,

1 of 14

THENCE, N68°03'06"W, leaving the westerly line of said 362.110 acre tract, over and across said FM 2001 right-of-way along the southerly line hereof, a distance of 90.93 feet to a calculated point for the southwesterly corner hereof, being in the curving westerly right-of-way line of said F.M. Highway 2001, the same being in the easterly line of Overpass Road right-of-way (100' R.O.W.)- Volume 175, Page 292, of said Deed Records, from which a TXDOT concrete right-of-way monument found in the southerly line of Overpass Road, at or near TXDOT IH-35 Station 78+68.04, 338.08' LT. bears N85°12'38"W, a distance of 364.55 feet (direct survey tie);

THENCE, in part along said easterly right-of-way of Overpass Road, the westerly right-of-way line of F.M. Highway 2001, and the easterly right-of-way line of IH-35, the same being in part the easterly line of that certain 0.20 acre tract described in the deed to Robert Hill and Eddie Royston, of record in Volume 474, Page 740 of said Deed Records, in part the easterly line of that certain 1.698 acre tract described in the deed to Three Visions II of record in Document No. 9918434, in part the easterly line of that certain 0.154 acre tract described in the deed to PRA Buda II, LP of record in Volume 2789, Page 248, in part the easterly line of that certain 0.380 acre tract described in the deed to PRA Buda II, LP of record in Volume 2768, Page 496, in part the easterly line of that certain 0.194 acre tract described in the deed to PRA Buda II, LP of record in Volume 2794, Page 86, and in part the easterly line and northerly line of that certain 0.979 acre tract described in the deed to PRA Buda II, LP of record in Volume 2739, Page 398, all of the Official Public Records of Bays County, Texas, the following three (3) calls:

- 1) Along a curve to the right, having a radius of 5768.94 feet, passing at an arc distance of 42.88 feet a TXDOT right-of-way monument found for the northeasterly corner of said of said Overpass Road right-of-way, continuing for a total central angle of 3°54'47", an arc length of 393.29 feet, and a chord which bears N04°27'53"W, a distance of 393.91 feet to the calculated end of said curve, being at or near TXDOT F.M. 2001 Station 8+53.3, 40' RT.;
- 2) N02°30'28"W, a distance of 349.64 feet to a calculated angle point, being the northeasterly corner of said 0.979 acre tract, at or near TXDOT F.M. 2001 Station 5+04, 40' RT. and IH-35 Station 70+88.73, 366.63' LT.;
- 3) S88°18'08"W, a distance of 157.58 feet to a calculated point for the northwesterly corner of said 0.979 acre tract, for an angle point in the easterly right-of-way line of IH-35 (R.O.W. varies), at or near TXDOT IH-35 Station 71+52.74, 222' 40' LT.;

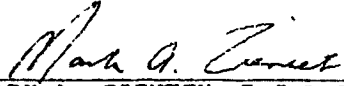
FN 06-347(MAZ)
JUNE 22, 2006
PAGE 3 OF 5

THENCE, N22°55'15"E. over and across said IH-35, right-of-way, a distance of 553.28 feet to the POINT OF BEGINNING, containing an area of 2.771 acres (120,700 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS NOTE: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS E335, H061, A521, AND A520.

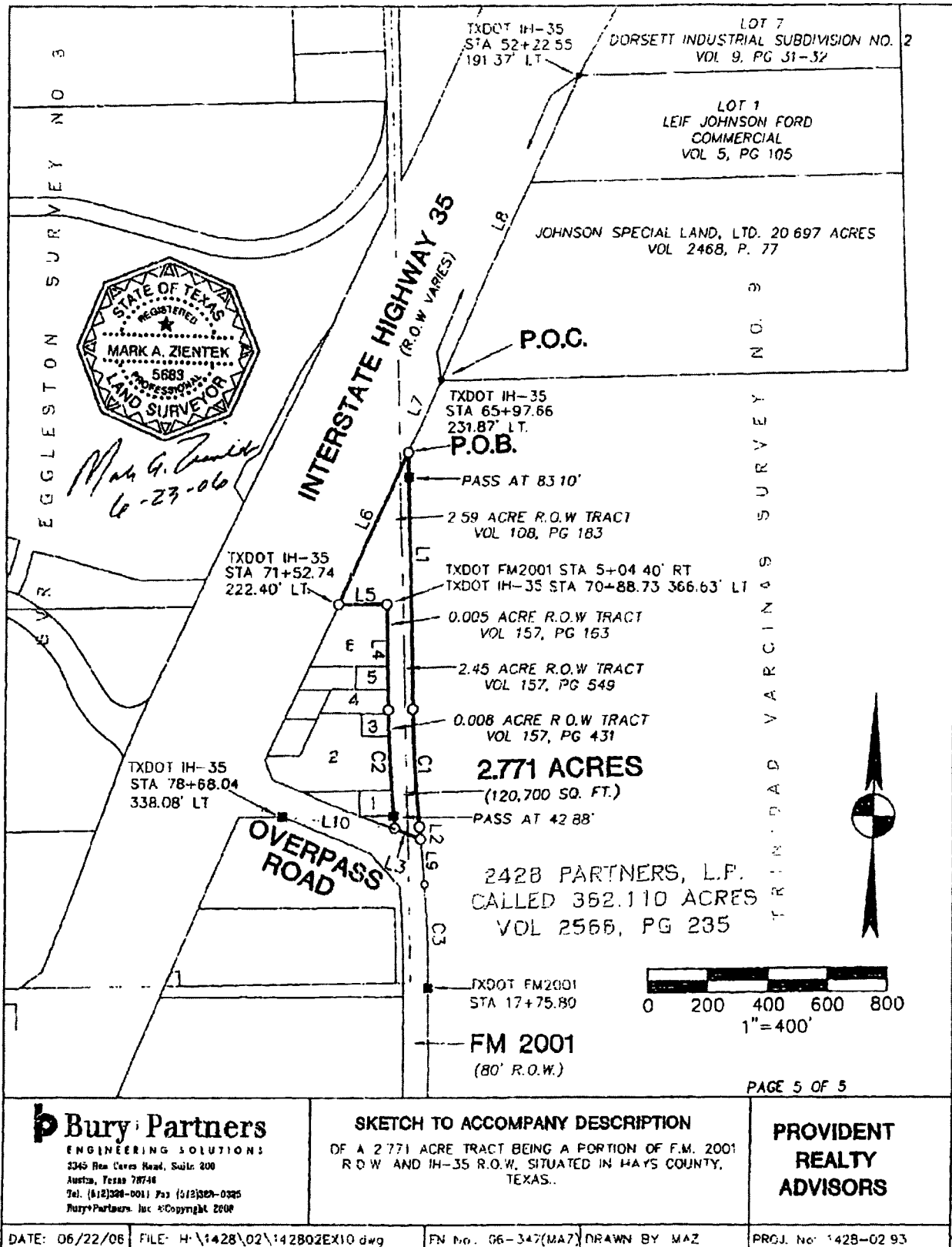
I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. UNDER MY DIRECTION AND SUPERVISION. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS DESCRIPTION, REFERENCE BPI SURVEY PLAN NO. 142802EX10.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746


MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



4-23-06



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ADJACENT PROPERTY TABLE

1	2	3
ROBERT HILL & EDIE ROYSTON 0.20 ACRE VOL 474, PG 740	THREE VISIONS II 1.698 ACRES DOC. 9918434	PRA BUDA II, LP 0.154 ACRE VOL 2789, PG. 248
4	5	6
PRA BUDA II, LP 0.380 ACRE VOL. 2768, PG. 496	PRA BUDA II, LP 0.194 ACRE VOL. 2794, PG. 86	PRA BUDA II, LP 0.979 ACRE VOL. 2739, PG. 398

LEGEND

- 1/2-INCH IRON ROD FOUND
- CALCULATED POINT
- R.O.W. MONUMENT FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING

LINE TABLE

No.	Bearing	Distance
L1	S02°30'26"E	851.54
L2	S06°26'28"E	41.22
L3	N68°03'06"W	90.93
L4	N02°30'28"W	349.64
L5	S88°18'08"W	157.58
L6	N22°55'15"E	553.28
L7	S22°55'15"W	259.49
L8	N22°55'15"E	1104.77
L9	S06°26'28"E	147.96
L10	N85°12'38"W	364.55

CURVE TABLE

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	3°55'59"	5688.95	390.51	390.43	S04°28'29"E
C2	3°54'47"	5768.94	393.99	393.91	N04°27'53"W
C3	5°06'00"	3859.29	343.52	343.41	S03°53'28"E

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

PAGE 5 OF 5

b Bury Partners

ENGINEERING SOLUTIONS
3045 Bee Cove Road, Suite 200
Austin, Texas 78746
Tel. (512)328-0031 Fax (512)328-0325
BuryPartners, Inc. ©Copyright 2006

SKETCH TO ACCOMPANY DESCRIPTION

OF A 2.771 ACRE TRACT BEING A PORTION OF F.M. 2001
R.O.W. AND 14--35 R.O.W, SITUATED IN HAYS COUNTY,
TEXAS

**PROVIDENT
REALTY
ADVISORS**

DATE: 06/22/06 FILE: H:\1428\02\142802EX10.dwg FN No. 06-347(MAZ) DRAWN BY: MAZ PROJ. No: 1428-02.53

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2.489 ACRES
BUDA
PRA-BUDA II TRACTS

FN. NO. 06-325(CAG)
JUNE 9, 2006
BPI JOB NO. 1428-02.93

DESCRIPTION

OF 2.489 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.291 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2842, PAGE 460; ALL OF THAT CERTAIN 0.228 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2878, PAGE 86; ALL OF THAT CERTAIN 0.294 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2928, PAGE 434; ALL OF THAT CERTAIN 0.979 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2739, PAGE 398; ALL OF THAT CERTAIN 0.194 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2794, PAGE 86; ALL OF THAT CERTAIN 0.380 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2768, PAGE 496; AND ALL OF THAT CERTAIN 0.154 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2789, PAGE 248, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.489 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron with cap stamped "Hinkle Surveyors" found on the easterly right-of-way line of Interstate Highway No. 35 (R.O.W. varies), for the common westerly corner of said 0.291 acre tract and that certain 1.694 acre tract of land conveyed to Three Visions II by deed of record in Document No. 9918434 of said Official Public Records, for the southwesterly corner hereof, from which a concrete monument found at TXDOT IH-35 called station 78+68.04, 338.08' LT.(C.S.J. No. 001601095-TYP), being on the southerly line of Overpass Road (100' R.O.W.) bears S15°01'28"E, a distance of 208.37 feet(Direct survey tie);

THENCE, N22°55'15"E, along the easterly right-of-way line of Interstate Highway No. 35, for the westerly line hereof, being the westerly lines of said 0.291 acre tract, said 0.228 acre tract, said 0.294 acre tract, and said 0.979 acre tract, a distance of 549.01 feet to a calculated point for the northwesterly corner hereof, being at or near TXDOT IH-35 Station 71+52.74, 222.40' LT., from which a 1/2 inch iron rod found bears N88°18'08"E, a distance of 0.55 feet, and also from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of IH-35, being at or near TXDOT Station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 1917.53 feet;

THENCE, N88°18'08"E, continuing along the easterly right-of-way line of Interstate Highway No. 35, being the northerly line of said 0.979 acre tract and hereof, a distance of 157.58 feet to a calculated point for the northeasterly corner hereof lying in the westerly right-of-way line of F.M. 2001 (80' R.O.W.), from which a 1/2 inch iron rod found bears N88°18'08"E, a distance of 0.76 feet;

THENCE, S02°30'28"E, along the westerly right-of-way line of F.M. 2001, the same being in part the easterly line of said 0.979 acre tract, the easterly line of said 0.194 acre tract, and a portion of the easterly line of said 0.380 acre tract, for the easterly line hereof, a distance of 349.64 feet to a calculated point of curvature of a curve to the left at or near TXDOT F.M. 2001 Station 8+53.3, 40' RT.;

THENCE, continuing along the westerly right-of-way line of F.M. 2001, along said curve to the left, being in part a portion of the easterly line of said 0.380 acre tract, and the easterly line of said 0.154 acre tract, said curve having a radius of 5768.94 feet, a central angle of 0°51'34", an arc length of 86.54 feet, and a chord which bears S02°56'16"E, a distance of 86.54 feet to a calculated point for the southeasterly corner of said 0.154 acre tract and hereof, the same being the northeasterly corner of said 1.694 acre tract, from which a 1/2 inch iron rod found bears N88°43'02"E, a distance of 1.76 feet, and also from which a TXDOT right-of-way monument found at the northwesterly intersection of F.M. 2001 and said Overpass Road, being the southeasterly corner of that certain 0.20 acre tract of land conveyed to Robert Lee Hill & Eddie Royston Hill by deed of record in Volume 473, Page 740 bears along a curve to the left having a radius of 5768.94 feet, a central angle of 02°37'48", an arc length of 264.80 feet and a chord that bears S04°40'58"E, a distance of 264.78 feet;

THENCE, leaving the westerly right-of-way line of F.M. 2001, along the northerly line of said 1.694 acre tract, being in part the southerly and westerly lines of said 0.154 acre tract, a portion of the southerly line of said 0.380 acre tract, a portion of the easterly line of said 0.228 acre tract, and the easterly and southerly lines of said 0.291 acre tract for the southerly line hereof, the following five (5) courses and distances:

- 1) S88°43'02"W, a distance of 88.46 feet to a 1/2 inch iron rod found for the southwesterly corner of said 0.154 acre tract for an angle point hereof;
- 2) N03°04'20"W, a distance of 74.92 feet to a 1/2 inch iron rod found for the northwesterly corner of said 0.154 acre tract, lying in the southerly line of said 0.380 acre tract, for an angle point hereof;
- 3) S89°14'59"W, a distance of 134.33 feet to a 1/2 inch iron rod found in the easterly line of said 0.228 acre tract for the southwesterly corner of said 0.380 acre tract, for the northwesterly corner of said 1.694 acre tract, and an angle point hereof;

FN 06-325(CAG)
JUNE 9, 2006
PAGE 3 OF 4

- 4) S22°58'10"W, passing at a distance of 20.55 feet a 1/2 inch iron rod with "Hinkle Surveyors" cap found for the southeasterly corner of said 0.228 acre tract and the northeasterly corner of said 0.291 acre tract, continuing for a total distance of 154.51 feet to a 1/2 inch iron rod with "Hinkle Surveyors" cap found for the southeasterly corner of said 0.291 acre tract and an angle point hereof;
- 5) S88°07'22"W, a distance of 104.05 feet to the POINT OF BEGINNING, containing an area of 2.489 acres (108,418 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF OCTOBER 2005 AND APRIL 2006. A SURVEY SKETCH PLAT WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746

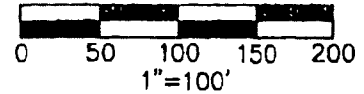
Mark A. Zientek 6-17-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



B OF 14

CURVE TABLE:

No.	Delta	Radius	Arc Length	Chord Length	Chord Bearing
C1	00°51'34"	5768.94	86.54	86.54	S02°56'16"E
C2	02°37'48"	5768.94	264.80	264.78	S04°40'58"E



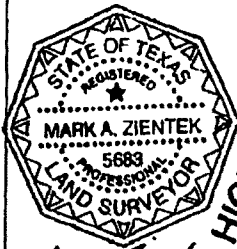
TXDOT IH-35
STA 52+22.55 191.37' LT.
CSJ NO. 001601095

TXDOT FM2001
STA 5+04
40' RT.

TXDOT IH-35
STA 71+52.74
222.40' LT.

LINE TABLE

No.	Bearing	Distance
L1	S88°43'02"W	88.46
L2	N03°04'20"W	74.92
L3	S89°14'59"W	134.33
L4	S88°07'22"W	104.05
L5	N88°18'08"E	0.55
L6	N88°18'08"E	0.76
L7	N88°43'02"E	1.76



Mark A. Zientek
4-13-06

INTERSTATE HIGHWAY 35
SVR EGGLESTON SURVEY NO. 3
(R.O.W. VARIES)

P.O.B.
W/ CAP
"HINKLE
SURVEYORS"

TXDOT IH-35
STA 78+68.04
338.08' LT.
CSJ NO. 001301095

OVERPASS ROAD
(100' ROW)

2.489 ACRES
(108,418 SQ. FT.)

1.694 ACRES
THREE VISIONS II
DOCUMENT
NO. 9918434

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- MONUMENT FOUND
- P.O.B. POINT OF BEGINNING

PRA BUDA, LP TRACTS:

- 0.291 ACRE
VOLUME 2842, PAGE 460
- 0.228 ACRE
VOLUME 2878, PAGE 86
- 0.294 ACRE
VOLUME 2928, PAGE 434
- 0.979 ACRE
VOLUME 2739, PAGE 398
- 0.194 ACRE
VOLUME 2794, PAGE 86
- 0.380 ACRE
VOLUME 2768, PAGE 496
- 0.154 ACRE
VOLUME 2789, PAGE 248

ADJOINER TRACTS

- 0.020 ACRES
ROBERT LEE HILL & EDDIE ROYSTON HILL
VOLUME 473, PAGE 740
- 0.186 ACRE
MARCUS ALBERT LEE BROWN & DROSIE ROYSTON BROWN
VOLUME 473, PAGE 755
- 362.110 ACRES
2428 PARTNERS, L.P.
VOLUME 2566, PAGE 235

THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, NAD83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

PAGE 4 OF 4

SKETCH TO ACCOMPANY DESCRIPTION

Bury+Partners
ENGINEERING SOLUTIONS
3345 Bee Creek Road, Suite 200
Austin, Texas 78748
Tel: (512)328-0011 Fax: (512)328-0225
Bury+Partners, Inc. ©Copyright 2006

OF 2.489 ACRES OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.291 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2842, PAGE 460; ALL OF THAT CERTAIN 0.228 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2878, PAGE 86; ALL OF THAT CERTAIN 0.294 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2928, PAGE 434; ALL OF THAT CERTAIN 0.979 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2739, PAGE 398; ALL OF THAT CERTAIN 0.194 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2794, PAGE 86; ALL OF THAT CERTAIN 0.380 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2768, PAGE 496; AND ALL OF THAT CERTAIN 0.154 ACRE TRACT OF LAND CONVEYED TO PRA BUDA II, LP BY DEED OF RECORD IN VOLUME 2789, PAGE 248, ALL OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

DATE: 06/09/06 FILE: H:\1428\02\142802EX9.dwg FN No.: 06-325CAG DRAWN BY: CAG PROJ. No: 1428-02.93

9 OF 14

0.202 ACRE
BUDA-PRA
HILL TRACT

FN. NO. 06-228(MAZ)
APRIL 26, 2006
BPI JOB NO. 1428-02

DESCRIPTION

OF 0.202 ACRE OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.20 ACRE TRACT HAVING BEEN CONVEYED TO ROBERT LEE HILL AND EDDIE ROYSTON HILL BY THE DEED OF RECORD IN VOLUME 473, PAGE 740, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 0.202 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with cap stamped "Hinkle Surveyors" found on the easterly right-of-way line of Interstate Highway No. 35 (R.O.W. varies), for the common westerly corner of that certain 0.291 acre tract having been conveyed to PRA Buda II, LP by the deed of record in Volume 2842, Page 460, of the Official Public Records of Hays County, Texas and that certain 1.694 acre tract described in the deed to Three Vision, Inc., of record in Document No. 9918434 of said Official Public Records, from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of Interstate Highway No. 35, at TXDOT called station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 2466.47 feet and also from which a 1/2 inch iron rod with cap stamped "Hinkle Surveyors" found for the southeasterly corner of said 0.291 acre tract bears N88°07'22"E, a distance of 104.05 feet;

THENCE, S22°55'15"W along said easterly right-of-way line of Interstate Highway No. 35, being the westerly line of said 1.694 acre tract, a distance of 15.41 feet to a calculated point for the northwesterly corner of Overpass Road right-of-way(100' R.O.W.), the same being the northerly corner of that certain 0.142 acre tract described in the deed to the State of Texas of record in Volume 175, Page 257, of said Deed Records;

THENCE, along the northerly right-of-way line of Overpass Road, being in part the northerly line of said 0.142 acre tract, in part the northerly line of that certain 0.519 acre tract described in the deed to the State of Texas of record in Volume 175, page 297, and in part the northerly line of that certain 0.523 acre tract described in the deed to the State of Texas of record in Volume 175, Page 292,, both of said Deed records, the same being a portion of the westerly and southerly lines of said 1.694 acre tract and in part the southerly line of that certain 0.186 acre tract described in the deed to Marcus Albert Lee Brown and Drosie Royston Brown, of record in Volume 473, Page 755 of said Deed Records, the following three (3) courses and distances:

- 1) S22°03'11"E, a distance of 71.06 feet to a calculated angle point, from which a TXDOT concrete right-of-way monument found on the southerly right-of-way line of Overpass Road at TXDOT IH-35 called station 78+68.04, 338.08 feet left bears S15°01'28"E, a distance of 208.37 feet(Direct survey tie);

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- 2) S68°04'46"E, passing at a distance of 99.64 feet a 1/2 inch iron rod found for the easterly corner of said 0.142 acre tract, an angle point in the southerly line of said 1.694 acre tract, the northeasterly corner of said 0.519 acre tract, and the westerly corner of said 0.186 acre tract, continuing for a total distance of 302.88 feet to a TXDOT concrete right-of-way monument found for the southeasterly corner of said 0.519 acre tract and being in the northerly line of said 0.523 acre tract;
- 3) N88°01'33"E, a distance of 5.28 feet to a calculated point for the common southerly corner of said 0.186 acre tract and said 0.20 acre tract, for the southwesterly corner and the **POINT OF BEGINNING** hereof;

THENCE, N03°26'43"W, leaving the northerly line of Overpass Road along the common line of said 0.186 acre tract and said 0.20 acre tract, for the westerly line hereof, a distance of 84.15 feet to a 1/2 inch iron rod found in the southerly line of said 1.694 acre tract, for the northerly common corner of said 0.186 acre tract and said 0.20 acre tract, for the northwesterly corner hereof;

THENCE, N87°28'45"E, along the northerly line of said 0.186 acre tract, the same being a portion of the southerly line of said 1.694 acre tract, for the northerly line hereof, a distance of 102.62 feet to a chain link fence corner post found in the westerly right-of-way line of FM 2001 (80' R.O.W.), occupying the easterly common corner of said 0.020 acre tract and said 1.694 acre tract, for the northeasterly corner hereof;

THENCE, along said westerly right-of-way line of FM 2001, being the easterly line of said 0.20 acre tract, with a curve to the left having a radius of 5768.94 feet, a central angle of 00°50'49", an arc length of 85.27 feet and a chord which bears, S05°34'27"E, a distance of 85.27 feet to a TXDOT concrete right-of-way monument found for the southeasterly corner of said 0.20 acre tract, being the northeasterly corner of said 0.523 acre tract and said Overpass Road right-of-way, for the southeasterly corner hereof;

FN 06-228 (MAZ)
APRIL 26, 2006
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THENCE, S88°01'33"W, along the northerly line of said 0.523 acre tract, being the northerly right-of-way line of Overpass Road, the same being the southerly line of said 0.20 acre tract, for the southerly line hereof, a distance of 105.81 feet to the POINT OF BEGINNING, containing an area of 0.202 acre (8,811 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF APRIL 2006. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark A. Zientek 4-28-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS



0.187 ACRE
BUDA-PRA
BROWN TRACT

FN. NO. 06-227(MAZ)
APRIL 26, 2006
BPI JOB NO. 1428-02

DESCRIPTION

OF 0.187 ACRE OF LAND OUT OF THE S.V.R. EGGLESTON SURVEY NO. 3, SITUATED IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 0.186 ACRE TRACT HAVING BEEN CONVEYED TO MARCUS ALBERT LEE BROWN AND DROSIE ROYSTON BROWN BY THE DEED OF RECORD IN VOLUME 473, PAGE 755, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 0.187 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with cap stamped "Hinkle Surveyors" found on the easterly right-of-way line of Interstate Highway No. 35 (R.O.W. varies), for the common westerly corner of that certain 0.291 acre tract having been conveyed to PRA Buda II, LP by the deed of record in Volume 2842, Page 460, of the Official Public Records of Hays County, Texas and that certain 1.694 acre tract described in the deed to Three Vision, Inc., of record in Document No. 9918434 of said Official Public Records, from which a 1/2 inch iron rod with TXDOT aluminum cap found for an angle point in said easterly right-of-way line of Interstate Highway No. 35, at TXDOT called station 52+22.55, 191.37 LT. bears N22°55'15"E, a distance of 2466.47 feet and also from which a 1/2 inch iron rod with cap stamped "Hinkle Surveyors" found for the southeasterly corner of said 0.291 acre tract bears N88°07'22"E, a distance of 104.05 feet;

THENCE, S22°55'15"W along said easterly right-of-way line of Interstate Highway No. 35, being the westerly line of said 1.694 acre tract, a distance of 15.41 feet to a calculated point for the northwesterly corner of Overpass Road right-of-way(100' R.O.W.), the same being the northerly corner of that certain 0.142 acre tract described in the deed to the State of Texas of record in Volume 175, Page 257, of said Deed Records;

THENCE, along the northerly line of said 0.142 acre tract, being the northerly right-of-way line of Overpass Road, the same being a portion of the westerly and southerly lines of said 1.694 acre tract, the following two courses and distances:

- 1) S22°03'11"E, a distance of 71.06 feet to a calculated angle point, from which a TXDOT concrete right-of-way monument found on the southerly right-of-way line of Overpass Road at TXDOT IH-35 called station 78+68.04, 338.08 feet left bears S15°01'28"E, a distance of 208.37 feet(Direct survey tie);
- 2) S68°04'45"E, a distance of 99.64 feet to a 1/2 inch iron rod found for the easterly corner of said 0.142 acre tract, for an angle point in the southerly line of said 1.694 acre tract, the northeasterly corner of that certain 0.519 acre tract described in the deed to the State of Texas, of record in Volume 175, Page 297 of said Deed Records, the westerly corner of said 0.186 acre tract, for the westerly corner and the POINT OF BEGINNING hereof;

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FN 06-227(MAZ)
APRIL 26, 2006
PAGE 2 OF 3

THENCE, N87°28'45"E, leaving the northerly line of Overpass Road along the northerly line of said 0.186 acre tract, the same being a portion of the southerly line of said 1.694 acre tract, for the northerly line hereof, a distance of 188.95 feet to a 1/2 inch iron rod found for the northerly common corner of said 0.186 acre tract and that certain 0.20 acre tract described in the deed to Robert Lee Hill and Eddie Royston Hill of record in Volume 473, Page 740 of said Deed Records, for the northeasterly corner hereof, from which a chain link fence corner post found in the westerly right-of-way line of FM 2001 (80' R.O.W.), occupying the easterly common corner of said 0.020 acre tract and said 1.694 acre tract bears N87°28'45"E, a distance of 102.62 feet;

THENCE, S03°26'43"E, along the common line of said 0.186 acre tract and said 0.20 acre tract, for the easterly line hereof, a distance of 84.15 feet to a calculated point in said northerly right-of-way line of Overpass Road, for the southeasterly corner hereof, the same being in the northerly line of that certain 0.523 acre tract described in the deed to the State of Texas, of record in Volume 175, Page 292, of said Deed Records, from which a TXDOT concrete right-of-way monument found for the southeasterly corner of said 0.20 acre tract in said westerly right-of-way line of FM 2001 bears N88°01'33"E, a distance of 105.81 feet;

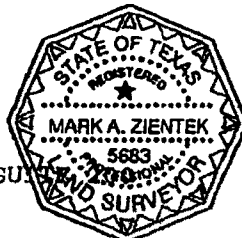
THENCE, S88°01'33"W, along the northerly line of said 0.523 acre tract, being the northerly right-of-way line of Overpass Road, the same being a portion of the southerly line of said 0.186 acre tract, for a portion of the southerly line hereof, a distance of 5.28 feet to a TXDOT concrete right-of-way monument found for an angle point hereof and the easterly corner of said 0.519 acre tract;

THENCE, N68°04'46"W, along the northerly line of said 0.519 acre tract, being the northerly right-of-way line of Overpass Road, for a portion of the southerly line hereof, a distance of 203.24 feet to the POINT OF BEGINNING, containing an area of 0.187 acre (8,166 square feet) of land, more or less, within these metes and bounds.

BEARING BASIS: THE BASIS OF BEARING IS REFERENCED TO THE TEXAS COORDINATE SYSTEM, 83(93), CENTRAL ZONE UTILIZING LCRA HARN GPS CONTROL NETWORK MONUMENTS A520, A521, H061, AND E335.

I, MARK A. ZIENTEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT THIS DESCRIPTION IS BASED UPON A SURVEY MADE ON THE GROUND BY BURY+PARTNERS, INC. DURING THE MONTH OF APRIL 2006. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS FIELDNOTE DESCRIPTION.

BURY & PARTNERS, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVES ROAD, SUITE 200
AUSTIN, TEXAS 78746



Mark A. Zientek 4-28-06
MARK A. ZIENTEK, R.P.L.S.
NO. 5683
STATE OF TEXAS

14 OF 14

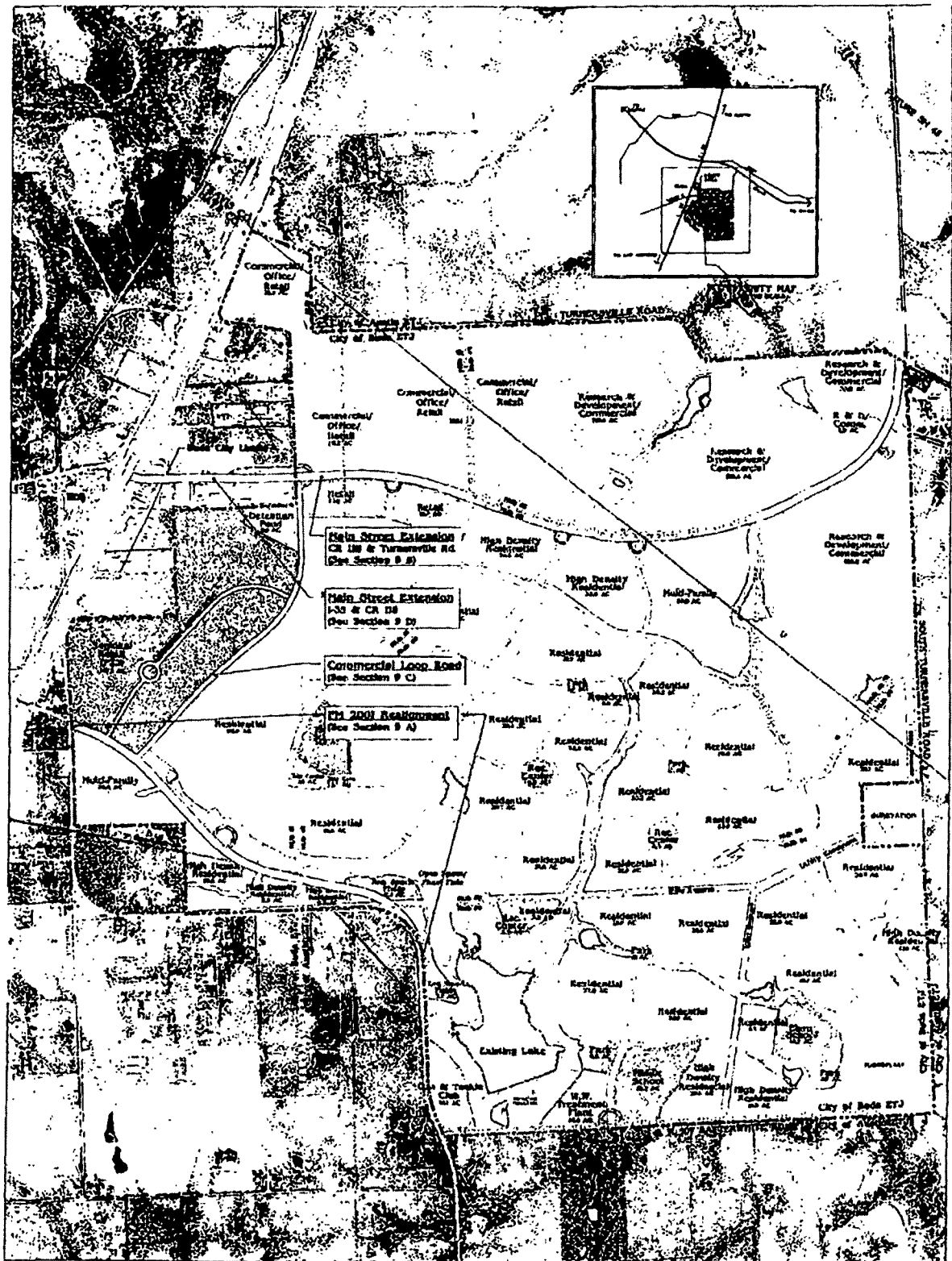
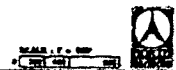
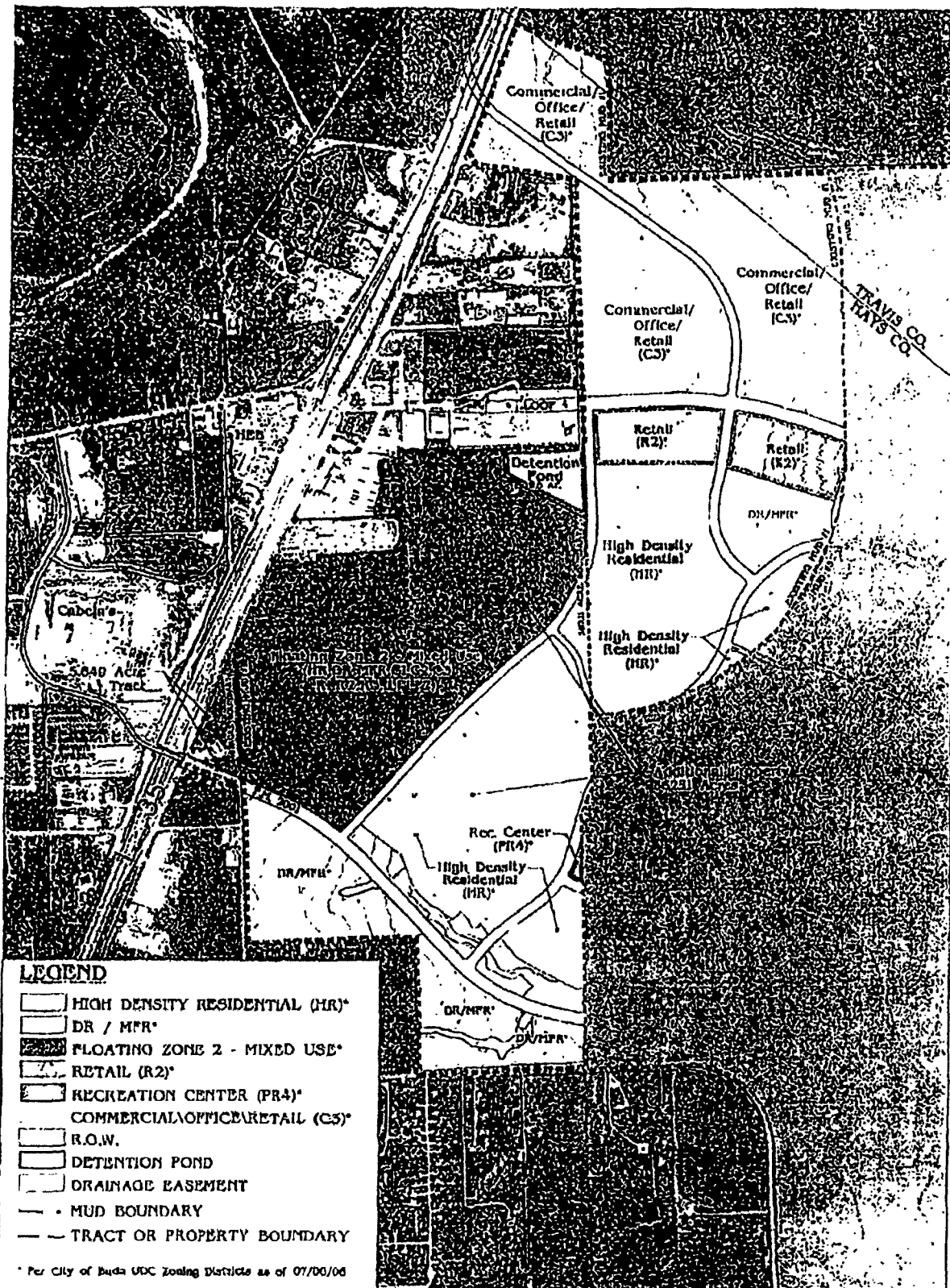


EXHIBIT "B"

Sunfield - Roadway Projects





sunfield

EXHIBIT C

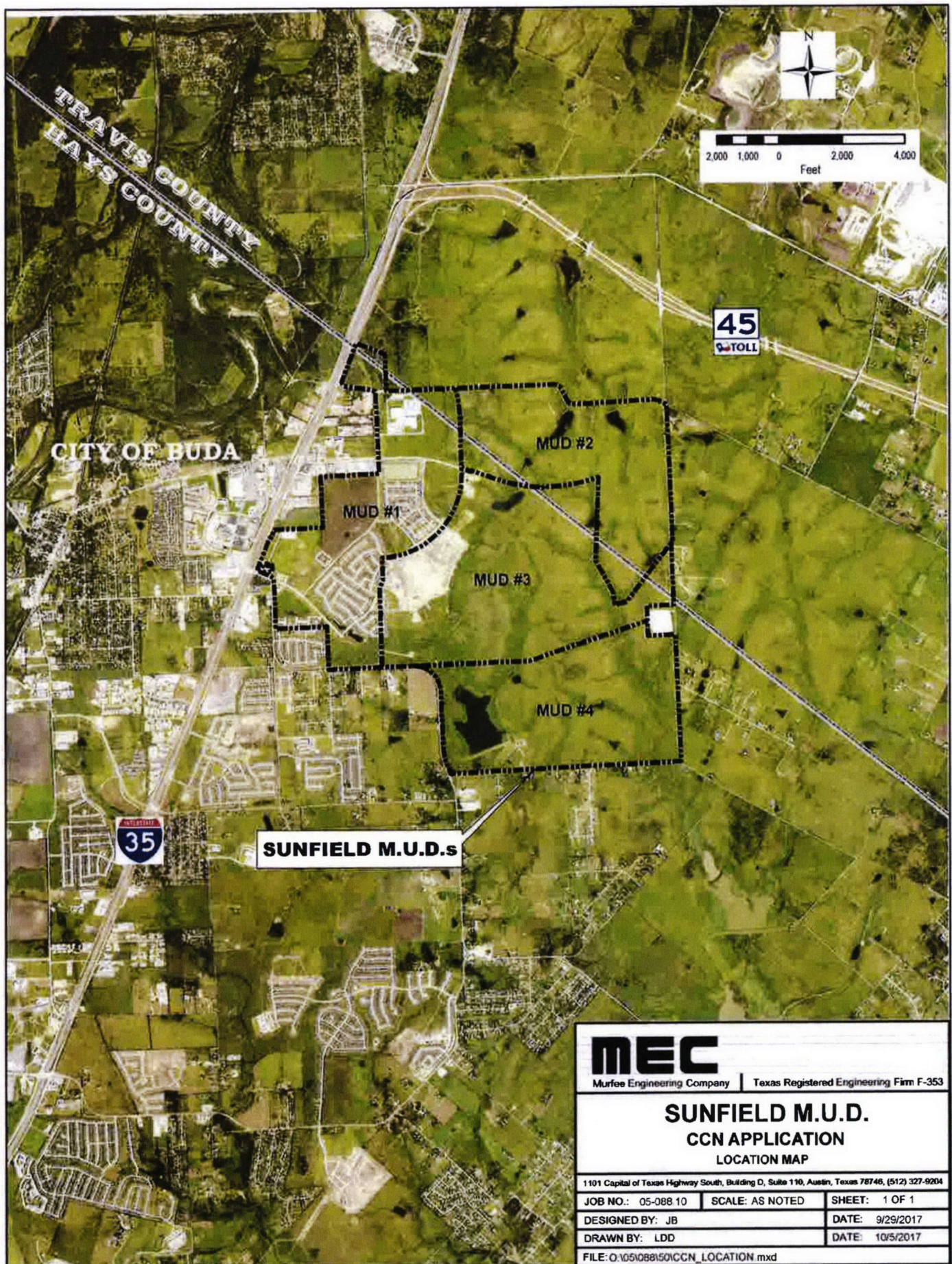
Sunfield MID #1 - Land Use Plan



ATTACHMENT C

3. A.

LOCATION MAP

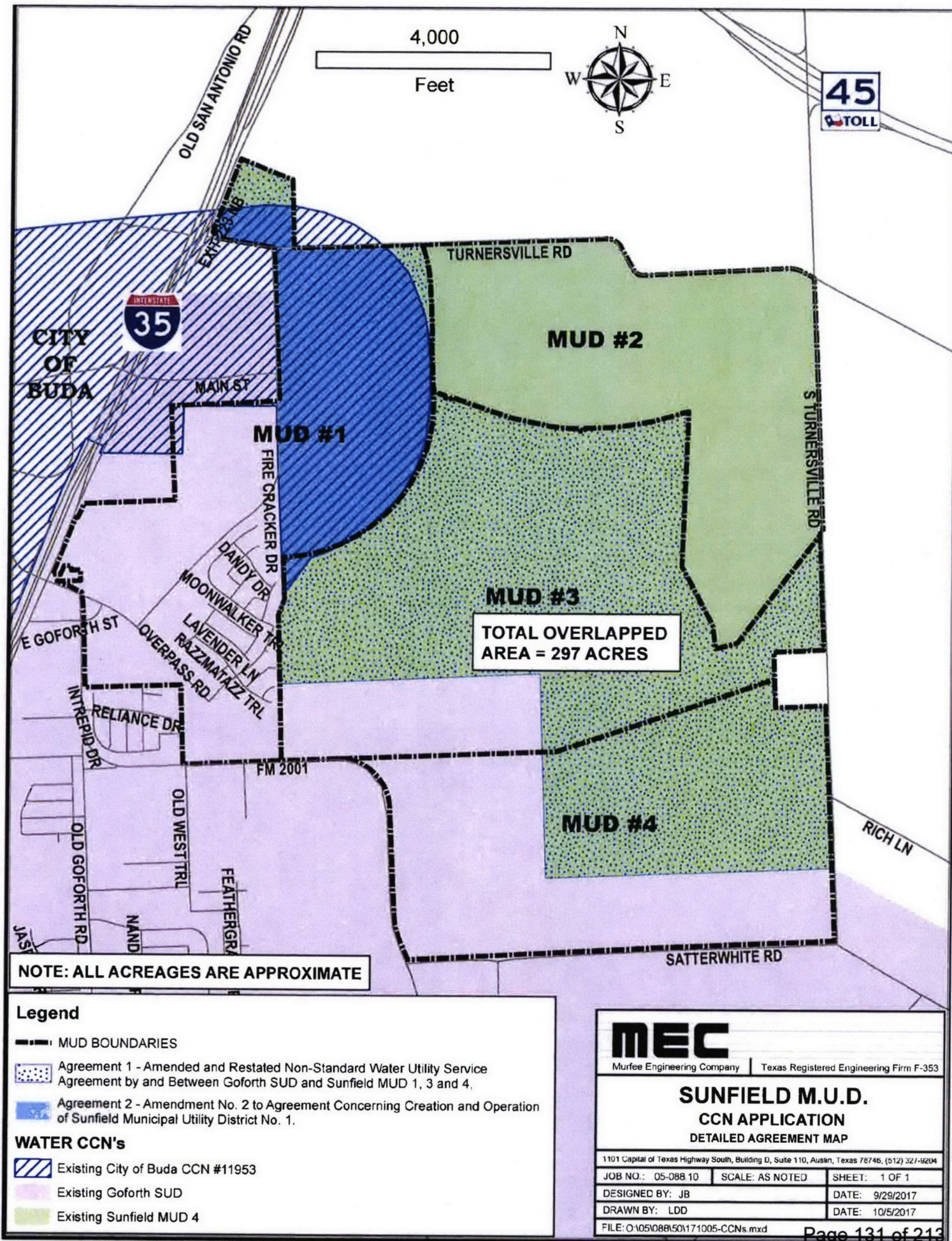


ATTACHMENT D

3. B.

PROPOSED AREA CCN BOUNDARY MAP

SEE DIGITAL DATA ON CD PROVIDED



Legend

--- MUD BOUNDARIES

Agreement 1 - Amended and Restated Non-Standard Water Utility Service Agreement by and Between Goforth SUD and Sunfield MUD 1, 3 and 4.

Agreement 2 - Amendment No. 2 to Agreement Concerning Creation and Operation of Sunfield Municipal Utility District No. 1.

WATER CCN's

Existing City of Buda CCN #11953

Existing Goforth SUD

Existing Sunfield MUD 4

MEC

Murfee Engineering Company

Texas Registered Engineering Firm F-353

SUNFIELD M.U.D.

CCN APPLICATION

DETAILED AGREEMENT MAP

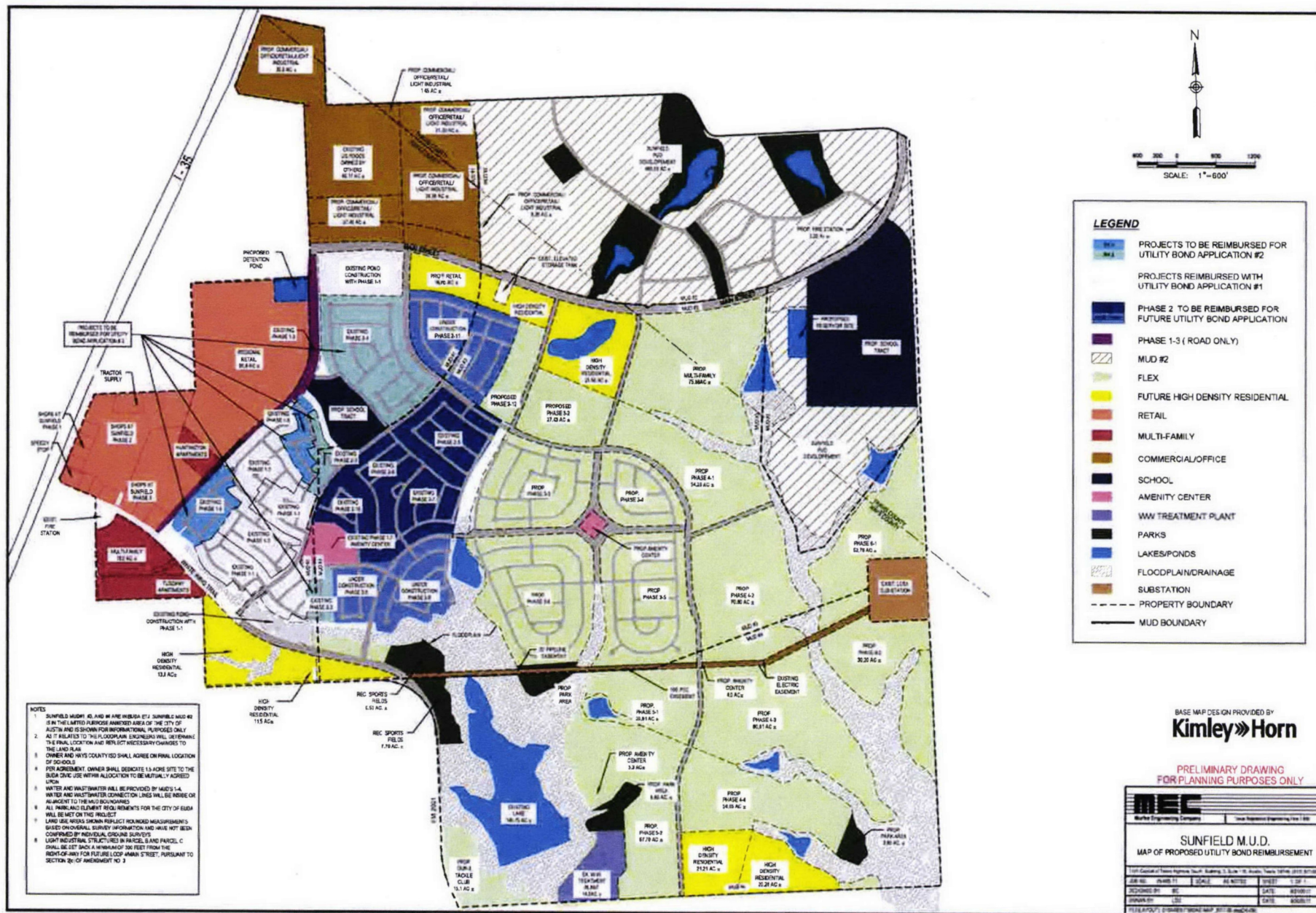
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 321-9204

JOB NO.: 05-088.10 SCALE: AS NOTED SHEET: 1 OF 1

DESIGNED BY: JB DATE: 9/29/2017

DRAWN BY: LDD DATE: 10/5/2017

FILE: O:\05\088\501\171005-CCNs.mxd



ATTACHMENT E

3. C.

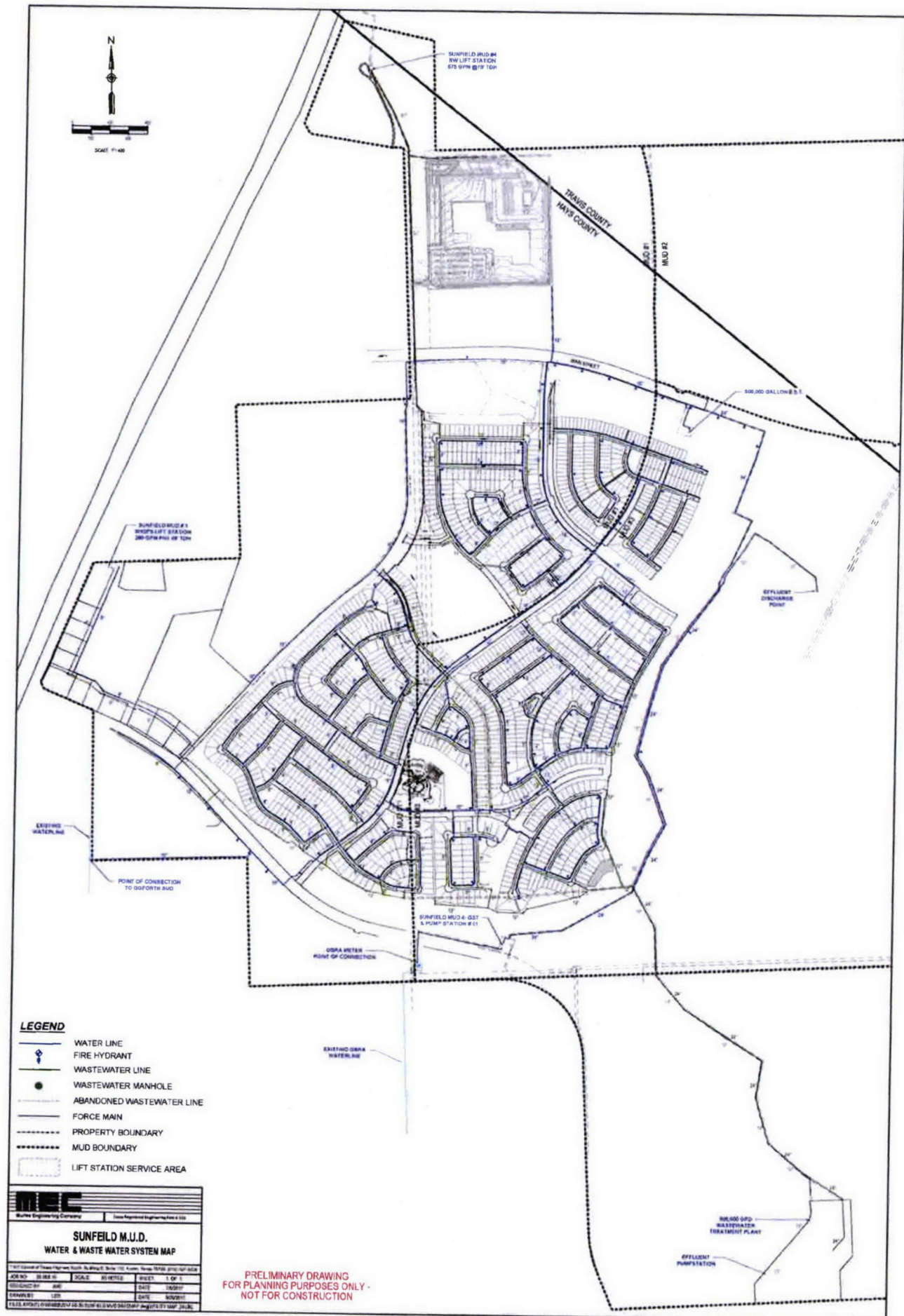
WRITTEN DESCRIPTION OF PROPOSED AREA

The proposed utility service area is located approximately fifteen (15) miles south of downtown Austin, Texas, and is generally bounded on the north by Turnersville RD; on the east by S. Turnersville RD; on the south by Satterwhite RD; and on the west by CR-118.

ATTACHMENT F

3. D.

FACILITIES MAP



ATTACHMENT G

5.A.iv & 5.A.v.

TCEQ INSPECTION REPORT AND ACTIONS TAKEN

Brynn W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



3

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 12, 2017

CERTIFIED MAIL 9489 0090 0027 6009 928617
RETURN RECEIPT REQUESTED

Mr. Mario Tobias, General Manager
Goforth Special Utility District
8900 Niederwald Strasse
Niederwald, Texas 78640

Re: Notice of Violation for Comprehensive Compliance Investigation at:
Goforth SUD Water System
8900 Niederwald Strasse, Niederwald, (Hays County), Texas
TCEQ Public Water Supply ID No.: 1050019, RN101437804

Dear Mr. Tobias:

On April 10, 2017, Lauren Parrish of the Texas Commission on Environmental Quality (TCEQ) Austin Region Office conducted an investigation of the above-referenced regulated entity to evaluate compliance with applicable requirements for public water supply. Enclosed is a summary which lists the investigation findings. During the investigation, some concerns were noted which were alleged noncompliances that have been resolved as Areas of Concern based on subsequent corrective action. Based on the information you have provided, the TCEQ has adequate documentation to resolve the alleged violations. Therefore, no further action is required.

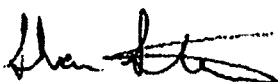
In the listing of the alleged violations, we have cited applicable requirements, including TCEQ rules. Please note that both the rules themselves and the agency brochure entitled *Obtaining TCEQ Rules* (GI 032) are located on our agency website at <http://www.tceq.state.tx.us> for your reference. If you would like a hard copy of this brochure mailed to you, you may call and request one from either the Austin Region Office at 512-339-2929 or the Central Office Publications Ordering Team at 512-239-0028.

The TCEQ appreciates your assistance in this matter. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. If you have additional information that we are unaware of, you have the opportunity to contest the violations documented in this notice. Should you choose to do so, you must notify the Austin Region Office within 10 days from the date of this letter. At that time, I will schedule a violation review meeting to be conducted *within 21 days from the date of this letter*. However, please be advised that if you decide to participate in the violation review process, the TCEQ may still require you to adhere to the compliance schedule included in the enclosed Summary of Investigation Findings until an official decision is made regarding the status of any or all of the contested violations.

Mr. Mario Tobias
Page 2
June 12, 2017

If you or members of your staff have any questions, please feel free to contact Ms. Parrish in the Austin Region Office at 512-339-2929.

Sincerely,


Shawn Stewart
Water Section Manager
Austin Region Office
Texas Commission on Environmental Quality

SS/lnp

Enclosure: Summary of Investigation Findings

Summary of Investigation Findings

GOFORTH SUD

6900 NIEDERWALD STRASSE

NIEDERWALD, HAYS COUNTY, TX 78640

Additional ID(s): 1060019

Investigation #

1409651
Investigation Date: 04/10/2017

m 7-16-17
5

ALLEGED VIOLATION(S) NOTED AND RESOLVED ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 644457

30 TAC Chapter 290.109(d)

✓ Alleged Violation:

Investigation: 1409651

Comment Date: 06/02/2017

✓ Failure to rotate bacteriological sampling sites according to the monitoring plan

✓ Resolution: On May 1, 2017, the TCEQ Austin Region Office received compliance documentation that the bacteriological sampling sites are now being rotated according to the monitoring plan.

Track No: 644459

30 TAC Chapter 290.110(c)(4)

✓ Alleged Violation:

Investigation: 1409651

Comment Date: 08/09/2017

✓ Failure to monitor distribution disinfectant residuals daily

✓ Resolution: On May 1, 2017, the TCEQ Austin Region Office received compliance documentation that the system is now taking distribution disinfectant residuals daily

AREA OF CONCERN

Track No: 644461

30 TAC Chapter 290.46(s)(2)(C)(I)

✓ Alleged Violation:

Investigation: 1409651

Comment Date: 08/02/2017

✓ Failure to verify manual disinfectant analyzers at least once every 90 days

✓ Resolution: On April 25, 2017, the TCEQ Austin Region Office received compliance documentation that the manual disinfectant analyzers were now being verified once every 90 days.

Track No: 644462

30 TAC Chapter 290.42(e)(4)(B)

✓ Alleged Violation:

Investigation: 1409651

Comment Date: 06/02/2017

✓ Failure to store gas chlorine cylinders separate from the pump room and electrical panels

✓ Resolution: On April 14, 2017 the TCEQ Austin Region Office received compliance documentation that the gas chlorine cylinders have been removed from the pump and electrical rooms.

GOFORTH SUD

Investigation # 1409651

ADDITIONAL ISSUES

Description
Item 5

Additional Comments

The system needed to update the service agreement to reflect current standards for pipes and fittings. On April 18, 2017 the TCEQ Austin Region Office received documentation that the service agreement has been updated and now reflects current standards for pipes and fittings.

Item 6

The distribution disinfectant residual records should contain the location of where the residual was taken.

ATTACHMENT H

5.G. and 5.I.

EFFECT OF GRANTING CERTIFICATE AMENDMENT AND ABILITY TO PROVIDE
ADEQUATE SERVICE.

5.G. The land within Applicant's boundaries will be developed as a residential community and will require centralized water service. The requested area is currently within the water CCN held by Applicant. In order to provide water in an orderly fashion, Applicant and Goforth Special Utility District have entered into the attached Amended and Restated Non-Standard Water Utility Service Agreement, which specifies how service will be provided and that Applicant will obtain dual certification with Goforth Special Utility District. Granting the dual certification will allow implementation of the agreement between two retail public utilities, as provided by Water Code Section 13.248.

5.I. Applicant is a municipal utility district created under state law to provide services and facilities to the land within its boundaries and operating under Chapters 49 and 54 of the Water Code. Water service will be provided as set out in the attached Amended and Restated Non-Standard Water Utility Service Agreement.

ATTACHMENT I

6.B.

- 1) AUDIT
- 2) RATE SCHEDULE

AUDIT

GOFORTH SPECIAL UTILITY DISTRICT

REPORT ON FINANCIAL STATEMENTS
(With Supplemental Material)

YEAR ENDED DECEMBER 31, 2016

BREEDLOVE & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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BREEDLOVE & CO., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

17014 Seven Pines Drive

Spring, Texas 77379

(281) 379-1065

(281) 379-6322 (fax)

RICHARD W. BREEDLOVE, CPA

President

JILL A. HENZE, CPA

Vice President

INDEPENDENT AUDITORS' REPORT

April 5, 2017

Board of Directors
Goforth Special Utility District
Niederwald, Texas

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Goforth Special Utility District, as of and for the year ended December 31, 2016, and the related notes to the financial statements, which collectively comprise Goforth Special Utility District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Goforth Special Utility District, as of December 31, 2016, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3 through 7 and page 19 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise Goforth Special Utility District's basic financial statements. The accompanying Texas Supplementary Information is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Texas Supplementary Information is the responsibility of management and was derived from and relates directly to the underlying accounting records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Texas Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Breschler & Co., P.C.

GOFORTH SPECIAL UTILITY DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2016

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to financial statements. This report also contains supplementary information required by the Governmental Accounting Standards Board and other supplementary information required by the District's state oversight agency, the Texas Commission on Environmental Quality (the Commission).

In accordance with required reporting standards, the District reports its financial activities as a special-purpose government. Special-purpose governments are governmental entities which engage in a single governmental program, provision of water and sanitary sewer services. Other activities, such as recreation facilities, and solid waste collection are minor activities and are not budgeted or accounted for as separate programs. The financial statements of special-purpose governments combine two types of financial statements into one statement. These two types of financial statements are the government-wide financial statements and the fund financial statements. The fund financial statements are presented on the left side of the statements, a column for adjustments is to the right of the fund financial statements, and the government-wide financial statements are presented to the right side of the adjustments column. The following sections describe the measurement focus of the two types of statements and the significant differences in the information they provide.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The focus of government-wide financial statements is on the overall financial position and activities of the District. The District's government-wide financial statements include the statement of net position and statement of activities, which are prepared using accounting principles that are similar to commercial enterprises. The purpose of the statement of net position is to attempt to report all of the assets and liabilities of the District. The District reports all of its assets when it acquires or begins to maintain the assets and reports all of its liabilities when they are incurred.

The difference between the District's total assets and total liabilities is labeled as net position and this difference is similar to the total stockholders' equity presented by a commercial enterprise.

The purpose of the statement of activities is to present the revenues and expenses of the District. Again, the items presented on the statement of activities are measured in a manner similar to the approach used by a commercial enterprise in that revenues are recognized when earned or established criteria are satisfied and expenses are reported when incurred by the District. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues are reported even when they may not be collected for several months or years after the end of the accounting period and expenses are recorded even though they may not have used cash during the current year.

Although the statement of activities looks different from a commercial enterprise's statement of income, the financial statement is different only in format, not substance. Whereas the bottom line in a commercial enterprise is its net income, the District reports an amount described as change in net position, essentially the same thing.

GOFORTH SPECIAL UTILITY DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2016

(Continued)

FUND FINANCIAL STATEMENTS

Unlike government-wide financial statements, the focus of fund financial statements is directed to specific activities of the District rather than the District as a whole. Except for the general fund, a specific fund is established to satisfy managerial control over resources or to satisfy finance-related legal requirements established by external parties or governmental statutes or regulations.

Governmental Funds

Governmental-fund financial statements consist of a balance sheet and a statement of revenues, expenditures and changes in fund balances and are prepared on an accounting basis that is significantly different from that used to prepare the government-wide financial statements.

In general, these financial statements have a short-term emphasis and, for the most part, measure and account for cash and other assets that can easily be converted into cash. For example, amounts reported on the balance sheet include items such as cash and receivables collectible within a very short period of time, but do not include capital assets such as land and water, sewer and drainage systems. Fund liabilities include amounts that are to be paid within a very short period after the end of the fiscal year. The difference between a fund's total assets and total liabilities is labeled the fund balance and generally indicates the amount that can be used to finance the next fiscal year's activities. Likewise, the operating statement for governmental funds reports only those revenues and expenditures that were collected in cash or paid with cash, respectively, during the current period or very shortly after the end of the fiscal year.

Because the focus of the government-wide and fund financial statements are different, there are significant differences between the totals presented in these financial statements. For this reason, there is an analysis in the notes to financial statements that describe the adjustments to fund balances to arrive at net position presented in the governmental activities column on the statement of net position. Also, there is an analysis in the notes to financial statements that reconciles the total change in fund balances for all governmental funds to the change in net position as reported in the governmental activities column in the statement of activities.

NOTES TO FINANCIAL STATEMENTS

The notes to financial statements provide additional information that is essential to a full understanding of the data found in the government-wide and fund financial statements.

GOFORTH SPECIAL UTILITY DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2016

(Continued)

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

The District's overall financial position and operations for the past year is summarized as follows based on the information included in the government-wide financial statements.

Summary of Net Position

	<u>2016</u>	<u>2015</u>
Current and other assets	\$ 6 983 143	\$ 5 231 433
Capital assets	<u>9 557 393</u>	<u>9 785 261</u>
Total assets	<u>\$16 540 536</u>	<u>\$15 016 694</u>
Current liabilities	<u>\$ 433 963</u>	<u>\$ 272 494</u>
Total liabilities	<u>\$ 433 963</u>	<u>\$ 272 494</u>
Net position:		
Net investment in capital assets	\$ 9 557 393	\$ 9 785 261
Restricted	5 514 008	4 302 746
Unrestricted	<u>1 035 172</u>	<u>656 193</u>
Total net position	<u>\$16 106 573</u>	<u>\$14 744 200</u>

The total net position of the District increased by \$1,362,373, or about 9%. The majority of the increase in net position is because the increase in revenues was greater than the increase in expenses.

GOFORTH SPECIAL UTILITY DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2016 (Continued)

Summary of Changes in Net Position

	<u>2016</u>	<u>2015</u>
Revenues:		
Water service revenues	\$ 6 448 998	\$ 5 688 285
Capital recovery revenue	613 775	562 530
Other revenues	<u>141 363</u>	<u>114 263</u>
Total revenues	<u>7 204 136</u>	<u>6 365 078</u>
Expenses:		
Depreciation	756 728	738 281
Expenses for services	<u>5 085 035</u>	<u>4 646 591</u>
Total expenses	<u>5 841 763</u>	<u>5 384 872</u>
Change in net position	1 362 373	980 206
Net position, beginning of year	<u>14 744 200</u>	<u>13 763 994</u>
Net position, end of year	<u>\$ 16 106 573</u>	<u>\$ 14 744 200</u>

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The District's combined fund balances as of the end of the fiscal year ended December 31, 2016, were \$6,549,180, an increase of \$1,590,241 from the prior year.

The general fund's fund balance increased by \$378,979.

The capital projects fund's fund balance increased by \$1,211,262.

BUDGETARY HIGHLIGHTS

There were several minor differences between the final budgetary amounts and actual amounts. The major difference between budget and actual was due to an unexpected decrease in professional fees and repair and maintenance, an unanticipated increase in waste water revenue, and less tap connection fee revenue and capital recovery improvement revenue than expected. The budgetary net position balance as of December 31, 2016 was expected to be \$16,235,105 and the actual end of year net position balance was \$16,106,573.

GOFORTH SPECIAL UTILITY DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS FOR THE YEAR ENDED DECEMBER 31, 2016

(Continued)

CAPITAL ASSETS AND RELATED DEBT

Capital Assets

Capital assets held by the District at the end of the current and previous fiscal years are summarized below.

Capital Assets (Net of accumulated depreciation)

	2016	2015
Land	\$ 602 296	\$ 602 296
Infrastructure	<u>8 955 097</u>	<u>9 182 965</u>
Total capital assets	<u>\$ 9 557 393</u>	<u>\$ 9 785 261</u>

The District added \$528,860 in capital assets during the year, mostly due to water line extensions.

Debt

The District did not incur any debt during the year.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances for anyone with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Cline and Company, P.C., *Certified Public Accountants*, 202 West Prairie Lea Street, P.O. Box 238, Lockhart, Texas 78644-0238.

GOFORTH SPECIAL UTILITY DISTRICT

STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET DECEMBER 31, 2016

	General Fund	Capital Projects Fund	Total	Adjustments	Statement of Net Position
<u>ASSETS</u>					
Cash and cash equivalents	\$ 615 422	\$ 666 154	\$ 1 281 576	\$ -	\$ 1 281 576
Temporary investments	-	1 906 974	1 906 974	-	1 906 974
Held to maturity investments	-	2 940 880	2 940 880	-	2 940 880
Service accounts receivable	639 604	-	639 604	-	639 604
Interest receivable	37 883	-	37 883	-	37 883
Inventory	130 730	-	130 730	-	130 730
Prepayments	44 663	-	44 663	-	44 663
Other assets	833	-	833	-	833
Capital assets					
Land	-	-	-	602 296	602 296
Infrastructure (net of accumulated depreciation of \$8,297,356)	-	-	-	8 955 097	8 955 097
Total assets	<u>\$ 1 469 135</u>	<u>\$ 5 514 008</u>	<u>\$ 6 983 143</u>	<u>\$ 9 557 393</u>	<u>\$ 16 540 536</u>
<u>LIABILITIES</u>					
Accounts payable and accrued liabilities	\$ 433 963	\$ -	\$ 433 963	\$ -	\$ 433 963
Total liabilities	<u>433 963</u>	<u>-</u>	<u>433 963</u>	<u>-</u>	<u>433 963</u>
<u>FUND BALANCES/NET POSITION</u>					
Fund balances:					
Restricted, reported in:					
Capital projects fund	-	5 514 008	5 514 008	(5 514 008)	-
Unassigned	<u>1 035 172</u>	<u>-</u>	<u>1 035 172</u>	<u>(1 035 172)</u>	<u>-</u>
Total fund balances	<u>1 035 172</u>	<u>5 514 008</u>	<u>6 549 180</u>	<u>(6 549 180)</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 1 469 135</u>	<u>\$ 5 514 008</u>	<u>\$ 6 983 143</u>		
Net position:					
Net investment in capital assets				9 557 393	9 557 393
Restricted for capital projects				5 514 008	5 514 008
Unrestricted				<u>1 035 172</u>	<u>1 035 172</u>
Total net position				<u>16 106 573</u>	<u>16 106 573</u>
Total liabilities, deferred inflows of resources and net position				<u>\$ 9 557 393</u>	<u>\$ 16 540 536</u>

See the Independent Auditors' Report and Accompanying Notes to Financial Statements

GOFORTH SPECIAL UTILITY DISTRICT

**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUNDS REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2016**

	Capital				Statement of
	General Fund	Projects Fund	Total	Adjustments	Activities
Revenues:					
Charges for water service	\$ 5 128 761	\$ -	\$ 5 128 761	\$ -	\$ 5 128 761
Charges for waste water	1 069 804	-	1 069 804	-	1 069 804
Tap connection fees	250 433	-	250 433	-	250 433
Investment earnings	-	111 350	111 350	-	111 350
Capital recovery improvements	613 775	-	613 775	-	613 775
Gain on sale of assets	6 885	-	6 885	-	6 885
Miscellaneous income	23 128	-	23 128	-	23 128
Total revenues	<u>7 092 786</u>	<u>111 350</u>	<u>7 204 136</u>	<u>-</u>	<u>7 204 136</u>
Expenditures/expenses:					
Service operations:					
Purchased water service and fees	2 517 512	-	2 517 512	-	2 517 512
Regional aquifer fees	50 712	-	50 712	-	50 712
Salaries, benefits and payroll taxes	1 120 301	-	1 120 301	-	1 120 301
Contracted services	91 519	-	91 519	-	91 519
Professional fees	144 862	-	144 862	-	144 862
Director fees	8 400	-	8 400	-	8 400
Repairs and maintenance	541 420	-	541 420	-	541 420
Utilities	122 290	-	122 290	-	122 290
Auto and truck expense	61 497	-	61 497	-	61 497
Other	426 522	-	426 522	-	426 522
Capital outlay	528 860	-	528 860	(528 860)	-
Depreciation	<u>-</u>	<u>-</u>	<u>-</u>	<u>756 728</u>	<u>756 728</u>
Total expenditures/expenses	<u>5 613 895</u>	<u>-</u>	<u>5 613 895</u>	<u>227 868</u>	<u>5 841 763</u>
Excess (deficiency) of revenues over expenditures	1 478 891	111 350	1 590 241		
Other financing sources/uses:					
Transfer between funds	<u>(1 099 912)</u>	<u>1 099 912</u>	<u>-</u>		
Excess (deficiency) of revenues and transfers in over expenditures and transfers out	378 979	1 211 262	1 590 241	(227 868)	
Change in net position					1 362 373
Fund balance/net position:					
Beginning of the year	<u>656 193</u>	<u>4 302 746</u>	<u>4 958 939</u>	<u>9 785 261</u>	<u>14 744 200</u>
End of the year	<u>\$ 1 035 172</u>	<u>\$ 5 514 008</u>	<u>\$ 6 549 180</u>	<u>\$ 9 557 393</u>	<u>\$ 16 106 573</u>

See the Independent Auditors' Report and Accompanying Notes to Financial Statements

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2016

NOTE (1) SIGNIFICANT ACCOUNTING POLICIES

Goforth Special Utility District ("the District") was created by voter approval on March 21, 2005. Goforth Water Supply Corporation was converted to a special utility district on February 29, 2008 in accordance with Texas state law. The Board of Directors held its first meeting on March 19, 2008. The District was established to provide water service to the residents of the District.

The financial statements of the District have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The more significant accounting policies of the District are described below.

A. REPORTING ENTITY

The District is a Texas Special Utility District with a seven-member board of directors who are elected by individuals owning property within the boundaries of the district. The Directors are elected to serve three year terms on a specific staggered basis.

The District follows the standards promulgated by GASB Statement No. 14, *The Financial Reporting Entity*, and GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, to define the reporting entity. The financial statements include all operations over which the District is financially accountable. The District is not a participant in any joint venture and has not identified any entities which would be component units of the District.

The District is a special-purpose government that is governed by a separately elected governing body. It is legally separate and fiscally independent of other state and local governments. The accompanying financial statements present the activities of the District.

B. BASIS OF PRESENTATION

The financial transactions of the District are recorded in individual funds and account groups. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, reserves, fund equity, revenues, and expenditures. The various funds are reported by generic classification within the financial statements.

The following fund types are used by the District:

a. Governmental Funds

General Fund - To account for all revenues and expenditures not required to be accounted for in other funds.

Debt Service Fund - To account for the accumulation of financial resources for, and the payment of, general long-term debt principal and interest, paid principally from property taxes levied by the District.

Capital Projects Fund - To account for financial resources designated to construct or acquire capital facilities and improvements. Such resources are derived principally from proceeds of the sale of bonds.

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (1) SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. BASIS OF PRESENTATION

b. Fund Balances

Beginning with fiscal year 2011, the District implemented GASB Statement No. 54, "Fund Balance Reporting and Government Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

- **Nonspendable fund balance** - amounts that are not in spendable form (such as inventory) or are required to be maintained intact.
- **Restricted fund balance** - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- **Committed fund balance** - amounts constrained to specific purposes by the District itself, using its highest level of decision-making authority (i.e., board of directors). To be reported as committed, amounts cannot be used for any other purpose unless the District takes the same highest level action to remove or change the constraint.
- **Assigned fund balance** - amounts the District intends to use for a specific purpose. Intent can be expressed by the board of directors or by an official or body to which the board of directors delegates the authority.
- **Unassigned fund balance** - amounts that are available for any purpose.

The District uses the following classifications for net position:

Net investment in Capital Assets - To indicate the value of capital invested in capital assets less accumulated depreciation, net of associated debt.

Restricted - To indicate the funds restricted within the General Fund for the purposes of contingencies or emergencies. The Board must approve any changes in the restriction of this fund balance.

Unrestricted - To indicate net assets that are available for use in future periods.

C. BASIS OF ACCOUNTING

All Governmental Funds are accounted for using the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded in the accounting period in which they become available and measurable. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recognized in the period in which the fund liability is incurred, if measurable.

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (1) SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. BASIS OF ACCOUNTING (Continued)

The District has adopted GASB Statement No. 34, "Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments." In compliance with GASB 34, the District has presented a Statement of Net Position and Statement of Activities for the year ended December 31, 2016. These statements are presented on an accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded in the period they are earned, and expenses are recorded in the period they are incurred. The "Adjustments" column on these statements represents the infrastructure of the District and related debt. Depreciation is retroactively recorded for all infrastructure assets. All fund balances are adjusted to reflect net position.

D. CASH AND CASH EQUIVALENTS

The District considered all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

E. INVENTORIES

Inventories are recorded at average cost and consist primarily of maintenance supplies.

F. CAPITAL ASSETS

The cost of capital assets includes all costs associated with the creation of the District, and the construction of facilities including infrastructure (immovable) assets which are of value only to the District.

The District capitalized the cost of meters and boxes and residential lines as part of the water system in Capital Assets. The full cost of facilities owned by the District is capitalized; funds provided by others are shown as contributions on the Balance Sheet. Depreciation of capital assets is not recorded in the accounts of governmental funds, but is recorded as an Adjustment on the Statement of Activities and Governmental Funds Revenues, Expenditures, and Changes in Fund Balance. The District capitalized all land and land improvements, buildings and facilities, improvements, equipment and other assets over \$5,000. Assets are depreciated on a straight-line basis using lives established by the Texas Commission on Environmental Quality ranging from 3-45 years. Land is not a depreciable asset.

G. INVESTMENTS

Held to maturity investments are recorded at amortized cost which represents fair market value. Temporary investments are highly liquid investments with a maturity of greater than three months when purchased.

H. BUDGET

The District adopts a budget each fiscal year for the general fund on substantially the same basis used to reflect actual revenues and expenditures. The budget was formally adopted by the board members at a duly advertised public meeting. Approval by the Board of Directors is required for revisions that alter the total expenditures. Reported budgeted amounts are as adopted and approved by the Board of Directors. Budgeted amounts lapse annually.

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (1) SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. USE OF ESTIMATES

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although those estimates are based on our knowledge of current events or actions that may happen in the future, actual results could differ from those estimates.

J. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Amounts reported for governmental activities in the statement of net position and governmental funds balance sheet are different because:

Total fund balance at December 31, 2016	<u>\$ 6 549 180</u>
Capital assets used in governmental activities are not financial and are not reported in the funds	<u>9 557 393</u>
Adjustment to fund balance to arrive at net position	<u>9 557 393</u>
Total net position at December 31, 2016	<u>\$ 16 106 573</u>

Amounts reported for governmental activities in the statement of activities are different because:

Change in fund balance	\$ 1 590 241
Government funds report capital outlays as expenditures. However, for government-wide financial statements, the cost of those assets is allocated over their estimated useful lives and depreciated.	528 860
Depreciation expense is not included in the funds	<u>(756 728)</u>
Change in net position of governmental activities	<u>\$ 1 362 373</u>

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (2) WATER AND SEWER SERVICE RATES

Effective November 1, 2016 and 2015, the District adopted the following rates:

Water Service

Residential and Apartment Monthly Charges per connection:

	Effective Nov. 1, 2015	Effective Nov. 1, 2016
First 5,000 gallons of water used (minimum bill)	\$30.00	\$31.00
Each 1,000 gallons of water used up to 5,000 gallons	2.75	3.00
Each 1,000 gallons of water used over 5,000 gallons, up to 10,000	4.38	4.63
Each 1,000 gallons of water used over 10,000 gallons, up to 20,000	6.01	6.26
Each 1,000 gallons of water used over 20,000 gallons, up to 30,000	7.63	7.88
Each 1,000 gallons of water used over 30,000 gallons, up to 40,000	9.25	9.51
Each 1,000 gallons of water used thereafter	11.89	12.14

Impact Fee

Cost of initiating water service to new customers (non-refundable)	\$2 425.00
--	------------

Tap Fees and Sewer Inspection

Residential Tap Fee:	
5/8 inch X 3/4 inch tap	\$ 325.00
3/4 inch tap	\$ 487.50
1 inch tap	\$ 812.50
1 inch or larger	Actual Cost

NOTE (3) WATER AND SEWER SERVICE CUSTOMERS

The following is the number of water and sewer connections serviced by the District:

December 31, 2016	6,812
December 31, 2015	6,174
December 31, 2014	5,560

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2016 (Continued)

NOTE (4) RETIREMENT PLAN

The District participated in a defined contribution plan administered by Capital Guardian Trust. The plan complies with IRS regulations and can be amended by the Board pursuant to applicable IRS guidelines.

The District is required to contribute 5% of annual covered payroll. For the year ended December 31, 2016, actual contributions by the District were \$40,128.

Participants are fully vested at the date participation begins.

NOTE (5) CHANGES IN CAPITAL ASSETS

	Beginning of Year	Additions	Disposals	Depreciation Expense	End of Year
Land	\$ 602 296	\$ -	\$ -	\$ -	\$ 602 296
Physical plant	15 616 133	415 349	-	-	16 031 482
Buildings	599 682	10 754	-	-	610 436
Furniture, fixtures and equipment	560 657	102 757	(52 879)	-	610 535
Less: Accumulated depreciation	(7 593 507)	-	52 879	(756 728)	(8 297 356)
	9 182 965	528 860	-	(756 728)	8 955 097
Totals, net	\$ 9 785 261	\$ 528 860	\$ -	\$ (756 728)	\$ 9 557 393

Additions relate mostly to water lines and two vehicles.

NOTE (6) DEPOSITS AND INVESTMENTS

Custodial Credit Risk – Deposits

The contracted depository bank used by the General Fund was First Lockhart National Bank for operations. The largest cash, savings, and time deposit combined account balance was \$877,075 and occurred on October 26, 2016. Of these funds, \$250,000 was secured by FDIC coverage, and \$500,000 was collateralized by pledged securities held at the bank in the District's name. The remaining \$127,075 was not secured.

Investment Policies

Local governments are subject to the Public Funds Investment Act as amended during the 1995 legislative session. The Act directs local governments to adopt a written investment policy that primarily emphasizes safety of principal and liquidity. Also addressed under the Act are the areas of investment diversification, yield, maturity, and quality of investment management. The District has complied with the Act's provisions during its fiscal year ended December 31, 2016.

Deposits were with various contracted depository banks in checking accounts, money market accounts, and certificates of deposit during the year. The deposits were secured by FDIC coverage, and when necessary, additional securities were pledged. The funds exceeded FDIC and pledged securities in the checking account at various times throughout the year. All other deposits were adequately secured during the year.

Statutes authorize the District to invest in direct or indirect obligations of the United States, the State or any county, school district, or other political subdivision of the State. Funds of the District may be placed in certificates of deposit of State or National banks or savings associations within the State. The District held investments totaling \$1,835,399 at December 31, 2016, in certificate of deposit accounts in various separate financial institutions and one U.S. Treasury Note in the amount of \$71,575. In addition, the District was invested in the following held to maturity investments at year end:

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (6) DEPOSITS AND INVESTMENTS (Continued)

	Interest Rate	Maturity Date	Face Value	Original Cost	Amortized Cost
St. Louis Ind Dev Authority	6.750%	03/15/35	\$ 50 000	\$ 50 625	\$ 50 450
University of Cincinnati Ohio	6.484%	06/01/39	50 000	50 750	50 568
Chicago Illinois	6.207%	01/01/32	25 000	25 613	25 417
North Fort Bend Water Authority	6.018%	12/15/35	20 000	20 420	20 301
Armstrong School District	7.000%	03/15/41	30 000	31 537	31 232
Louisiana Environment	6.270%	11/01/40	50 000	49 350	49 278
Kentucky Asset Liability	5.339%	04/01/22	25 000	25 125	25 059
Louisiana Environment	6.080%	12/15/25	50 000	51 550	50 884
Hilliard Ohio School Bond	5.550%	12/01/25	25 000	25 375	25 213
Seacoast Florida Utility Authority	6.680%	03/01/39	25 000	25 605	25 473
Rhode Island Clean Water	5.000%	10/01/19	25 000	28 500	25 872
St. Louis County	3.000%	05/15/18	25 000	25 381	25 057
Michigan Municipal Bond Authority	5.000%	10/01/18	25 000	27 742	25 390
Salina Kansas Water and Sewage	3.000%	10/01/19	25 000	24 938	24 985
Macomb Interceptor Drain District	3.150%	05/01/17	50 000	51 319	50 000
New York City NY Transitional Fin Auth Bldg	4.100%	11/01/27	40 000	40 040	40 031
New York Dorm Authority	5.000%	12/01/20	15 000	16 463	15 652
San Marcos Refunding Bond	3.000%	08/15/22	25 000	24 886	24 946
Austin Water and Waste Water System	3.125%	11/15/23	25 000	25 000	25 000
Guadalupe Blanco River Authority	3.250%	09/01/24	10 000	10 500	10 290
Battle Ground Washington Recovery	6.250%	12/01/25	20 000	22 652	21 632
Redford MI ISD	7.750%	05/01/24	25 000	30 768	28 363
Talawanda OH ISD	5.750%	12/01/24	15 000	16 791	16 046
Michigan State Finance Authority	6.500%	05/01/26	20 000	22 382	21 437
DFW International Airport Revenue TX	5.000%	11/01/29	40 000	46 707	46 191
Port Authority of NY/NJ	4.823%	06/01/45	50 000	52 545	52 375
Sugar Land Texas Sales Tax	4.250%	02/15/19	10 000	10 675	10 195
Worcester MA Taxable Muni	4.000%	06/15/35	50 000	51 020	50 918
Southwest TX Higher Education Authority SMU	3.250%	10/01/30	50 000	51 299	51 125
Clarkston MI Community Schools	2.500%	05/01/21	75 000	75 834	75 556
Lower Colorado River TX Auth. Series A	5.000%	05/15/31	80 000	95 426	94 398
Beaumont TX Revenue Bond	5.000%	03/01/32	45 000	53 782	53 233
State Gos 2016 Series CA	4.000%	09/01/31	45 000	51 267	50 849
State Gos 2nd Series PA	4.000%	09/15/30	40 000	45 091	44 727
Alaska Municipal Bond	5.000%	12/01/28	100 000	118 873	117 300
Trinity River Auth. Revenue TX	4.000%	08/01/33	25 000	26 688	26 589
Connecticut State Special Tax Obligation	5.305%	12/01/23	20 000	24 350	22 610
Florida State Department	7.045%	07/01/29	25 000	28 250	27 438
Franklin County OH	6.540%	12/01/36	40 000	48 200	46 490
St. Louis Rockwood ISD MO	4.750%	02/01/24	10 000	11 150	10 730

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2016 (Continued)

NOTE (6) DEPOSITS AND INVESTMENTS (Continued)

	Interest Rate	Maturity Date	Face Value	Original Cost	Amortized Cost
New York Finance Authority	6.204%	07/15/25	20 000	24 600	23 068
Ohio Infrastructure	4.518%	06/15/21	10 000	11 125	10 561
American Municipal Power OH	7.300%	02/15/30	30 000	37 425	35 677
Cook County Community High School District IL	6.350%	12/01/25	20 000	23 650	22 434
San Antonio Airport TX	5.250%	07/01/23	30 000	33 638	32 182
Tennessee Valley Authority	3.875%	02/15/21	30 000	32 351	31 175
Regional Transportation District CO	5.000%	06/01/21	10 000	11 204	10 604
State Development Finance Authority KS	5.000%	06/15/21	10 000	11 018	10 510
Orlando Capital Improvement FL	7.100%	10/01/39	25 000	26 875	26 587
Kentucky State Rural Water	4.000%	02/01/21	25 000	26 883	25 943
Lacey Municipal Sewer Utility NJ	3.100%	11/01/19	45 000	45 695	45 260
Atlantic City Univ NJ	5.000%	09/01/21	65 000	74 007	72 206
Oklahoma City Water Revenue OK	5.000%	07/01/35	25 000	29 847	29 592
DeKalb County ISD Bond IL	6.400%	01/01/29	20 000	21 750	21 314
Washington State University	6.314%	10/01/29	15 000	16 500	16 124
Kentucky Municipal Power System	6.240%	09/01/28	20 000	21 473	21 081
Indianapolis School Building Corporation	5.731%	07/15/29	15 000	15 930	15 698
Indiana State Bond Bank Revenue Bonds	4.009%	01/15/24	50 000	51 725	51 206
NW Utility District Hamilton County TN	3.450%	09/01/26	30 000	30 150	30 111
Jefferson County KY School District Financial Corp	3.250%	11/01/26	30 000	29 550	29 588
Kendall Kane & Will Counties IL Cmnty Unit Sch Dist	4.375%	02/01/24	20 000	20 650	20 455
New York NY General Obligation	3.150%	08/01/22	80 000	81 954	81 222
New York State Urban Dev Corp Revenue	3.200%	03/15/22	20 000	20 629	20 392
Novato General Obligation CA	4.125%	08/01/27	20 000	21 121	20 863
University of Illinois IL Auxillary Facility System	5.000%	04/01/26	50 000	56 029	54 523
Macomb Township MI Building Authority Refunding	4.000%	04/01/23	50 000	55 990	53 992
Goodyear AZ Public Corp Mini Facs Revenue Bonds	4.000%	07/01/27	20 000	20 968	20 746
Kendall Kane & Will Counties IL Cmnty Unit Sch Dist	4.250%	10/01/19	35 000	39 041	36 617
W Contra Costa ISD Gos CA	6.555%	08/01/24	50 000	63 232	61 578
Saginaw County MI Pension Obligation	5.070%	05/01/28	20 000	20 505	20 397
Metro Washington DC Airport Revenue	5.000%	10/01/28	85 000	99 160	96 127
Logan County ISD's KY	2.000%	09/01/22	75 000	78 014	77 511
Maricopa County AZ Elem School District	6.243%	07/01/26	10 000	11 681	11 261
San Mateo CA Union High School Dist Build America	5.725%	09/01/24	20 000	22 675	21 874
Jefferson County ISD KY	2.000%	10/01/22	75 000	78 053	77 544
Groveport-Madison OH Local School District Const	4.000%	10/01/28	45 000	48 950	48 104
Sou Broward Hosp Distr Build America Bonds	6.978%	05/01/39	5 000	5 662	5 584
Contra Costa County CA Fire Protection District	5.040%	08/01/21	15 000	16 657	15 946
Romeoville 2016 Series A Gos IL	2.000%	12/30/22	75 000	77 934	77 445
FHLMC Note	1.650%	08/28/20	15 000	15 370	15 277
University of CA Gen Rev SR 2015 CA	2.909%	05/15/23	50 000	53 735	53 201
			<u>\$ 2 760 000</u>	<u>\$ 2 997 875</u>	<u>\$ 2 940 880</u>

GOFORTH SPECIAL UTILITY DISTRICT

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016

(Continued)

NOTE (7) CAPITAL RECOVERY IMPROVEMENTS

The District receives capital recovery improvement income primarily from developers within the District as reimbursement for construction projects. Payments to the District depend on development each year. For the year ended December 31, 2016, the District received \$613,775 in capital recovery improvement income.

NOTE (8) SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 5, 2017, (the date the financial statements were available to be issued) and concluded that no subsequent events have occurred that would require recognition in the financial statements or disclosure in the notes to the financial statements.

GOFORTH SPECIAL UTILITY DISTRICT

REQUIRED SUPPLEMENTARY INFORMATION

**BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2016**

	<u>Original and Final Budget*</u>	<u>Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:			
Charges for water service	\$ 5 121 380	\$ 5 128 761	\$ 7 381
Charges for waste water	850 000	1 069 804	219 804
Tap connection fees	463 275	250 433	(212 842)
Investment earnings	144 000	111 350	(32 650)
Capital recovery improvements	974 850	613 775	(361 075)
Gain on sale of assets	-	6 885	6 885
Miscellaneous income	<u>40 000</u>	<u>23 128</u>	<u>(16 872)</u>
Total revenues	<u>7 593 505</u>	<u>7 204 136</u>	<u>(389 369)</u>
Expenditures/expenses:			
Service operations:			
Purchased water service and fees	2 462 000	2 517 512	(55 512)
Regional aquifer fees	76 000	50 712	25 288
Salaries, benefits and payroll taxes	1 056 000	1 120 301	(64 301)
Contracted services	90 000	91 519	(1 519)
Professional fees	350 000	144 862	205 138
Director fees	8 400	8 400	-
Repairs and maintenance	650 000	541 420	108 580
Utilities	117 000	122 290	(5 290)
Auto and truck expense	126 000	61 497	64 503
Other	442 200	426 522	15 678
Depreciation	<u>725 000</u>	<u>756 728</u>	<u>(31 728)</u>
Total expenditures/expenses	<u>6 102 600</u>	<u>5 841 763</u>	<u>260 837</u>
Excess (deficiency) of revenues over expenditures	1 490 905	1 362 373	(128 532)
Net Position:			
Beginning of the year	<u>14 744 200</u>	<u>14 744 200</u>	<u>-</u>
End of the year	<u>\$ 16 235 105</u>	<u>\$ 16 106 573</u>	<u>\$ (128 532)</u>

* Budget was not amended during the year. Therefore, the original budget is the same as the final budget.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

TSI-1. SERVICES AND RATES FOR THE YEAR ENDED DECEMBER 31, 2016

1. Services Provided by the District:

Retail Water, Parks/Recreation, Irrigation, Roads

2. Retail Service Providers

a. Retail Rates for a 5/8" meter or equivalent:

Most prevalent type of meter (if not a 5/8"): 3/4" meter

	<u>Minimum Charge</u>	<u>Minimum Usage</u>	<u>Flat Rate Y/N</u>	<u>Rate per 1,000 Gallons Over Minimum</u>	<u>Usage Levels</u>
Water	\$31.00	0	N	\$3.00	0 – 5,000
				4.63	5,000 – 10,000
				6.26	10,000 – 20,000
				7.88	20,000 – 30,000
				9.51	30,000 – 40,000
				12.14	40,000 and over

Total charges per 10,000 gallons usage: Water \$69.15

b. Water and Wastewater Retail Connections:

<u>Meter Size</u>	<u>Total Connections</u>	<u>Active Connections</u>	<u>ESFC Factor</u>	<u>Active ESFCs</u>
Unmetered	-	-	x 1.0	-
< or =3/4"	6 733	6 733	x 1.0	6 733
1"	34	34	x 2.5	85
1 1/2"	27	27	x 5.0	135
2"	11	11	x 8.0	88
3"	2	2	x 15.0	30
4"	5	5	x 25.0	125
6"	-	-	x 50.0	-
8"	-	-	x 80.0	-
10"	-	-	x 115.0	-
Total Water	<u>6 812</u>	<u>6 812</u>		<u>7 196</u>

3. Total water consumption (rounded to the nearest 1,000) during the fiscal year:

Gallons pumped into system:	600,263	Water Accountability Ratio:	.92
Gallons billed to customers:	550,856		

See Accompanying Independent Auditors' Report.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

TSI-1. SERVICES AND RATES FOR THE YEAR ENDED DECEMBER 31, 2016 (Continued)

4. Location of District:

Counties in which district is located	<u>Caldwell, Hays, and Travis</u>		
Is the District located entirely within one county?	Yes	No	
	_____	<u>X</u>	
Is the District located within a city?	Entirely	Partly	Not at All
	_____	<u>X</u>	_____
Cities in which the District is located:	<u>Kyle, Buda, Niederwald</u>		
Is the District located within a city's extra territorial jurisdiction (ETJ)?	Entirely	Partly	Not at All
	_____	<u>X</u>	_____
ETJs in which the District is located:	<u>Kyle, Buda, Niederwald</u>		
Are Board members appointed by an office outside the District?	Yes	No	
	_____	<u>X</u>	

See Accompanying Independent Auditors' Report.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

**TSI-2. GENERAL FUND EXPENDITURES
FOR THE YEAR ENDED DECEMBER 31, 2016**

Personnel Expenditures (including benefits)*	\$ 1 120 301
Professional Fees	
Auditing	10 008
Legal	36 091
Engineering	98 763
Purchased Services for Resale	
Bulk water and sewer service purchases	2 568 224
Contracted Services	
Bookkeeping	91 519
Utilities	122 290
Repairs and Maintenance	541 420
Administrative Expenditures	
Directors' fees	8 400
Office supplies	68 855
Insurance	140 749
Other administrative expenditures	278 415
Capital Outlay	
Capitalized assets	<u>528 860</u>
Total Expenditures	<u>\$ 5 613 895</u>
*Number of persons employed by the District:	
Full-time	<u>12</u>
Part-time	<u>-</u>

See Accompanying Independent Auditors' Report.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

**TSI-3. TEMPORARY INVESTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016**

<u>Funds</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Balances End of Year</u>	<u>Accrued Interest Receivable at End of Year</u>
Certificates of Deposit and Treasury Note:				
Legacy TX BK Plano TX	0.650%	01/03/17	\$ 100 000	\$ 2
Discover Bank DL	3.150%	06/24/25	59 061	33
Goldman Sachs Bank NY	2.900%	12/18/25	68 192	67
Mercantil Coral Gables FL	1.650%	09/28/21	70 000	297
First Fin El Dorado AR	1.400%	10/28/21	50 000	6
First Premier Sioux Falls SD	3.000%	10/10/24	49 993	317
Discover Bank DL	2.050%	11/02/26	50 000	166
Goldman Sachs Bank USA	1.000%	03/06/17	100 000	323
Goldman Sachs Bank USA	2.450%	03/04/22	40 000	320
Discover Bank	2.700%	10/23/20	50 000	259
Goldman Sachs Bank USA	2.000%	03/04/20	40 000	261
Goldman Sachs Bank USA	2.350%	07/23/20	25 000	261
Capital One Bank	1.750%	08/27/18	75 000	460
Capital One Bank	2.350%	08/26/20	75 000	618
First Premier Bank	2.700%	08/19/22	50 000	496
Ally Bank Midvale	1.500%	11/28/17	27 000	38
Ally Bank Midvale	1.050%	11/07/17	65 000	103
Ally Bank Midvale	1.550%	06/25/18	50 000	15
Wells Fargo Sioux Falls SD	1.100%	04/06/18	150 000	118
Capital One Bank	2.000%	09/23/19	150 000	822
Capital One Bank	2.000%	09/30/19	95 000	484
Discover Bank	1.950%	10/15/19	70 000	292
Wells Fargo Bank NA	1.150%	12/04/17	95 000	90
MB Financial Bank USA	1.650%	12/02/20	60 000	81
Goldman Sachs Bank USA	1.650%	12/10/18	45 000	47
Discover Bank	2.200%	10/21/20	75 270	325
BMW Bank NA UT	2.150%	12/10/19	50 883	65
US Treasury Note	1.125%	01/15/21	71 575	367
Total Capital Projects Fund			<u>1 906 974</u>	<u>6 733</u>
Total - All Funds			<u>\$ 1 906 974</u>	<u>\$ 6 733</u>

See Accompanying Independent Auditors' Report.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

**TSI-7. COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES,
GENERAL FUND
FIVE YEARS ENDED DECEMBER 31, 2016**

	Amounts				
	2016	2015	2014	2013	2012
General Fund Revenues					
Water service	\$ 5 128 761	\$ 4 501 052	\$ 3 101 431	\$ 2 831 146	\$ 2 599 495
Wastewater charges	1 069 804	853 633	749 644	647 165	406 147
Reconnection and tap fees	250 433	333 600	318 795	80 215	41 040
Capital recovery improvements	613 775	562 530	452 805	213 256	649 999
Gain on sale of assets	6 885	-	4 586	3 838	4 500
Miscellaneous income	23 128	21 117	30 334	20 128	48 605
Total General Fund Revenues	7 092 786	6 271 932	4 657 595	3 795 748	3 749 786
General Fund Expenditures					
Professional fees	144 862	258 393	196 489	106 416	152 320
Purchased and contracted services	2 659 743	2 309 779	1 979 127	1 345 615	1 061 572
Recurring operating expenditures	1 616 720	1 517 082	1 370 191	1 317 073	1 143 716
Repairs and maintenance	541 420	478 824	400 347	314 144	502 424
Utilities	122 290	82 513	110 996	108 672	109 843
Capital outlay	528 860	279 755	398 221	695 726	177 217
Total General Fund Expenditures	5 613 895	4 926 346	4 455 371	3 887 646	3 147 092
Excess Revenues (Expenditures)	\$ 1 478 891	\$ 1 345 586	\$ 202 224	\$ (91 898)	\$ 602 694
Total Active Retail Water Connections	6 812	6 174	5 560	5 204	4 886

See the Accompanying Independent Auditors' Report.

Percent of Fund Total Revenues									
2016		2015		2014		2013		2012	
72.3	%	71.8	%	66.6	%	74.7	%	69.4	%
15.1		13.6		16.1		17.0		10.8	
3.5		5.3		6.8		2.1		1.1	
8.7		9.0		9.7		5.6		17.3	
0.1		0.0		0.1		0.1		0.1	
0.3		0.3		0.7		0.5		1.3	
<u>100.0</u>		<u>100.0</u>		<u>100.0</u>		<u>100.0</u>		<u>100.0</u>	
2.0		4.1		4.2		2.8		4.1	
37.5		36.8		42.5		35.5		28.3	
22.8		24.2		29.4		34.7		30.5	
7.6		7.6		8.6		8.3		13.4	
1.7		1.3		2.4		2.9		2.9	
7.5		4.5		8.5		18.3		4.7	
<u>79.1</u>		<u>78.5</u>		<u>95.6</u>		<u>102.5</u>		<u>83.9</u>	
<u>20.9</u>	%	<u>21.5</u>	%	<u>4.4</u>	%	<u>(2.5)</u>	%	<u>16.1</u>	%

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

TSI-8. BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS DECEMBER 31, 2016

Complete District Mailing Address: Goforth Special Utility District
8900 Niederwald Strasse
Kyle, Texas 78640-3921

District Business Telephone Number: (512) 376-5695

Limit on Fees of Office that a Director may receive during a fiscal year: \$7,200

<u>Names</u>	<u>Term of office (Elected or Appointed)</u>	<u>Fees of Office Paid* FYE 12/31/16</u>	<u>Expense Reimburse- ments FYE 12/31/16</u>	<u>Title at Year End</u>
Board Members:				
Debbie Sandoval	(Elected) 12/14 - 12/17	\$ 1 200	\$ -	President
Ronald Bell	(Elected) 12/13 - 12/16 12/16 - 12/19	\$ 1 200	\$ -	Vice President
Lesley Simpson	(Elected) 12/15 - 12/18	\$ 1 200	\$ -	Secretary/Treasurer
Joe Maxwell	(Elected) 12/14 - 12/17	\$ 1 200	\$ -	Board Member
Travis McDonald	(Elected) 12/13 - 12/16 12/16 - 12/19	\$ 1 200	\$ -	Board Member
Sara Fairchild	(Appointed) 12/15 - 12/18	\$ 1 200	\$ -	Board Member
Elisandro Leos	(Appointed) (Elected) 11/15 - 12/16 12/16 - 12/19	\$ 1 200	\$ -	Board Member

* Fees of Office are the amounts actually paid to a director during the district's fiscal year.

See the Accompanying Independent Auditors' Report.

GOFORTH SPECIAL UTILITY DISTRICT

TEXAS SUPPLEMENTARY INFORMATION

TSI-8. BOARD MEMBERS, KEY PERSONNEL AND CONSULTANTS DECEMBER 31, 2016 (Continued)

<u>Names</u>	<u>Date Hired</u>	<u>Fees Paid* FYE 12/31/16</u>	<u>Expense Reimburse- ments FYE 12/31/16</u>	<u>Title at Year End</u>
Consultants:				
Cline and Company, P.C.	1987	\$ 89 672	\$ 1 009	Bookkeeper
Jackson Walker, LLP	12/1/1998	\$ 66 390	\$ 118	Attorney
Breedlove & Co., P.C.	12/2/2008	\$ 10 008	\$ -	Auditor
Southwest Engineers	pre 1986	\$ 197 465	\$ -	Engineer

* Fees of Office are the amounts actually paid to a consultant during the district's fiscal year.

See the Accompanying Independent Auditors' Report.

RATE SCHEDULE

GOFORTH SPECIAL UTILITY DISTRICT
RATE ORDER AND SERVICE POLICIES

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SECTION A.
AUTHORITY

1. This Service Policy was adopted by unanimous vote of the Board of Directors of the District on January 23, 2008. This Service Policy supersedes all utility service policies, rules and tariffs adopted or passed by the Board of Directors prior to January 23, 2008.
2. The adoption of this Service Policy shall not affect any violation or act committed or done, or any penalty or forfeiture incurred, or any contract or vested right established or accrued under any prior Service Policy.
3. An original of this Service Policy as approved shall be maintained in the records of the District and all additions, deletions and changes thereto shall be clearly exhibited.
4. Rules and regulations of state and federal agencies having applicable jurisdiction, promulgated under any applicable state or federal law, shall supersede all terms of the Service Policy that directly conflict with such state and federal rules or regulations. If any section, paragraph, sentence, clause, phrase, word or words of the Service Policy are declared unconstitutional or in violation of law, the remainder of the Service Policy shall not be affected thereby and shall remain in full force and effect.
5. This Service Policy is effective January 23, 2008.

SECTION B.
STATEMENTS

1. **Organization.** The Goforth Special Utility District is a political subdivision of the State of Texas authorized by special act of the 80th Texas Legislature (2007) for the purposes of furnishing retail utility services to CCN # 11356. The management of the District is controlled by the Board of Directors which is responsible for adopting all District service policies, rates and regulations. The members of the Board of Directors are elected by the registered voters residing within the District's boundaries.
2. **Non-Discrimination Policy.** Service is provided to all Applicants who comply with the provisions of this Service Policy regardless of race, creed, color, national origin, gender, disability, or marital status.
3. **Policy and Rule Application.** These policies, rules, and regulations apply to the water services provided by the District. Failure on the part of the Customer or Applicant to observe these policies, rules and regulations gives the District the authority to deny or discontinue service according to the terms of this Policy.
4. **Fire Protection Responsibility.** The District generally does not provide nor does it imply that fire protection is available on any of the distribution system, except where expressly specified and agreed to by the District. All hydrants or flush valves are for the operation and maintenance of the system and may be used for refill only by authorized fire departments. Any hydrant, flush valve or similar fixture painted black is not available for fire flow and shall not be used for such purposes according to state law. The District reserves the right to remove any hydrant, due to improper use or detriment to the system as determined by the District, at any time without notice, refund, or compensation to the contributors.
5. **Liability.** The District is not liable for damages caused by service interruptions, events beyond its control, and for normal system failures.
6. **Information Disclosure.** The records of the District shall be kept in the District's office at 8900 Niederwald Strasse, Niederwald, Texas 78640. All information collected, assembled, or maintained by or for the District shall be disclosed to the public in accordance with the Texas Public Information Act. A reasonable charge as established pursuant to the Texas Public Information Act may be assessed to any person requesting copies of District records. An individual customer may request in writing that their address, telephone number, account record of water use, or social security number be kept confidential. Such confidentiality does not prohibit the utility from disclosing this information to an official or employee of the state or a political subdivision of the state acting in an official capacity or an employee of the District acting in connection with the employee's duties.
7. **Customer Notice Provision.** The District will give written notice of a monthly water rate change by publication, mail or hand delivery to all affected customers at least thirty (30)

days prior to the effective date of the new rate. The notice shall contain the old rates, new rates, effective date of the new rates, date of Board authorization, and the name and phone number of the District representative designated to address inquiries about the rate change. Failure of the District to give the notice shall not invalidate the effective date of the change, the amount of the newly adopted rate nor any charge incurred based on the new rate.

8. ***Customer Service Inspections.*** The District requires that a customer service inspection certification be completed prior to providing water service to new construction and for all new customers as part of the activation of standard and non-standard service. Customer service inspections are also required on any existing service when the District has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction or addition to the customer's water distribution facilities. This inspection is limited to the identification and prevention of cross connections, potential contaminant hazards and illegal lead materials. (30 TAC § 290.46(j))
9. ***Submetering Responsibility.*** Submetering and Non-Submetering by Master Metered Accounts may be allowed in the District's water distribution system, provided the Master Metered Account customer complies with the Texas Commission on Environmental Quality Chapter 291 Subchapter H rules pertaining to Submetering. Tenants receiving water under a Master Metered Account are not considered customers of the District. The District has no jurisdiction over or responsibility to the tenants. Any interruption or impairment of water service to the tenants is the responsibility of the Master Metered Account Customer. Any complaints regarding submetering should be directed to the Texas Commission on Environmental Quality.

SECTION C. DEFINITIONS

Applicant – A person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity applying for service with the District.

Authorized Representative or District Representative – The General Manager of the District or a representative or employee of the District engaged in carrying out the terms of or performing services prescribed by this Policy pursuant to either general or specific authorization to do so from the General Manager or the Board of Directors of the District.

Board of Directors – The governing body of the District elected by the registered voters within the District's boundaries in accordance with the applicable election laws.

Customer – Any person, corporation, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, or any other legal entity having District's service at any specified premises designated to receive service.

Defined Service Area – That area within which water services are provided to Customers and that includes the area within the District's boundaries and the area described within CCN No. 11356.

Deposit – A non-interest bearing fee as set by the Board of Directors based upon the size of the water meter which is held by the District as security for service being rendered.

Developer – Any person, partnership, cooperative corporation, corporation, agency, or public or private organization who subdivides land or requests two (2) or more water service connections on a single contiguous tract of land [as defined in Section 13.2502(e)(1) of the Water Code].

Disconnection of Service – The discontinuance of water service to a Customer.

District – The Goforth Special Utility District.

District's Water System – The water production, treatment, and distribution facilities operated or to be constructed by the District as currently operating and any water system extensions or improvements which may be built within the District in the future.

Easement – A perpetual right-of-way dedicated to the District for the installation of water pipelines and necessary facilities which allows access to property for future operation, maintenance, facility replacement, facility upgrades, and/or installation of additional pipelines for both service to a Customer/Applicant and system-wide service. This may also include restrictions on the adjacent area to limit the installation of sewer lines or other facilities that would restrict the use of any area of the easement. The District maintains and occasionally updates a standard easement which must be provided prior to service to a new customer or new service connection.

Final Plat – A complete and exact plan for the subdivision of a tract of land which has been approved by all regulatory agencies having jurisdiction over approval of the design, planning and specifications of the facilities of such subdivision.

Hazardous Condition – A condition that jeopardizes the health and welfare of the customers of the District as determined by the District or any other regulatory authority with jurisdiction.

Master Meter – A meter that serves two or more connections and is installed in accordance with the requirements set forth in Section E (2) (c) of this Service Policy.

Re-Service – Providing service to an Applicant at a location at which service previously existed and at which there is an existing setting for a meter. Costs of such re-servicing shall be as established in the District's Service Policy or based on justifiable expenses in connection with such re-servicing.

Revenues – Any funds received for water service, tap fees, service charge fees, disconnect fees, reconnection fees or any and all other charges except for service deposits that may be charged and collected by the District from the ownership and operation of its water systems.

Service Application and Agreement – A written agreement on the current service application and agreement form between the Applicant and the District defining the specific type of service requirements requested, and the responsibilities of each party regarding the service to be provided on property designated to receive service.

Service Classification/Unit – The type of water service required by an Applicant as may be determined by the District based on specific criteria such as usage, meter size, demand, type application, and other relevant factors related to the Applicant's request. The base unit of water service used by the District in facilities design and rate making in this Service Policy is a 5/8" X 3/4" water meter.

Subdivide – To divide the surface area of land into lots or tracts.

Subdivider – An individual, firm, corporation, or other legal entity that owns any interest in land and that directly or indirectly subdivides land into lots or tracts as a part of a common promotional plan in the ordinary course of business.

Subdivision – An area of land that has been subdivided into lots or tracts.

Temporary Service – The classification assigned an applicant that is in the process of construction. This could also apply to service for uses other than permanent (e.g., agricultural, road construction, drilling, livestock, etc.). The Board will set the length of time associated with this classification.

Texas Commission on Environmental Quality (TCEQ) – State regulatory agency having jurisdiction of water and sewer service utilities and appellate jurisdiction over the rates and fees charged by the District.

SECTION D.
GEOGRAPHIC AREA SERVED

Goforth Special Utility District's certificated service area is located in portions of Caldwell, Hays, and Travis counties. The District holds CCN No. 11356 and a copy of its service area is available upon request from the District or may be viewed at the offices of the Texas Commission on Environmental Quality, Water Utilities Division in Austin, Texas.

SECTION E.
SERVICE RULES AND REGULATIONS

10. ***Service Entitlement.*** An Applicant requesting service within the boundaries of the District or the District's defined service area shall be considered qualified and entitled to water utility service when proper application has been made, terms and conditions of service have been met and continue to be met, and all fees have been paid as prescribed. An Applicant requesting service outside the District's boundaries or defined service area shall be considered for service in accordance with current District policies on providing service outside the District boundaries or CCN service area.
11. ***Application Procedures and Requirements.*** For the purposes of this Service Policy, service shall be divided into the following two classes:
 - a. **Standard Service** is defined as service on an existing pipeline where pipeline or service facility extensions are not required and special design and/or engineering considerations are not necessary. Typically, this would include 5/8" X 3/4" or 3/4" sized water meter services set on existing pipelines.
 - b. **Non-Standard Service** is defined as any service request which requires a larger meter service, service to a Master Metered Account (see E. 2. c. (4) of this Service Policy), or an addition to the supply, storage and/or distribution/collection system. The service requirements as prescribed by Section F of this Service Policy shall be required of the Non-Standard Service Applicant prior to providing service.
 - c. **Requirements for Standard and Non-Standard Service.**
 - 1) The District's Service Application and Agreement Form shall be completed in full and signed by the Applicant.
 - 2) A Right-of-Way Easement Form, Sanitary Control Easement, or other such easement form, approved by the District, must be provided by the Applicant (properly executed by the person or persons having legal authority to convey an easement) for the purpose of providing water service to the Applicant and to allow for future facility additions. The General Manager may waive the requirement for an easement, where an easement is not necessary for existing or future lines or facilities, for example in a platted subdivision with properly dedicated public utility easements.
 - 3) On request, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction begins after January 1, 2003, unless the District determines that installation of individual meters is not feasible. If the District determines that

installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. The District shall be entitled to the payment of costs, including the costs of individual meter installations, as provided in Section F.4. The cost of individual meter installation shall be prepaid by the property owner as well as the cost of any additional facilities or supply occasioned by the total water service demand represented by full occupancy of the property, as determined under applicable provisions of Section F.

- 4) The District may consider master metering of water service to apartments, condos, trailer/RV parks, or business centers and other similar type enterprises installed prior to January 1, 2003 or at an Applicant's request provided the total number of units to be served are all:
 - (a) owned by the same person, partnership, cooperative, corporation, agency, public or private organization of any type but not including a family unit, and considered a commercial enterprise; i.e. for business, rental, or lease purposes; or
 - (b) not directly accessible to public right-of-way (such as but not limited to gated communities).
- 5) Individual Metering for Multiple Use Facilities. On request by the property owner or manager, the District shall install individual meters owned by the District in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the District determines that installation of meters is not feasible. If installation of meters is not feasible, the District shall have no obligation to install meters until the property owner or manager installs a plumbing system, at the property owner's or manager's own expense, that is compatible with the installation and service of meters. Each individual meter will require a Service Application and Agreement pursuant to this Service Policy.
- 6) Notice of application approval and costs of service determined by the District shall be presented to the Applicant in writing and shall remain in effect for a period not to exceed thirty (30) days. After that time the Applicant must re-apply for service.
- 7) If the water main has been located in the public right-of-way and is adjacent to Applicant's property due to the current or previous landowner's refusal to grant an easement to the District for the purpose of installing the water main and appurtenances, and the District has documentation of such refusal, the Applicant, prior to receiving the requested service, shall grant the easements required under this Service Policy and in addition to the normally required fees for new customer

service, shall pay such sums as are reasonably necessary to cap the existing line in the ROW and construct the appropriate line or lines within that easement for the District's system-wide service.

12. ***Activation of Standard and Non-Standard Service.***

- a. **New Tap** – The District shall charge a non-refundable service installation fee and a refundable deposit as required under Section G of this Service Policy. The service installation fee shall be quoted in writing to the Applicant. All fees shall be paid or a deferred payment contract signed in advance of installation.
- b. **Re-Service** – For re-service the District shall charge the deposit fee and other costs necessary to restore service. When re-service is requested by an Applicant owing any delinquent charges on any previous service received from the District, all delinquent charges must be paid before re-servicing procedures can begin. Except for good cause, the District will reconnect service within one (1) working day after the Applicant has submitted a completed application for service and met any other requirements in this Service Policy. In no event will a capital improvement fee or capital impact fee be charged for a re-service event.
- c. **Performance of Work** – After approval is granted by proper authorities, all tap and equipment installations specified by the District shall be completed by the District staff or designated representative. No person, other than the properly authorized agent of the District, shall be permitted to tap or make any connection to the mains or distribution pipes of the District's water system, or make any repairs or additions to or alterations in any tap, pipe, cock or other fixture connected with the water service pipe. A request for service that requires a tap but does not require line extensions, construction, or new facilities shall be filled within five (5) working days after a completed service application has been accepted, whenever practicable. If construction is required to fill the order, such as use of a backhoe, and if it cannot be completed within 30 days, the District shall provide a written explanation of the construction required and an expected date of service. This time may be extended for installation of equipment for Non-Standard Service Request. (See Section F., 30 TAC § 291.85)
- d. **Inspection of Customer Service Facilities** – The property of and the facilities at the service connection shall be inspected to insure compliance with state required Minimum Acceptable Operating Practices for Public Drinking Water Systems as promulgated by the Texas Commission on Environmental Quality or successor agency. The customer must, at his or her expense, properly install and provide certification of maintenance on any backflow prevention device required by the District. (30 TAC § 290.46(j)).

13. ***Changes in Service Classification.*** If at any time the District determines that the customer service demands have changed from those originally applied for to a different service classification and the District determines that additional or different facilities are necessary to provide adequate service, the District shall require the Customer to re-apply

for service under the terms and conditions of this Service Policy. Customers failing to comply with this provision shall be subject to the Disconnection with Notice Provisions of this Service Policy, Sub-Section 11.a.

14. ***Denial of Service.*** The District may deny service for the following reasons:
 - a. Failure of the Applicant to provide all required easements and forms and to pay all required fees and charges;
 - b. Failure of the Applicant to comply with rules, regulations, policies, and bylaws of the District;
 - c. Existence of a hazardous condition at the Applicant's property which could jeopardize the welfare of other customers of the District upon connection;
 - d. Failure of Applicant to provide representatives or employees of the District reasonable access to property for which service has been requested;
 - e. Applicant's service facilities are known to be inadequate or of such condition that satisfactory service cannot be provided.
15. ***Applicant's Recourse.*** In the event the District refuses to serve an Applicant under the provisions of this Service Policy, the District must notify the Applicant, in writing, of the basis of its refusal. The Applicant may file for an appeal, in writing, with the Board of Directors of the District.
16. ***Insufficient Grounds for Refusal of Service.*** The following shall not constitute sufficient cause for the refusal of service to an Applicant:
 - a. Delinquency in payment for service by a previous occupant of the premises to be served;
 - b. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six (6) months prior to the date of application;
 - c. Violation of the District's rules pertaining to operation of non standard equipment or unauthorized attachments which interferes with the service of others, unless the Customer has first been notified and been afforded reasonable opportunity to comply with said requirements;
 - d. Failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of a utility bill; or
 - e. Failure to comply with regulations or rules for anything other than the type of utility service specifically requested including failure to comply with septic tank regulations.

17. ***Deferred Payment Agreement.*** The District may offer a deferred payment plan to a Customer who cannot pay an outstanding balance in full and is willing to pay the balance in reasonable installments as determined by the District, including any Late Penalty Fees or interest on the monthly balance to be determined as per agreement.
18. ***Charge Distribution and Payment Application.***
- a. **The Service Availability Charge or Reserve Service Charge** is billed on a monthly basis. Charges shall be prorated for meter installations and service terminations falling during the billing period.
 - b. **Gallonage Charge** shall be billed at the rate specified in Section G and billing shall be calculated in one hundred (100) gallon increments. Water charges are based on monthly meter readings and are calculated from reading date to reading date. Readings used in all billing calculations shall be taken by the District's employees or designated representative.
 - c. **Posting of Payments.** All payments shall be posted against previous balances prior to posting against current billings.
 - d. **Forms of Payment:** The District will accept the following forms of payment: cash, personal check, cashier's check, money order, credit card, or draft on bank. The District will not accept two-party checks, pay checks, or any other instrument of payment that is not made out to the District. The District reserves the right to require exact change and may refuse to accept payments made using more than \$1.00 in coins.
19. ***Due Dates, Delinquent Bills, and Service Disconnection Date.***
- a. The District shall mail all bills on or about the first day of the month. All bills shall be due and payable upon receipt and are past due beyond the date indicated on the bill (allowing approximately fifteen (15) days to pay), after which time a penalty shall be applied as described in Section G. A bill is delinquent if not paid on or before the past due date. Payments made by mail will be considered late if postmarked after the past due date. A five (5) day grace period may then be allowed for delayed payments prior to mailing of final notices. Final notices shall be mailed allowing ten (10) additional days for payment prior to disconnection. The ten (10) additional days shall begin on the day the final notice is deposited with the U.S. Postal Service with sufficient postage. If the past due date for the regular or final billing is on a weekend or holiday, the past due date for payment purposes shall be the next day the District office is open for business after said weekend or holiday. For all disputed payment deadlines, the date postmarked on each bill will determine the beginning of each billing cycle or final notice mailings.
 - b. Upon written request, any residential customer 60 years of age or older who occupies the entire premises of a dwelling receiving water utility service from the District shall receive extension of the past due date, without penalty. The

extension shall not exceed 10 days beyond the usual 15 day payment period for a total of no more than 25 days from the date the bill is issued. The request may specify extension of the late payment periods for current and subsequent billings. (Utilities Code Sections 182.001-.005)

20. ***Rules for Disconnection of Service.*** The following describes the rules and conditions for disconnection of service.

a. **Disconnection with Notice.** Water utility service may be disconnected for any of the following reasons after proper notification has been given.

- 1) **Returned Checks.** The District shall mail, via the U.S. Postal Service, a notice requiring redemption of the returned instrument within ten (10) days of the date of the notice to be made in the District office. Redemption of the returned instrument shall be made by cash, money order, or certified check. Failure to meet these terms shall initiate disconnection of service. Any such instruments returned as insufficient or non-negotiable for any reason for any two billing periods within a 12-month period shall be considered evidence of bad credit risk by the District. The Customer in violation shall be placed on a "cash-only" basis for a period of 12 months. **NOTE:** "cash only," means certified check, money order, or cash.
- 2) **Failure to pay a delinquent account for utility service, failure to timely provide a deposit or failure to comply with the terms of a deferred payment agreement;**
- 3) **Violation of the District's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of non-standard equipment if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation;**
- 4) **Failure of the Customer to comply with the terms of the District's Service Agreement, Service Policy, Backflow Prevention Policy, Bylaws, or Special Contract provided that the District has given notice of said failure to comply, and Customer has failed to comply within a specified amount of time after notification.**
- 5) **Failure to provide access to the meter under the terms of this Service Policy or to property at which water service is received when there is reason to believe that a hazardous condition or policy violation exists for which access is necessary to verify.**
- 6) **Misrepresentation by any Applicant of any fact on any form, document, or other agreement required to be executed by the District.**

- 7) Failure of Customer to re-apply for service upon notification by the District that Customer no longer meets the terms of the service classification originally applied for under the original service application.
- b. **Disconnection Without Notice.** Water utility service may be disconnected without notice for any of the following conditions:
- 1) A known dangerous or hazardous condition exists for which service may remain disconnected for as long as the condition exists, including but not limited to a violation of the Texas Sanitation and Health Protection Law 4477-1, or there is reason to believe a dangerous or hazardous condition exists and the Customer refuses to allow access for the purpose of confirming the existence of such condition and/or removing the dangerous or hazardous condition (Section E. 3. d., E. 20., 21., 30 TAC § 290.46(j));
 - 2) Service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment; and
 - 3) In instances of tampering with the District's meter or equipment, by passing the meter or equipment, or other diversion of service. **NOTE:** Where reasonable, given the nature of the reason for disconnection, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
 - 4) When a returned check is received on an account that was scheduled for disconnection service shall be immediately disconnected in accordance with the standard delinquent account policy. Notice shall be provided by same day mail or hand-delivery that insufficient check was received. Notice shall state the hours and location where this insufficient check can be redeemed to allow service to be re-connected.
- c. **Disconnection Prohibited.** Utility service may not be disconnected for any of the following reasons:
- 1) Failure of the Customer to pay for merchandise or charges for non-utility service provided by the District, unless an agreement exists between the Customer and the District whereby the Customer guarantees payment of non-utility service as a condition of service;
 - 2) Failure of the Customer to pay for a different type or class of utility service unless a fee for such service is included in the same bill;
 - 3) Failure of the Customer to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing;

- 4) Failure of the Customer to pay the account of another Customer as guarantor thereof, unless the District has in writing the guarantee as a condition precedent to service;
 - 5) Failure of the Customer to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under the Inoperative Meters subsection E. 15. of this Service Policy.
 - 6) Failure of the Customer to pay estimated bill other than a bill rendered pursuant to an approved meter reading plan, unless the District is unable to read the meter due to circumstances beyond its control;
- d. **Disconnection on Holidays and Weekends.** Unless a dangerous condition exists or the Customer requests disconnection, service shall not be disconnected on a day, or on a day preceding a day, when personnel of the District are not available to the public for the purpose of making collections and reconnecting service.
 - e. **Disconnection Due to Utility Abandonment.** The District may not abandon a Customer or a Certificated Service Area without written notice to its Customers and all similar neighboring utilities and approval from the Texas Commission on Environmental Quality.
 - f. **Disconnection for Ill and Disabled.** The District may not discontinue service to a delinquent residential Customer permanently residing in an individually metered dwelling unit when that Customer establishes that discontinuance of service will result in some person at that residence becoming seriously ill or more seriously ill if service is discontinued. Each time a Customer seeks to avoid termination of service under this Subsection, the Customer must have the attending physician call or contact the District within sixteen (16) days of issuance of the bill. A written statement must be received by the District from the physician within twenty-six (26) days of the issuance of the utility bill. The prohibition against service termination shall last sixty-three (63) days from the issuance of the utility bill or such lesser period as may be agreed upon by the District and Customer's physician. The Customer shall enter into a Deferred Payment Agreement.
 - g. **Disconnection of Master Metered Accounts.** When a bill for water utility services is delinquent for a master metered service complex (defined as a complex in which a single meter serves two (2) or more residential dwelling units), the following shall apply: (30 TAC § 291.126)
 - 1) The District shall send a notice to the Customer as required. This notice shall also inform the Customer that notice of possible disconnection will be provided to the tenants of the service complex in five (5) days if payment is not rendered before that time.
 - 2) At least five (5) days after providing notice to the Customer and at least five (5) days prior to disconnection, the District shall post notices stating

“Termination Notice” in public areas of the service complex notifying the residents of the scheduled date for disconnection of service.

- 3) The tenants may pay the District for any delinquent bill on behalf of the owner to avert disconnection or to reconnect service to the complex.
- h. **Disconnection of Temporary Service** – When an Applicant with Temporary Service fails to comply with the conditions stated in the Service Application and Agreement Form or other rules of this Service Policy, service may be terminated with notice.
21. **Billing Cycle Changes.** The District reserves the right to change its billing cycles if the workload requires such practice. After a billing period has been changed, the billings shall be sent on the new change date unless otherwise determined by the District.
22. **Back-billing.** The District may back-bill a Customer for up to forty-eight (48) consecutive months for meter error, misapplied meter multiplier, incorrect meter readings, or error in computing a Customer’s bill. Failure to pay the most recent six (6) months billing will result in disconnection of service.
23. **Disputed Bills.** In the event of a dispute between the Customer and the District regarding any bill, the District shall forthwith make and conduct an investigation as shall be required by the particular case, and report the results in writing thereof to the Customer. All disputes under this Subsection must be submitted to the District, in writing, prior to the due date posted on said bill.
24. **Inoperative Meters.** Water meters found inoperative will be repaired or replaced within a reasonable time. If a meter is found not to register for any period, unless bypassed or tampered with, the District shall make a charge for units used, but not metered, for a period not to exceed three (3) months, based on amounts used under similar conditions during the period preceding or subsequent thereto, or during corresponding periods in previous years.
25. **Bill Adjustment Due To Meter Error.** The District shall test any Customer’s meter upon written request of the Customer. In the event the meter tests within the accuracy standards of The American Water Works Association, a test fee as prescribed in Section G of this Service Policy shall be imposed. In the event the test results indicate that the meter is faulty or inaccurate, the test fee shall be waived, the meter shall be calibrated or replaced, and a billing adjustment may be made as far back as six (6) months. The billing adjustment shall be made to the degree of the meter’s inaccuracy as determined by the test. The Customer shall complete a Meter Test Request Form prior to the test.
26. **Meter Tampering and Diversion.** Meter tampering, bypassing, or diversion are strictly prohibited, including any tampering with the District’s service equipment, bypassing the same, or other instances of diversion, such as:
 - a. removing a locking or shut off device used by the District to discontinue service;

- b. physically disorienting the meter;
- c. attaching objects to the meter to divert service or to bypass;
- d. inserting objects into the meter; or
- e. other electrical or mechanical means of tampering with, bypassing, or diverting service.

Photographic evidence or any other reliable and credible evidence may be used to establish that a violation of this prohibition has occurred and to justify appropriate action by the District. A court finding of meter tampering may be used instead of photographic or other evidence, if applicable. Violation of this prohibition may be prosecuted to the extent allowed by law under Texas Penal Code §§ 12.21, 28.03.

27. ***Service Facility Relocation.*** Relocation of service facilities on the same property shall be allowed by the District provided that:

- a. An easement for the proposed location has been granted to the District;
- b. The Customer pays the actual cost of relocation plus administrative fees;
- c. The relocation is limited to the requesting Customer's existing property designated to receive service; and
- d. Service capacity is available at the proposed location.

28. ***Prohibition of Multiple Connections To A Single Tap.*** No more than one (1) residential, commercial, or industrial service connection is allowed per meter. The District may consider allowing an apartment building or mobile home/RV park to apply as a "Master Metered Account" and have a single meter (See Section E. 2. c. (4)). Any unauthorized submetering or diversion of service shall be considered a Multiple Connection and subject to disconnection of service. If the District has sufficient reason to believe a Multiple Connection exists, the District shall discontinue service under the Disconnection with Notice provisions of this Service Policy.

29. ***Customer's Responsibility.***

- a. The Customer shall provide access to the meter as per the easement and service agreement. If access to the meter is hindered or denied preventing the reading of the meter, an estimated bill shall be rendered to the Customer for the month, and a notice shall be sent to the effect that access could not be gained. If access is denied for three (3) consecutive months after proper notification to the Customer, then service shall be discontinued and the meter removed with no further notice. (Section E. 3. d.)

- b. The Customer shall be responsible for compliance with all utility, local, and state codes, requirements, and regulations concerning on-site service and plumbing facilities.
 - 1) All water service connections shall be designed to ensure against back flow or siphonage into the District's water supply in accordance with the District's Backflow Prevention Policy. In particular, livestock water troughs shall be plumbed above the top of the trough with air space between the discharge and the water level in the trough. (30 TAC 290.46)
 - 2) The use of pipe and pipe fittings that contain more than 8.0% lead or solder and flux that contain more than 0.2% lead is prohibited for any plumbing installation or repair of any residential or non residential facility providing water for human consumption and connected to the District's facilities. Customer service pipelines shall be installed by the applicant. (30 TAC 290.46)

Service shall be discontinued without further notice when installations of new facilities or repairs of existing facilities are found to be in violation of this Section 22.b until such time as the violation is corrected.

- c. The District's ownership and maintenance responsibility of water supply and metering equipment shall end at the meter or other service equipment. Therefore, all water usage registering upon and/or damages occurring to the metering equipment owned and maintained by the District shall be subject to charges as determined by this Service Policy.
- d. The District shall require each Customer to have a cut off valve on the Customer's side of the meter for purposes of isolating the Customer's service pipeline and plumbing facilities from the District's water pressure. The valve shall meet AWWA standards (a ball valve is preferred). The Customer's use of the District's curb stop or other similar valve for such purposes is prohibited. Any damage to the District's equipment shall be subject to service charges. (This cut-off valve may be installed as a part of the original meter installation by the District.).

30. ***Prohibited Plumbing Practices***

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination will be isolated from the public water system by an air gap or an appropriate backflow prevention device in accordance with the District's Backflow Prevention Policy.
- b. No cross-connection between the water supply and a private water system is permitted. These potential threats to the public drinking water supply must be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.

- c. No connection which allows water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more the eight percent (8.0%) lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- e. No solder of flux which contains more than two-tenths of one percent (0.2%) lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

31. ***Water Service Connections***

Applications for water service connection shall be filed with the District on approved forms. Applicants shall meet all district requirements for service, including the grant of any necessary easements (as determined by the District) and the installation of a cut-off valve at the expense of the Applicant.

- a. No person, other than district employees or designated representatives, shall be permitted to tap or make any connection with the mains or service lines of the District's water system, or make any repairs or additions to or alterations to any tap, meter, pipe, valve or other fixture connected to a District water main or service line.
- b. A Customer must allow the district to inspect his or her property for possible cross-connections and other undesirable plumbing practices. These inspections will be conducted by the district prior to granting permanent service and may be conducted periodically thereafter.
- c. A Customer must, at the Customer's expense, properly install a backflow prevention device when required by the District.
- d. All costs to extend or upsize District water mains or service lines to serve any Customer or user, or to any undeveloped area within the District, shall be the sole responsibility of the property owner and/or developer requesting service.

32. ***Standards for Water Service Lines.*** The following standards govern the installation of customer service lines for water service to residences or commercial building within the district:

- a. In addition to compliance with this Service Policy, All connections shall comply with the Rules and Regulations for Public Water Systems issued by the TCEQ as set forth in Subchapter D, Chapter 290, Title 30 of the Texas Administrative Code. In the event of a conflict between this Service Policy and the TCEQ's Rules, the more stringent rule shall apply.
- b. Water pipe and fittings shall be of brass, copper, cast iron, galvanized malleable iron, galvanized wrought iron, galvanized steel, or other approved materials.

- c. A district owned water meter and a district approved meter box shall be installed by the district or its designated representative.
 - d. Potable water supply piping, water discharge outlets, backflow prevention devices, or similar equipment shall not be located so as to make possible the submergence of such equipment in any contaminated or polluted substance.
 - e. Lawn sprinkling systems shall be equipped with an approved vacuum breaker installed in the discharge side of each of the last valves. The vacuum breaker shall be installed at least six inches (6") above the surrounding ground and above a sufficient number of heads so at no time will the vacuum breaker be subject to back pressure or drainage.
 - f. The district's water system shall be protected from swimming pool makeup water by means of an approved backflow prevention device or an adequate air gap.
33. ***Out of District Service.*** It is the general policy of the district to provide service to the users or customers located outside the district's service area only after annexation of the property designated to receive service with approval of the board of directors. At the discretion of the board, the district may enter into contracts with other political subdivisions of this state to provide service to users or customers located outside the district's service area.
34. ***Penalties and Enforcement***
- a. **Penalties.** Any person violating any provision of this article, as amended, may be subject to a fine of not more than \$500.00 per violation. Each day that a violation of this article is permitted to exist shall constitute a separate violation. A penalty under this section is in addition to any other penalty or remedy provided by the laws of the State of Texas or this Service Policy.
 - b. **Liability for Cost.** Any person violating any provision of this article, as amended, shall be liable to the district for any expense, loss or damage occasioned by the district by reason of such violation and the district's enforcement thereof. If the district prevails in any suit to enforce these rules and regulations, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the district before the court.
 - c. **No Waiver.** The failure on the part of the district to enforce any article, section, clause, sentence, or provision of this Service Policy shall not constitute a waiver of the right of the district later to enforce any section, clause, sentence, or provision of this Service Policy.

SECTION F.
DEVELOPER, SUBDIVISION AND NON-STANDARD SERVICE REQUIREMENTS

1. ***District's Limitations.*** All Applicants shall recognize that the District must comply with local, state, and federal rules and regulations as promulgated from time to time, and with covenants of current indebtedness.
2. ***Purpose.*** It is the purpose of this Section to define the process by which the specific terms and conditions all kinds of Non-Standard Service, including specifically Non-Standard Service to subdivisions and the respective developers and subdividers, are determined, including the Non-Standard Service Applicant's and the District's respective costs.
3. ***Application of Rules.*** This Section sets forth the terms and conditions pursuant to which the District will process Non-Standard Service Requests. This Section is applicable to subdivisions, additions to subdivisions, developments, or whenever additional service facilities are required for a single tract of property. Examples of non-standard services for a single tract of property include, but are not limited to, road bores, extensions to the distribution system, meters larger than 5/8" x 3/4", service lines exceeding 3/4" diameter and service lines exceeding 200 feet. For the purposes of this Service Policy, Applications subject to this Section shall be defined as Non-Standard. In cases of service to a single tract, the Board of Directors of the District shall determine on an individual basis whether or not an Applicant's service request shall be subject to all or part of the conditions of this Section. Non-Standard Service to subdivisions are governed by this Section.
4. ***Non-Standard Service Application.*** The Applicant shall meet the following requirements prior to the initiation of a Non-Standard Service or the execution of a Non-Standard Service Contract by the District:
 - a. The Applicant shall provide the District a completed Service Application And Agreement giving special attention to the item(s) on SPECIAL SERVICE NEEDS OF THE APPLICANT.
 - b. The Applicant must be authorized to enter into a contract with the District setting forth terms and conditions pursuant to which Non-Standard Service will be furnished to a property or subdivision. The specific terms and conditions pursuant to which the District will provide Non-Standard Service in response to any request will depend on the nature of such request and may be set forth in a legally enforceable, contractual agreement to be entered into by the District and the service Applicant. A Non-Standard Service Contract may not contain any terms or conditions that conflict with this section.
 - c. A plat acceptable to the District must accompany the Application showing the Applicant's requested service area. Plans, specifications, and special requirements of such governmental authorities shall be submitted with the plat.

Applicants for single taps involving extension or upsizing of facilities shall be required to submit maps or plans detailing the location of the requested extension and details of demand requirements. Prior to the initiation of service, the plat must be approved by all governmental authorities exercising jurisdiction over lot sizes, sewage control, drainage, right-of-way, and other service facilities.

- d. A Non-Standard Service Investigation Fee shall be paid to the District in accordance with the requirements of Section G for purposes of paying initial administrative, legal, and engineering fees. The District shall refund any balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request. In the event such a fee is not sufficient to pay all reasonable expenses incurred by the District, the Applicant shall pay to the District all remaining expenses that have been, or will be incurred by the District and District shall have no obligation to complete processing of the request until all remaining expenses have been paid.
 - e. If after the service investigation has been completed, the District determines that the Applicant's service request is for property located, in whole or in part, outside the area described in the District's defined service area, service may be extended provided that:
 - 1) The service location is not in an area receiving similar service from another retail public utility;
 - 2) The service location is not within another retail public utility's Certificate of Convenience and Necessity; and
 - 3) The District's defined service area shall be amended to include the entirety of Applicant's property for which service is requested. Applicant shall pay all costs incurred by District for annexation or for amending its CCN, including but not limited to engineering and professional fees. The District may extend service prior to completing the amendment to its CCN, but will do so only upon Applicant's legally enforceable agreement to fully support such amendment (including but not limited to payment of all professional fees, including legal, surveying and engineering fees incurred by District in securing the amendment). If the District determines to annex the property, the applicant shall secure written requests for annexation from all ownership interests in the property to be annexed, and shall pay all costs, including title review, engineering and professional fees for the annexation.
5. **Design.** Upon receipt of a complete Non-Standard Service Application and Investigation Fee, the District shall study the design requirements of the Applicant's required facilities prior to initiation of a Non-Standard Service Contract by adopting the following schedule:

- a. The District's Consulting Engineer shall design, or review and approve plans for, all on-site and off-site service facilities for the Applicant's requested level and manner of service within the District's specifications, incorporating any applicable municipal or other governmental codes and specifications.
 - b. The Consulting Engineer's fees shall be paid out of the Non-Standard Service Investigation Fee under Section 4.
 - c. The Consulting Engineer shall submit to the District a set of detailed plans, specifications, and cost estimates for the project.
 - d. The District's Engineer shall ensure all facilities for any Applicant are of proper size and type to meet the level and manner of service specified in the Non-Standard Service Application. The District reserves the right to upgrade design of service facilities to meet future demands provided however, that the District shall pay the expense of such upgrading in excess of what is reasonably and directly allocable to the Applicant's facility requirements.
6. ***Non-Standard Service Contract.*** Applicants requesting or requiring Non-Standard Service may be required to execute a Non-Standard Service Contract, drawn up by the District's Attorney, in addition to submitting the District's Service Application and Agreement. Service to any subdivision shall require a Non-Standard Service Contract. Said Contract shall define the terms, including the level and manner of service and the date for commencing service, prior to construction of any facilities. The Non-Standard Service Contract may include, but is not limited to:
- a. Specifying the costs for contract administration, the design, construction, and inspection of facilities, securing additional water supply, and terms by which these costs are to be paid.
 - b. Procedures by which the Applicant shall accept or deny a contractor's bid, thereby committing to continue or discontinue the project.
 - c. Terms by which service capacity adequate to the level and manner of service requested shall be reserved for the Applicant following construction of the facilities and duration of reserved service taking into consideration the impact the Applicant's service demand will have upon the District's overall system capability to meet other service requests, as well as assessment of any service availability charges following construction of facilities (if applicable).
 - d. Terms by which the District shall administer the Applicant's project with respect to:
 - 1) Design of the on-site and off-site facilities;
 - 2) Securing and qualifying bids;
 - 3) Requirements for executing the Non-Standard Service Agreement;

- 4) Selection of a qualified bidder for construction;
 - 5) Dispensing funds advanced prior to initiation of construction;
 - 6) Inspecting facilities following construction; and
 - 7) Testing facilities and closing the project.
- e. Terms by which the Applicant shall indemnify the District from all third party claims or lawsuits in connection with the project.
 - f. Terms by which the Applicant shall convey facilities to the District and by which the District shall assume operation and maintenance responsibility, including any enforcement of warranties in connection with construction of the Applicant's project.
 - g. Terms by which the Applicant shall grant title or easements for use of property during construction and for ongoing service thereafter.
 - h. Terms by which the Board of Directors shall review and approve the Non-Standard Service Contract pursuant to current rules, regulations, and bylaws.
 - i. Agreement to enforceable remedies in the event applicant fails to comply with all contract obligations, including specific performance.

In the event that the Applicant undertakes any construction of any such facilities prior to execution of a Non-Standard Service Contract with the District, the District may refuse to provide service to the Applicant or to any portion of the Applicant's property (or require payment of all costs for replacing/repairing any facilities constructed without prior execution of a Contract from any person requesting service within the Applicant's service area, such as a person buying a lot or home within the subdivision), require that all facilities be uncovered by the Applicant for inspection by the District, require that any facilities not approved by the District be replaced, or take any other lawful action determined appropriate by the Board of Directors of the District.

7. ***Property and Right-of-Way Acquisition.*** With regard to construction and subsequent maintenance and operation of facilities, the District shall require exclusive easements or title to property as appropriate:
- a. If the District determines that easements or facility sites outside the Applicant's property are required, the Applicant shall secure such easements or title to facility sites exclusively for the District. All easements and property titles shall be researched, validated, and filed by the District at the expense of the Applicant.
 - b. In the event the Applicant is unable to secure any easements or title to any sites required by the District, and the District determines to acquire such easements or title by eminent domain, all reasonable costs incurred by the District shall be paid

- c. The District shall require exclusive dedicated easements on the Applicant's property as appropriate for the level and manner of service requested by the Applicant and system-wide service by the District. All such easements shall be adequate to authorize the District to construct, install, maintain, replace, upgrade, inspect, or test any facility necessary for service to the Applicant as well as system-wide service within the District generally. Easements for subdivisions also must be sufficient for service throughout the subdivision when the subdivision is fully occupied. Title to any portion of the Applicant's property required for on-site facilities will be provided and exclusive to the District.
 - d. Easements and facilities sites shall be prepared for the construction of all District facilities in accordance with the District's requirements and at the expense of the Applicant.
8. ***Bids For Construction.*** The District's Consulting Engineer shall solicit or shall advertise for bids for the construction of the Applicant's proposed facilities in accordance with law and generally accepted practices. Plans and specifications shall be made available, with or without charge, to prospective bidders. Although the District reserves the right to reject any bid or contractor, the District shall generally award the contract to the lowest and best bidder in accordance with the following criteria:
- a. The Applicant shall execute the Non-Standard Service Contract evidencing willingness to proceed with the project and shall pay all costs in advance of construction associated with the project;
 - b. The Contractor shall provide an adequate bid bond under terms acceptable to the District;
 - c. The Contractor shall secure adequate performance and payment bonding for the project under terms acceptable to the District;
 - d. The Contractor shall supply favorable references acceptable to the District;
 - e. The Contractor shall qualify with the District as competent to complete the work; and
 - f. The Contractor shall provide adequate certificates of insurance as required by the District.
9. ***Pre-Payment For Construction and Other Costs.*** As a general rule, Applicant shall be required to pay all anticipated costs of construction, easement and title acquisition, legal and engineering fees, and other costs associated with extending non-standard service prior to these costs being incurred by District. District will promptly remit any and all unexpended prepaid funds, without interest, upon completion of the non-standard service extension and commencement of service. While the District will make every reasonable

effort to work with Applicant, prepayment of costs shall be provided in a manner acceptable to District.

10. ***Construction.***

- a. All roadwork pursuant to state, county and/or municipal standards (as applicable) shall be completed prior to facility construction to avoid future problems resulting from road right-of-way completion and excavation. Subject to approval of the requisite authority, road sleeves may be installed prior to road construction to avoid road damage during construction of Applicant's facilities during construction.
- b. The District shall, at the expense of the Applicant, inspect the facilities to ensure compliance with District standards.
- c. Construction plans and specifications shall be strictly adhered to, but the District reserves the right to change-order any specifications, due to unforeseen circumstances during the design phase, to better facilitate construction or operation of the Applicant's facility. All change-order amounts shall be charged to the Applicant.

11. ***Service within Subdivisions.*** The District's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the service specified by the Applicant Developer for that subdivision. The Applicant Developer is responsible for paying for all costs necessary for non-standard service to a subdivision as determined by the District under the provisions of this Service Policy and specifically the provisions of this Section. If the Applicant Developer fails to pay these costs, the District has the right to require payment of these costs by any one or more of the persons purchasing lots within such subdivision before the District is obligated to provide retail utility service to any customer service applicant within the subdivision. In addition, District may elect to pursue any remedies provided by the Non-Standard Service Contract if one has been executed. Applicant Developer is advised that purchasers of lots also may have legal recourse to the Applicant Developer under Texas law, including but not limited to Section 13.257, Texas Water Code, and the Texas Deceptive Trade Practices—Consumer Protection Act, Chapter 17, Subchapter E, Business and Commerce Code.

12. ***Service to Certain Subdivisions.***

- a. For service to subdivisions involving tracts of 50 acres or greater, the Applicant Developer must provide information otherwise required under this Section and must ensure that the District has been provided complete information sufficient to determine whether the level and manner of service requested by the Applicant Developer can be provided within the time frame specified by the Applicant Developer and to determine what capital improvements, including expansion of capacity of the District's production, treatment and/or storage facilities and/or general transmission facilities properly and directly allocable to the requested

level and manner of service, will be needed. At a minimum, and in addition to information otherwise required under this Section, the Applicant Developer must provide:

- 1) Map and description of the area to be served complying with the map requirements of 30 Texas Administrative Code Section 291.105(a)(2)(A)-(G) of the TCEQ's Rules.
- 2) Time frame for:
 - (a) Initiation of service; and
 - (b) Service to each additional phase following the initial service.
- 3) Level of service (quantity and quality) for:
 - (a) Initial service; and
 - (b) If Applicant Developer proposes development in phases, the level of service that must be provided for each phase, and the estimated location of each phase depicted on the maps required under 12.a.1 of this Section.
- 4) Manner of service for:
 - (a) Initial needs; and
 - (b) Phased and final needs and the projected land uses that support the requested level of service for each phase.
- 5) Copies of all required approvals, reports and studies done by or for the Applicant Developer to support the viability of the proposed subdivision.
- 6) The proposed improvements to be constructed by the Applicant Developer including timelines for the construction of these improvements.
- 7) A map or plat of the subdivision depicting each phase and signed and sealed by a licensed surveyor or registered professional engineer.
- 8) Intended land use of the development, including detailed information concerning types of land use proposed.
- 9) The projected water demand of the development when fully built out and occupied, the anticipated water demands for each type of land use, and a projected schedule of build-out.
- 10) A schedule of events leading up to the anticipated date upon which service from the District will first be needed.

- 11) A proposed calendar of events, including design, plat approval, construction phasing, and initial occupancy.
 - 12) Any additional information requested by the District necessary to determine the capacity and the costs for providing the requested service.
- b. Applicant Developer must establish that current and projected service demands justify the level and manner of service being requested.
 - c. The Applicant Developer must advise the District that he/she may request expedited decertification from the TCEQ.
 - d. The Application will be processed on a time frame that should ensure final decision by the District within 90 days from the date of the Non-Standard Service Application and the payment of all fees required by this Section.
 - 1) Upon payment of all required fees, the District shall review Applicant Developer's service request. If no additional information is required from Applicant Developer, the District will prepare a written report on Applicant Developer's service request, subject to any final approval by the District's governing body (if applicable) which must be completed within 90 days from the date of application and payment of the required fees. The District's written report will state whether the requested service will be provided, whether the requested service can be provided within the time frame specified by the Applicant Developer, and the costs for which the Applicant Developer will be responsible (including capital improvements, acquisition of any additional water supply capacity, easements and land acquisition costs, and professional fees).
 - 2) In the event the District's initial review of the Applicant Developer's service application shows that additional information is needed, the District will notify Applicant Developer of the need for such additional information. Notice of the need for additional information will be made in writing within 30 days of the date the District receives the Applicant Developer's payment of the required fees and completed application for Non-Standard Service. Applicant Developer should respond to the District's request for additional information within 15 days of receipt of the District's written request. In any case, the District will provide the written report, including any final approval by the District's Board (if applicable) within 90 days from the date of the initial written application and payment of all required fees.
 - 3) By mutual written agreement, the District and the Applicant Developer may extend the time for review beyond the 90 days provided for expedited petitions to the TCEQ. The Applicant Developer is advised that failure to timely provide the information required by this Section, including this Subsection, may cause the TCEQ to reject any subsequent petition for

decertification of Applicant Developer's property. The Applicant Developer is further advised that if the Applicant Developer makes any change in level or manner of service requested, the time frame for initiation of service, or the level or manner of service requested for any phase of service, the Applicant Developer's original Application for Non-Standard Service will be deemed withdrawn, and the change may be considered a new Application for Non-Standard Service for all purposes, including the times specified herein for processing.

- 4) Following 90 days and final approval by the District and acceptance of the District's terms for service by the Applicant, a Non-Standard Service Contract will be executed and the District shall provide service according to the conditions contained in the Non-Standard Service Contract.

SECTION G.
RATES AND SERVICE FEES

UNLESS SPECIFICALLY DEFINED IN THIS SERVICE POLICY, ALL FEES, RATES, AND CHARGES AS STATED HEREIN SHALL BE NON-REFUNDABLE.

Classes of Users. All users of the District's water services shall be classified as either: standard or non-standard service, as further defined in Section E (2) of this Service Policy. Either class of users may be further classified into sub-classes according to the meter size by which service is provided.

13. ***Service Investigation Fee.*** The District shall conduct a service investigation for each service application submitted to the District. An initial determination shall be made by the District, without charge, as to whether the service request is Standard or Non-Standard. An investigation shall then be conducted and the results reported under the following terms:

- a. All Standard Service requests shall be investigated without charge and all applicable costs for providing service shall be quoted in writing to the Applicant within ten (10) working days of application.
- b. All Non-Standard Service requests shall be subject to a fee, appropriate to each project, of sufficient amount to cover all administrative, legal, and engineering fees required by the District to:
 - (1) provide cost estimates of the project,
 - (2) develop detailed plans and specifications as per final plat,
 - (3) advertise and accept bids for the project,
 - (4) execute a Non Standard Service Contract with the Applicant, and
 - (5) provide other services as required by the District for such investigation.

14. ***Deposit.***

- a. At the time the application for service is approved, an Applicant for standard service shall pay an account Deposit which will be held by the District, without interest, until settlement of the customer's final bill. The Deposit will be used to offset final billing charges of the account. In the event that a surplus of FIVE DOLLARS (\$5.00) or more exists after the final billing is settled, the balance will be paid to the customer within 45 days, when the District is provided with a suitable address. All requests for refunds shall be made in writing and must be filed within 90 days of termination. In the event that an outstanding balance exists after the Deposit is applied, The District shall attempt to collect the outstanding balance by all lawful means available.

- 1) The Deposit for water service is \$100.00 for each service unit.
 - 2) The Deposit for oversized or Master Metered Accounts shall be based on multiples of meter size equivalence or actual connections served.
- b. If the District is not provided with a suitable address to send the balance of a deposit or if after sending the balance it is returned by the postal service, the District will hold the funds for the customer to claim for a period of three years. After the three year holding period has expired, the District will turn the money over to the Texas Comptroller's Office. The customer may still claim their deposit once deposited with the Comptroller's Office.
15. **Easement Fee.** When the District determines that dedicated easements and/or facilities sites are necessary to provide service to the Applicant, the Applicant shall be required to make good faith efforts to secure the necessary easements and/or sites in behalf of the District and/or pay all costs incurred by the District in validating, clearing, and retaining such easements or sites in addition to tap fees otherwise required pursuant to the provisions of this Service Policy. The costs may include all legal fees and expenses necessary to attempt to secure such easements and/or facilities sites in behalf of the District.
16. **Service Installation Fee.** The District shall charge an installation fee for service as follows:
- a. **Standard Service** shall include all current labor, materials, engineering, legal, customer service inspection, and administrative costs necessary to provide individual metered water service shall be charged on a per tap basis as follows:

Meter Size	Water Installation (Tap) Fee
5/8" X 3/4"	\$325.00
3/4"	\$487.50
1"	\$812.50
1" or larger	\$Actual Cost
 - b. **Non Standard Service** shall include any and all construction labor and materials, inspection, administration, legal, and engineering fees, as determined by the District under the rules of Section F of this Service Policy.
 - c. Standard and Non-Standard Service Installations shall include all costs of any pipeline relocations, road bores, street crossings, line extensions and system improvements as per Section E.2. (d) (6) of this Service Policy or other system improvements.

17. **Monthly Charges.**

a. **Service Availability and Reserve Water Charges**

- (1) **Water Service Charge.** The monthly charge for metered water service, which does not include allowable gallonage, is as follows:

METER SIZE	5/8" X 3/4" METER EQUIVALENTS	MONTHLY RATE
5/8" X 3/4"	1.0	\$31.00
3/4"	1.5	\$46.50
1"	2.5	\$77.50
1 1/2"	5.0	\$155.00
2"	8.0	\$248.00
3" CMPD.	16.0	\$496.00
4" CMPD.	25.0	\$775.00
6" CMPD.	50.0	\$1550.00

- (2) **Reserve Water Charge.** The monthly charge for each active account at a specific location or for each lot of a new subdivision for which a meter has not been installed but for which the District and a Developer or other person have entered into an agreement or contract which reserves water service. The monthly reserve water charge is the "monthly rate" stated above for each residential lot (or meter equivalent, for each non-residential lot).

- b. **Gallonage Charge** - In addition to the Service Availability Charge and, if applicable, Reserve Water Charge, a gallonage charge shall be added at the following rates for usage during any one (1) billing period.

(1) Water:

\$3.00 per 1,000 gallons for any gallonage	1 to 5,000 gallons
\$4.63 per 1,000 gallons for any gallonage	5,001 to 10,000 gallons
\$6.26 per 1,000 gallons for any gallonage	10,001 and 20,000 gallons
\$7.88 per 1,000 gallons for any gallonage	20,001 and 30,000 gallons
\$9.51 per 1,000 gallons for any gallonage	30,001 and 40,000 gallons
\$12.14 per 1,000 gallons for any gallonage	All usage over 40,000 gallons

Construction Water or Temporary Water Service: The charge for water provided by the District, subject to availability of supply, for construction, road development, or other temporary water uses is \$14.77 per 1,000 gallons.

- (2) The District shall, as required by Section 5.235, Water Code, collect from each of its retail customers a regulatory assessment equal to one-half of one percent of the charge for retail water or wastewater service. This

charge shall be collected in addition to other charges for utility service. This fee is collected on all charges pertaining to Section G.6. Monthly Charges of this Service Policy.

- (3) In addition to the service fee, the District will pass on to its members, the water use fee charged to the District by the Barton Springs/Edwards Aquifer Conservation District and the Texas Commission on Environmental Quality (Regulatory Assessment Fee).
18. **Impact Fee.** Each Applicant shall be required to pay an impact fee in the amount of \$2425.00 per single family residential meter equivalent, if an impact fee has not previously been paid for the property at which service is requested. This fee shall be used to assist in funding capital improvements to the District's system capacity, including water supply. This fee shall be assessed immediately prior providing service on a per service unit basis for each property and shall be assigned and restricted to that property for which the service was originally requested.
19. **Late Payment Fee.** Once per billing period, a penalty of 10% on the current billing period shall be applied to delinquent bills. This late payment penalty shall not be applied to any balance to which the penalty was applied in a previous billing, but shall be applied to any unpaid balance during the current billing period.
20. **Returned Check Fee.** In the event a check, draft, or any other similar instrument is given by a person, firm, District, or partnership to the District for payment of services provided for in this Service Policy, and the instrument is returned by the bank or other similar institution as insufficient or non-negotiable for any reason, the account for which the instrument was issued shall be assessed a return check charge of \$ 25.00.
21. **Reconnect Fee.** The District shall charge a fee of \$ 250.00 for reconnecting service after the District has previously disconnected the service for any reason provided for in this Service Policy except for activation of service under Section E.3.b. Re-Service.
22. **Service Trip Fee.** The District shall charge a trip fee of \$ 50.00 for any service call or trip to the Customer's tap as a result of a request by the Customer or resident (unless the service call is in response to damage of the District's or another Customer's facilities) or for the purpose of disconnecting or collecting payment for services.
23. **Fee for Unauthorized Actions.** If the District's facilities or equipment have been damaged by tampering, by-passing, installing unauthorized taps, reconnecting service without authority, or other service diversion, a fee shall be charged equal to the actual costs for all labor, material, and equipment necessary for repair or replacement of the District's facilities and shall be paid before service is re-established. The fee shall also include the actual costs for all labor, material, equipment, and other actions necessary to correct service diversions, unauthorized taps, or reconnection of service without authorization. All components of this fee will be itemized, and a statement shall be provided to the Customer. If the District's facilities or equipment have been damaged due to unauthorized use of the District's equipment, easements, or meter shut-off valve, or

due to other unauthorized acts by the Customer for which the District incurs losses or damages, the Customer shall be liable for all labor and material charges incurred as a result of said acts or negligence. Note: Payment of this fee will not preclude the District from requesting appropriate criminal prosecution.

24. ***Customer History Report Fee.*** A fee of \$ 10.00 shall be charged to provide a copy of the Customer's record of past water purchases in response to a Customer's request for such a record.
25. ***Meter Test Fee.*** The District shall test a Customer's meter upon written request of the Customer. Under the terms of Section E of this Service Policy, a charge of \$ 25.00 shall be imposed on the affected account.
26. ***Backflow Preventer Inspection Fee.*** The District shall charge a \$100.00 fee to test any two-inch (2") backflow prevention device. For any backflow prevention device that is greater than two inches (2") in size, the District shall charge the customer the actual cost to test such device.
27. ***Non-Disclosure Fee.*** A fee of \$ -0- shall be assessed any customer requesting in writing that personal information under the terms of this Service Policy not be disclosed to the public.
28. ***Customer Service Inspection Fee.*** A fee of \$50.00 may be assessed each Applicant before permanent continuous service is provided to new construction, if required in the District's discretion. If an additional inspection is required an additional fee will be charged.
29. ***Regulatory Assessment.*** A fee of 0.5% of the amount billed for water service will be assessed each customer; as required under Texas law and TCEQ regulations.
30. ***Additional Assessments.*** In the event any federal, state or local government imposes on the District a "per meter" fee or an assessment based on a percent of water use or charges, this fee or assessment will be billed and collected as a "pass through" charge to the customer.
31. ***Other Fees.*** The actual and reasonable costs for any services outside the normal scope of utility operations that the District may be compelled to provide at the request of a Customer shall be charged to the Customer.

ATTACHMENT J

7.G.iii.

NEIGHBORING CITIES & SYSTEMS

NEIGHBORING CITIES AND SYSTEMS

1. Aqua Development Inc.

1106 Clayton Ln 400W
Austin, Texas 78723-2476
2. City of Buda

P.O. Box 1218
Buda, Texas 78610
3. Creedmore-Maha WSC

12100 Laws Rd
Buda, Texas 78610-9607
4. Gorforth SUD

8900 Niederwald Strasse
Kyle, Texas 78640
5. Lower Colorado River Authority

P.O. Box 220
Austin, Texas 78767-220
6. Monarch Utilities

8100 Lomo Alto Dr., Suite 218
Dallas, Texas 75255
7. North Hays County #1

8500 Bluffstone CV Suite B104
Austin, Texas 78759-7811

8. Plum Creek Water Co.

6116 N. Central Expwy Suite 1300
Dallas, Texas 75206
9. Sandy Creek Utilities

11100 Brittmoore Park Dr
Houston, Texas 77041
10. South Buda WCID #1

9511 Ranch Rd 620 N
Austin, Texas 78726
11. Sweetwater Utility LLC

P.O. Box 2167
Kyle, Texas 78640-1806

OVERSIZED DOCUMENT(S)

TO VIEW

OVERSIZED DOCUMENT(S)

PLEASE GO TO

CENTRAL RECORDS

(512) 936-7180