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August 27, 2021

Water Utility Regulation Division
Public Utility Commission of Texas
1701 N. Congress Ave., 8th Floor
Austin, Texas 78701

RE: City of Copperas Cove Application to Amend its Certificate of Convenience and Necessity
in Coryell and Bell Counties
Docket No. 52309
Response – First Request for Information

Division Staff,

This letter is in response to the First Request for Information to the City of Copperas Cove, Question Nos. Staff 1-1 through 1-6, for Docket No. 52309. Below you will find an itemized response to the request:

Staff 1-1 Provide a copy of the service contract between City of Copperas Cove and Bell County WCID No. 1.

Response – See attached copy of the current water supply contract between the City of Copperas Cove and Bell County WCID No. 1. Note that that contract was amended January 29th, 2014, to increase the City's maximum daily rate of delivery to 16 million gallons per day.

Staff 1-2 Please provide a detailed map identifying the existing facility lines and customers within the requested area in reference to parcels, verifiable man-made and natural landmarks such as roads, rivers, and railroads. Please include the following in the requested map: the requested area and parcel lines. Please color code the parcels using the categories listed below (if necessary, provide multiple maps by section, for details to be visible):

- 1) Parcel belonging to a current customer,
- 2) Parcels with requests for service,
- 3) Existing facilities passing through or by the parcel,
- 4) Parcels where a portion is already inside the currently existing CCN, and
- 5) Parcels lying between two parcels that fall under either item 1, 2, 3, or 4 above.
- 6) Please provide an Excel table corresponding to the map with the following information for each parcel:



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Parcel Number/Label	1) Current Customer (Y/N)	2) Request for Service (Y/N)	3) Existing Facilities (Y/N)	4) Portion inside current CCN (Y/N)	5) Intermediate Parcel (Y/N)	Outside City Limits (Y/N)	Outside ETJ (Y/N)
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Response – The requested detailed mapping information and parcel information spreadsheet is attached to this request for information response.

Staff 1-3 Please provide a written explanation supporting the need for service for any parcel in the requested area that does not contain current customers or existing facilities, does not have a pending request for service, and is not located in between parcels that contain current customers or existing facilities or have a pending request for service.

Response – The intent of this water Certificate of Convenience and Necessity (CCN) amendment application is to expand the City of Copperas Cove water CCN area to cover parcels that are within the City’s current City Limits and not currently located within a certified area. The parcels in the requested areas that do not contain current customers, existing facilities, pending request for service, or located in between parcels that contain current customers or existing facilities or have a pending request for service are needed to be included in the City’s service area to support the future expansion of infrastructure. The City has seen a large amount of commercial and residential growth within the City’s eastern and southeastern City Limits, as demonstrated by the amount of development currently occurring in proposed expansion area ‘B’. Expanding the water CCN, within the current City Limit boundaries, will assist future planning and development efforts.

Staff 1-4 Provide a written narrative supporting the need for service for the entire requested area as shown on the detailed map and table.

Response – The City of Copperas Cove currently has existing customer connections and water infrastructure within proposed expansion areas ‘A’ and ‘B’. Expanding the City’s water CCN area will cover the parcels within these areas that are located within the City’s current City Limits. For proposed expansion area ‘C’, the City has seen a large amount of commercial and residential growth within the City’s southeastern City Limits. Expanding the water CCN, within the current City Limit boundaries, will assist future planning and development efforts.

Staff 1-5 Provide the number of current customer connections and requests for service in the requested areas.

Response – As noted in the attached parcel information spreadsheet, there are 17 current customer connections and 0 requests for service in the requested areas.



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Staff 1-6 Provide a detailed map showing the boundaries of the requested CCN area and the city limit and extraterritorial jurisdiction (ETJ) boundaries. Also provide the connection count and acreage for each of the following:

- 1) The area within the city limits;
- 2) The area within the ETJ; and
- 3) The area outside the city limits and ETJ.

Provide a copy of each map that the Copperas Cove uses to respond to the items requested above in an Adobe PDF file format. Electronically file a copy of each map to the Commission Interchange Filer and email to CentralRecords@puc.texas.gov.

Response - The requested detailed map showing the boundaries of the requested CCN areas, Copperas Cove City Limits, and Extraterritorial Jurisdiction Boundaries is attached to this request for information response.

- 1) *The area within the Copperas Cove City Limits is: Area 'A' - 134 Acres, Area 'B' - 209 Acres, and Area 'C' - 301 Acres.*
- 2) *The area within the Copperas Cove Extraterritorial Jurisdiction is: Area 'A' - 134 Acres, Area 'B' - 209 Acres, and Area 'C' - 330 Acres.*
- 3) *The area outside the Copperas Cove City Limits and Extraterritorial Jurisdiction is: Area 'A' - 0 Acres, Area 'B' - 0 Acres, and Area 'C' - 0 Acres.*

If you have any questions or need any additional information, feel free to contact me. Thank you.



David Kneuper, P.E.
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Cc: Ryan Haverlah - City Manager (City of Copperas Cove)
Scott Osburn - Public Works Director (City of Copperas Cove)
Robert (Bobby) A. Lewis - Development Services Director/ City Planner/ Zoning Administrator (City of Copperas Cove)

Attachments:

- City of Copperas Cove and Bell County WCID No. 1 Water Supply Contract
- City of Copperas Cove Existing Customers in Proposed CCN Exhibits (Areas 'A', 'B', and 'C')
- City of Copperas Cove Parcels with Portion Inside Existing CCN Exhibits (Areas 'A', 'B', and 'C')
- Parcel Information Spreadsheet
- City of Copperas Cove City Limit and ETJ Exhibit

BELL COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1

WATER SUPPLY CONTRACT AND ADDENDUMS

CITY OF COPPERAS COVE

2014

Bond Counsel
BRACEWELL & GIULIANI LLP
111 Congress Avenue, Suite 2300
Austin, Texas 78701

CITY OF COPPERAS COVE, TEXAS

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AMENDED AND RESTATED
WATER SUPPLY CONTRACT

THE STATE OF TEXAS §

COUNTY OF BELL §

This contract and agreement (this "Agreement") is made and entered into as of this 1st day of April 2004, by and between the **Bell County Water Control and Improvement District No. 1** (the "District"), a conservation district and political subdivision of the State of Texas, created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas and Chapters 49 and 51, Texas Water Code, acting herein by and through its duly authorized officers, and the **City of Copperas Cove, Texas** (the "Purchaser"), duly organized under the laws of the State of Texas, acting herein by and through its duly authorized officers.

W I T N E S S E T H:

WHEREAS, the District has leased from the United States of America, and is now operating, a water treatment facility situated at the edge of Lake Belton in Bell County, Texas, and transmission facilities for the supply of water to the Fort Hood Military Reservation and to cities, water districts and other customers in the vicinity of the Fort Hood Military Reservation, under a written lease agreement executed by and between the United States of America and the District under date of February 24, 1956 (as amended and supplemented, the "Fort Hood Lease Agreement"), to which reference is made for full particulars; and

WHEREAS, the District has heretofore constructed, at its own expense, additional water supply, treatment and transmission facilities in the form of additional pipelines, treating and pumping plants and appurtenances through which the District is now serving water to the City of Killeen, the City of Belton, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation in addition to the Fort Hood Military Reservation; and

WHEREAS, the population and water uses at the Fort Hood Military Reservation and the District's other customers have increased to the point that the existing water supply, treatment and transmission facilities will soon be inadequate to meet the growing demands for additional water uses and it will become indispensably necessary that additional water supply, treatment and transmission facilities be provided; and

WHEREAS, the District has previously negotiated with and obtained from the United States of America and the Brazos River Authority (the "Authority") storage space and/or water supply in Lake Belton, supported by a permit issued by the Texas Water Rights Commission (now known as the Texas Commission on Environmental Quality) for the impoundment, diversion and use of water from Lake Belton, in such manner that water will continue to be made available to the District for distribution to its customers for military, domestic and municipal uses; and

WHEREAS, the Board of Directors of the District proposes to issue bonds of the District from time to time in amounts sufficient to provide funds to make necessary additions, extensions and improvements to said water supply, treatment and transmission facilities; and

WHEREAS, the Board of Directors of the District does not propose to issue and sell any such bonds, until contracts in substantially the form of this Agreement have been executed by the City of Killeen, the City of Belton, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation, the net revenues from which, together with any payments received for water furnished to the Fort Hood Military Reservation, will provide sufficient net revenues to operate and maintain such water supply, treatment and transmission facilities and provide funds necessary to pay such proposed bonds and the District's outstanding bonds, with necessary reserves; and

WHEREAS, the Fort Hood Military Reservation may elect from time to time to participate in a proposed expansion of the District's water supply, treatment and transmission facilities; and

WHEREAS, the District and the Purchaser are authorized and empowered by law, particularly The Interlocal Cooperation Act, codified as Chapter 791, Texas Government Code, to enter into this Agreement; and

WHEREAS, the District is presently supplying the Purchaser its total water requirements pursuant to that certain water supply contract dated the 23rd day of September 1997, as previously amended or supplemented (the "Prior Contract"), and the Purchaser desires to continue to purchase its total water requirements from the District, subject to the conditions and within the limits hereinafter set forth, and is willing, by the execution of this Agreement, to underwrite its proportionate share of the capital costs and to pay its proportionate share of the annual cost of producing, treating, transporting and delivering water through the District's water supply, treatment and transmission facilities (which include both facilities leased by the District and facilities owned by the District), as improved and enlarged by the District, for each year during the term of this Agreement; Therefore,

In consideration of the mutual promises, representations and agreements set out herein, the District and the Purchaser agree as follows:

1. EFFECTIVE DATE. The District's obligation to deliver water to the Purchaser as herein provided shall be subject to the following:

(a) the above mentioned Fort Hood Lease Agreement and the water service contract by and between the District and the United States of America for water service to Fort Hood Military Reservation, dated September 26, 1955 (the "Fort Hood Water Service Contract"), and any supplement, amendment or addition to either, or both;

(b) the water supply agreement, dated as of January 1, 1992, between the District and the Authority (the "1992 Water Supply Agreement"), and any supplement, amendment or addition thereto; and

(c) the execution of contracts substantially in the form of this Agreement by the City of Killeen, the City of Belton, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation, in which said customers agree to make in the aggregate, total annual payments to the District which, together with any payments which the District may receive for water supplied to the Fort Hood Military Reservation and to other customers, will be sufficient (i) to pay the reasonable and necessary annual costs of maintaining, operating and keeping in good repair the District's water supply, treatment and transmission facilities, (ii) to pay and finally discharge the principal and interest on the District's presently outstanding bonds and additional bonds (including refunding bonds) and other obligations to be issued by the District for modification, expansion or improvement of the District's water supply, treatment and transmission facilities, (iii) to establish and maintain necessary and proper reserves, and (iv) to comply with all provisions of the District's resolutions, orders or other documents authorizing such bonds or other obligations and its present and future contracts with the holders of such bonds or other obligations.

In the event the condition contained in Subparagraph (c) above, is not satisfied on or before January 1, 2005, or such later date as may be mutually agreed upon by the District and the Purchaser in writing, this Agreement shall terminate and be of no force and effect and the Prior Contract shall continue in full force and effect. If and when such condition has been satisfied, the District shall notify the Purchaser in writing to that effect and this Agreement shall become effective and the Prior Contract shall be amended and restated as provided herein as of the date of such notification.

2. QUANTITY. (A) QUANTITY AVAILABLE TO PURCHASER: Subject to (i) the terms and conditions hereinafter set forth, (ii) the acquisition of any necessary permits (if any) from the Texas Commission on Environmental Quality and (iii) the availability to the District of an adequate supply of raw water, the District agrees to sell and deliver to the Purchaser at the delivery point or points hereinafter specified, and the Purchaser agrees to purchase and take at such delivery point or points, all water required by the Purchaser during the period of this Agreement for its own use and for distribution to all customers served by the Purchaser's water distribution system up to, but not to exceed, a total of 13.5 million gallons during any 24-hour period at a maximum instantaneous rate of delivery not to exceed 9,375 gallons per minute.

Notwithstanding the foregoing, the Purchaser, with the prior written consent of the District, may acquire water from a source other than the District; provided, that the giving of such consent by the District shall be in the sole discretion of the District's board of directors; and provided further, however, that such consent shall not be given by the District unless the District's board of directors makes a written determination that such acquisition of water by the Purchaser from a source other than the District (i) is for the purpose of enabling the Purchaser to extend retail water service to an area not then being served by the Purchaser or, if the Purchaser is a municipality or a water control and improvement district, is for the purpose of enabling the Purchaser to annex an area which, at the time of annexation, is receiving retail water service from a source other than the Purchaser and (ii) will not cause a material reduction in the amount

of water to be purchased from the District by the Purchaser or cause the District to forego a material increase in the amount of water to be purchased from the District by the Purchaser.

Further, the District recognizes that the Purchaser has an existing mutual aid agreement (the "Mutual Aid Agreement") with Kempner Water Supply Corporation ("Kempner") under which the Purchaser may acquire water from Kempner in the event of an "emergency." As used in this paragraph, the term "emergency" means an act of God or similar unforeseen and unpreventable catastrophic circumstance or disaster that renders the Purchaser substantially unable to provide potable water to its customers to the degree that would threaten the health, safety and welfare of its customers; provided, that (i) service interruptions for scheduled maintenance, (ii) the lapse of raw water supply contracts or other legal impediments, (iii) the over commitment of supply, or (iv) the replacement or construction of facilities or similar events that are foreseeable or preventable by the exercise of due diligence and foresight are not included within the meaning of the term "emergency." The Purchaser agrees that it will acquire water from Kempner under the Mutual Aid Agreement only during the occurrence of an "emergency" in which it is not reasonably possible for the Purchaser to supply its customers with water from the District. The Purchaser also agrees that it will use its best efforts to immediately remedy, resolve or eliminate any "emergency" during which it is not reasonably possible for the Purchaser to serve its customers with water from the District.

(B) QUANTITY AVAILABLE TO THE DISTRICT:

(1) The 1992 Water Supply Agreement. To provide for the water needs of its civilian resale customers, the District has previously entered into the 1992 Water Supply Agreement with the Authority. The 1992 Water Supply Agreement provides, among other things, that the Authority, at the option of the District, will make water from Lake Belton available to the District in each calendar year, beginning in the year 2001 and continuing through the term of the 1992 Water Supply Agreement, in an amount not greater than 20,000 acre-feet per year (such 20,000 acre-feet of water per calendar year being hereinafter referred to as "Primary Water"). The 1992 Water Supply Agreement provides further that the Authority will make additional water from Lake Belton available to the District in each calendar year during the term of the 1992 Water Supply Agreement in an amount not to exceed 29,509 acre-feet per year (such 29,509 acre-feet of water per calendar year being hereinafter referred to as "Secondary Water"). The 1992 Water Supply Agreement expires on December 31, 2041 but may be extended at the written request of the District for so long as the Authority continues to have the right to use storage in Lake Belton for water supply purposes.

(2) Allocation of Primary Water. The 20,000 acre-feet per year of water that comprises the Primary Water is allocated to, and reserved for use on and after January 1, 2001 by, the District's civilian resale customers in the following amounts (in acre-feet):

City of Killeen	8,866
City of Copperas Cove	4,883
City of Belton	3,066
City of Harker Heights	2,645

Bell County Water Control and Improvement District No. 3	270
439 Water Supply Corporation	270

Commencing in calendar year 2001 and in each calendar year thereafter during the term of the 1992 Water Supply Agreement, the District will reserve for the beneficial use of the Purchaser that amount of Primary Water allocated to the Purchaser according to the foregoing allocation. Any water supplied to the Purchaser in excess of the amount of Primary Water reserved for the Purchaser under this subsection shall be supplied to the Purchaser from Secondary Water allocated to the Purchaser as described in Subparagraph (B)(3) below, or from other water made available to the District by the Purchaser for treatment at the District's then existing water treatment facilities.

(3) Allocation of Secondary Water. The 29,509 acre-feet per year of water that comprises the Secondary Water is allocated to, and reserved for use on and after January 1, 2001 by, the District's civilian resale customers in the following amounts (in acre-feet):

City of Killeen	21,098
City of Copperas Cove	2,941
City of Belton	1,900
City of Harker Heights	2,620
Bell County Water Control and Improvement District No. 3	470
439 Water Supply Corporation	480

(4) Election Use Water and Option Water. Under the 1992 Water Supply Agreement, the Primary Water and the Secondary Water will be classified as either (i) "Election Use Water," which is defined as water that the District is authorized to withdraw from Lake Belton under the 1992 Water Supply Agreement without further notice to the Authority or (ii) "Option Water," which is defined as water available to the District for withdrawal from Lake Belton under the 1992 Water Supply Agreement only after the District shall have notified the Authority of its desire to have such water reclassified from Option Water to Election Use Water in accordance with the terms of the 1992 Water Supply Agreement. Under the terms of the 1992 Water Supply Agreement, a reclassification of Primary Water or Secondary Water from Option Water to Election Use Water is irrevocable. Notwithstanding the allocation of Primary Water and Secondary Water to the District's civilian resale customers in Subparagraphs (B)(2) and (B)(3) above, any request to the Authority for the reclassification of any Primary Water or Secondary Water allocated to the Purchaser from Option Water to Election Use Water shall be made by the District, at the request of the Purchaser, in accordance with the provisions of the 1992 Water Supply Agreement. The District, however, reserves the right, in its sole discretion, to request a reclassification of any Primary Water or Secondary Water of the Purchaser from Option Water to Election Use Water if the District determines that such reclassification is necessary (i) to meet the water use requirements of the Purchaser and to comply with the

provisions of the 1992 Water Supply Agreement, or (ii) to (a) comply with law, (b) comply with any judgment, court order, decree, or administrative rule, regulation or ruling to which the District is or may become subject, or (c) conform to the provisions of any state or regional water plan; provided, that the District shall not exercise such right without providing prior written notice to the Purchaser.

(5) Limitations on Primary Water and Secondary Water. The Purchaser acknowledges that the District's ability to supply Primary Water and Secondary Water to the Purchaser is subject in all respects to the terms and conditions of the 1992 Water Supply Agreement. The Purchaser further acknowledges that the amount of water available to the Purchaser in any single calendar year will be limited to the sum of the Primary Water and Secondary Water allocated to the Purchaser in accordance with Subparagraphs (B)(2) and (B)(3) above that is classified as Election Use Water under the 1992 Water Supply Agreement.

Notwithstanding any other provision of this Agreement, the Purchaser recognizes the District's continuing right to modify any allocation of Primary Water or Secondary Water indicated in Subparagraphs (B)(2) and (B)(3) if the District determines that such modification is necessary to (i) comply with law, (ii) comply with any judgment, court order, decree or administrative rule, regulation ruling to which the District is or may become subject or (iii) conform to the provisions of any state or regional water plan.

3. CONSTRUCTION. When the condition mentioned in Paragraph 1(c) has been met and complied with, and provided bonds can be sold for such purpose, the District agrees promptly to design and construct additions to the water supply and treatment facilities at the edge of Lake Belton and additions to its water pumping and transmission facilities which, together with the water supply, treatment and transmission facilities now owned and leased by the District, will deliver treated water to all of the District's customers, including the Fort Hood Military Reservation, at a total maximum daily rate of approximately 80 million gallons per day. When constructed, the District agrees to use reasonable diligence and care in operating, maintaining and keeping in good repair such water supply, treatment and transmission facilities and, subject to Paragraph 9 hereof and the limitations set forth in Paragraph 2 hereof, to deliver water to the Purchaser in the respective maximum daily quantities to which the Purchaser is entitled as set forth in Paragraph 2 above.

4. QUALITY. The parties hereto recognize that the only water currently available to the District for delivery to the Purchaser hereunder will be the water in Lake Belton. The District agrees to use reasonable diligence and care in treating such water by means of the above mentioned water treatment facilities, and additions thereto, to permit it to deliver to the Purchaser water of sufficient quality to conform to the standards of the Texas Commission on Environmental Quality for potable water.

5. POINT OF DELIVERY AND TITLE. The point or points of delivery of water by the District to the Purchaser shall be the same point or points at which the District is, on the effective date of this Agreement, delivering water to the Purchaser, unless and until the District and the Purchaser, by mutual written agreement, designate substitute or additional points of delivery. Title to water shall pass to the Purchaser when it passes through the meter located at or near the point or points of delivery. Should any pipeline or appurtenances owned by the District

be installed on any land owned by the Purchaser or in any street, alley or public way under the Purchaser's control; the Purchaser hereby grants to the District the right, privilege and franchise of using such lands, streets, alleys and public ways for the purpose of maintaining, operating, laying, repairing and removing such pipelines and appurtenances.

6. MEASURING AND CONTROL EQUIPMENT. The District shall furnish, install, operate and maintain at its own expense at said delivery point or points the necessary equipment and devices of standard type for measuring properly and controlling the quantity of water delivered under this Agreement and which will permit the flow of water to the Purchaser at any rate equal to or less than the contracted maximum rate of delivery in gallons per minute contained in Paragraph 2. Such equipment will contain component facilities which will allow delivery of water in excess of such contracted maximum rate during emergency periods. For purposes of this Agreement, the term "emergency periods" shall mean periods during which the delivery of water in excess of the contracted maximum rate set forth herein is justified because of danger to life or property. Such meter or meters or other equipment so installed shall remain the property of the District. The Purchaser shall have access to such metering equipment at all reasonable times, but the reading, calibration and adjustment thereof shall be done only by the employees or independent contractors of the District. For the purpose of this Agreement, the original record or reading of the meter or meters shall be in a journal or other record book or record keeping system of the District in its office in which the records of the employees or independent contractors of the District who take the readings are or may be transcribed or input into the District's computer system. Upon written request of the Purchaser, the District will give the Purchaser a copy of such journal, record book or computer printout, or permit the Purchaser to have access to the same in the office of the District during reasonable business hours.

The District shall calibrate its meters at such times as may be required under the rules and regulations of the Texas Commission on Environmental Quality. In addition, not more often than once in each calendar year, on a date as near to the end of such calendar month as practicable, the District shall calibrate its meters if requested in writing by the Purchaser to do so, in the presence of a representative of the Purchaser, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustment shall be necessary, and if the check meters hereinafter provided for shall have been installed, the same shall also be calibrated by the Purchaser in the presence of a representative of the District and the parties shall jointly observe any adjustment in case any adjustment is necessary. If the Purchaser shall in writing request the District to calibrate its meters, the District shall give the Purchaser notice of the time when any such calibration is to be made. If the representative of the Purchaser is not present at the time set, the District may proceed with calibration and adjustment in the absence of any representative of the Purchaser.

The Purchaser may, at its option and own expense, install and operate a check meter to check each meter installed by the District, but the measurement of water for the purposes of this Agreement shall be solely by the District's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or independent contractor of the District, but the reading, calibration and adjustment thereof shall be made only by the Purchaser, except during any period when the check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and

adjustment thereof shall be by the District with like effect as if such check meter or meters had been furnished or installed by the District.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two per cent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by calculating an average of the quantity of water delivered each month during the most recent three-month period when the meter or meters were registering accurately.

7. UNIT OF MEASUREMENT. For the purpose of allocating operating charges under Paragraph 9(B), the unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure. For purposes of allocating fixed charges under Paragraph 9(A), the unit of measurement shall be based upon a rate of flow in millions of gallons per day ("MGD").

8. BILLING AND PAYMENT. The District shall read all of the meters monthly and will promptly render monthly bills to the Purchaser based on such readings. Such bills shall be due and payable within twenty-five (25) days from the date the same are deposited in the United States mail properly stamped and addressed to the Purchaser. If the Purchaser fails to pay any bill due to the District on or before its due date, the District may give notice of such delinquency to the Purchaser in writing and if all bills due and unpaid are not paid within fifteen (15) days after deposit of such notice properly stamped and addressed to the Purchaser in the United States mail, then the District shall be authorized to discontinue further water service until all bills due, including interest thereon at the maximum legal rate, have been paid in full.

In addition to the monthly bills described above, the District will bill the Purchaser annually for the cost of Primary Water and Secondary Water allocated to the Purchaser in Subparagraphs 2(B)(2) and 2(B)(3). The annual bills for Primary Water and Secondary Water will be based on rates established in the 1992 Water Supply Agreement, will be distributed in January of each year and will be payable to the District within fifteen (15) days of the Purchaser's receipt of such bill.

9. PRICE OF WATER. The parties hereto recognize that because the price which the District must pay for water in Lake Belton may vary from time to time, and further because the operation, maintenance and repair expenses of the District and debt service requirements¹ on

¹ When used in this Agreement, the term "debt service requirements" shall mean (i) the principal, premium, if any, and interest when due on the District's bonds, refunding bonds and other obligations; (ii) any payments required by the District's

its bonds issued to provide facilities with which to serve the Purchaser and other customers, will vary from time to time, that it is neither practical nor possible to fix a schedule of specific rates in this Agreement which will control the price paid by the Purchaser to the District for water delivered throughout the term of this Agreement. The parties further recognize, however, that the District's rates for water should at all times be the lowest possible rates which are consistent with good business management on the part of the District and with the commitment which District must make to the holders of its bonds or other obligations in order to provide funds with which to construct the facilities necessary to carry on its water supply operations. The District further recognizes its obligation as a public utility to serve all customers of the same class without discrimination either as to rates or types of service.

The District shall, from time to time, establish and publish standard rates for each classification of water customers, which rates shall not discriminate between customers of the same class. The District will establish rates for two classes of water customers: (1) the Fort Hood Military Reservation; and (2) civilian resale customers. Rates to be paid by the United States of America for water furnished to the Fort Hood Military Reservation shall be as prescribed in the Fort Hood Lease Agreement and the Fort Hood Water Service Contract, and any amendments, additions or supplements thereto.

The costs of constructing the District's two existing transmission lines were not equally shared by all civilian resale customers. Therefore, for certain cost sharing purposes, such customers are divided into two (2) groups: (1) the customers of the District's Killeen Transmission System,² including the City of Killeen, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation (hereinafter called "Killeen System Customers" when referred to as a group); and (2) the City of Belton as the only customer of the District's Belton Transmission System.³ The civilian resale customers' rates which are more particularly described below, shall consist of (1) certain fixed charges, (2) annual operation, maintenance and repair charges and the purchase price of water from the Authority for civilian usage (herein called "operating charges"), and (3) certain surcharges. Such rates shall be reviewed upon the written request of any customer at intervals of not less than one year.

(A) FIXED CHARGES:

(a) Common Fixed Charges (Original Treatment Plant).⁴ Common Fixed Charges (Original Treatment Plant), shall be shared by all of the District's civilian resale customers. The amount of such charges to be paid by a particular

bond orders or other authorizing documents to be made into debt service reserve funds and contingency funds; and (iii) any trustee or paying agent fees and expenses relating to the District's bonds and other obligations.

² The term "Killeen Transmission System" when used herein shall mean the separate pumping system, water pipelines and appurtenances of the District for the transmission and delivery of water from the District's water supply and treatment facilities to its Killeen System Customers.

³ The term "Belton Transmission System" when used herein shall mean the separate pumping system, water pipelines and appurtenances of the District for the transmission and delivery of water from the District's water supply and treatment facilities to the City of Belton.

⁴ The term "Original Treatment Plant" when used herein shall mean the District's water treatment plant (and appurtenances) as it existed on January 1, 1975, exclusive of the Killeen Transmission System and the Belton Transmission System.

civilian resale customer shall be determined by the application to the total of such charges [less any credit to such amount which may result from payments received from any additional customers the District may contract with pursuant to the further provisions of this Agreement (hereinafter called "Additional Customers")] of a fraction, the numerator of which is the Original Maximum Daily Rate of Delivery⁵ for such customer and the denominator of which is 16.814 MGD. Such charges shall consist only of rentals or other payments which the District is obligated to pay the United States of America for use of governmental facilities.

(2) Special Fixed Charges (Belton Transmission System). Special Fixed Charges (Belton Transmission System) shall be paid by the City of Belton only. Such charges (less any credit to such amount which may result from payments received from Additional Customers) shall consist of the entire debt service requirements relating to the portion of any bonds or obligations of the District hereafter issued (including refunding bonds) to construct modification, additions, improvements or extensions to the Belton Transmission System.

(3) Special Fixed Charges (Killeen Transmission System). Special Fixed Charges (Killeen Transmission System) shall be shared by the Killeen System Customers only. Such charges (less any credit to such amount which may result from payments received from Additional Customers) shall consist of the entire debt service requirements relating to the portion of any bonds or obligations of the District hereafter issued (including refunding bonds) to construct modifications, additions, improvements or extensions to the Killeen Transmission System. Apportionment of such charges with respect to debt service requirements on bonds or obligations hereafter issued shall be made among the Killeen System Customers by the following methods:

(a) The amount of debt service on that portion of bond moneys used to construct modifications to the Killeen Transmission System shall be shared by the District's Killeen System Customers only. The amount to be paid by a particular Killeen System Customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction, the numerator of which shall be the customer's maximum daily rate of delivery from the District's water supply and treatment facilities, as they exist on the issuance date of the related bonds, and the denominator of which shall be the aggregate of all Killeen System Customers'

⁵ For the purposes of this Agreement, "Original Maximum Daily Rate of Delivery" shall mean the maximum daily rate of delivery applicable to each civilian resale customer with respect to the Original Treatment Plant, as set forth below:

City of Killeen	8.000 MGD
City of Copperas Cove.....	3.000 MGD
Bell County Water Control & Improvement District No. 3.....	0.150 MGD
City of Harker Heights.....	1.500 MGD
439 Water Supply Corporation	0.164 MGD
City of Belton	4.000 MGD

maximum daily rate of delivery from the District's water supply and treatment facilities, as they exist on the issuance date of the related bonds.

(b) The amount of debt service on that portion of bond moneys used to construct an expansion of the Killeen Transmission System shall be shared by the District's Killeen System Customers only. The amount to be paid by a particular Killeen System Customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction, the numerator of which shall be such customer's incremental increase in maximum daily rate of delivery as a result of such expansion and the denominator of which shall be the aggregate of all the Killeen System Customers' incremental increases in maximum daily rate of delivery as a result of such expansion.

(4) Fixed Charges (Expansion and Modification Projects). Fixed Charges (Expansion and Modification Projects) shall include the entire debt service requirements on bonds or obligations of the District heretofore or hereafter issued for the following purposes: construct modifications to the District's then existing water supply and treatment facilities; construct facilities for the expansion of the District's water supply and treatment facilities; and construct facilities for the expansion of the Killeen Transmission System. Apportionment of such charges with respect to debt service requirements on bonds or obligations hereafter issued shall be made among civilian resale customers by the following methods:

(a) The amount of debt service on that portion of bond moneys used to construct modifications to the District's then existing water supply and treatment facilities shall be shared by all of the District's civilian resale customers. The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction the numerator of which shall be the customer's maximum daily rate of delivery from the District's water supply and treatment facilities, as they exist on the issuance date of the related bonds, and the denominator of which shall be the aggregate of all civilian resale customers' maximum daily rate of delivery from the District's water supply and treatment facilities, as they exist on the issuance date of the related bonds.

(b) The amount of debt service on that portion of bond moneys used to construct an expansion of the District's then existing water supply and treatment facilities shall be shared by all of the District's civilian resale customers. The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction, the numerator of which shall be such customer's incremental increase in maximum daily rate of delivery as a result of such expansion and the denominator of which is the aggregate of all civilian resale customers' incremental increases in maximum daily rate of delivery as a result of such expansion.

With respect to each issue of bonds or other obligations of the District hereafter issued to finance an expansion or modification project as contemplated by this Subparagraph 9(A)(4), or as contemplated by Subparagraph 9(A)(2) with respect to the Belton Transmission System or as contemplated by Subparagraph 9(A)(3) with respect to the Killeen Transmission System, there shall be attached hereto an addendum setting forth the following information:

- (i) a description of the purpose(s) for the bonds (*i.e.* modifications to the then existing water supply and treatment facilities, expansion of then existing water supply and treatment facilities, modifications to the then existing Killeen Transmission System, expansion of the Killeen Transmission System, and/or modification or expansion of the Belton Transmission System);
- (ii) the aggregate principal amount and series designation (if applicable) of the bonds or other obligations being issued by the District and a percentage allocation of the debt service on such bonds or other obligations to the purposes for which they are being issued, as determined by the District in consultation with the District's engineers; provided, that upon completion of all projects to be constructed with the proceeds of any such bonds, the District and its engineers shall reconcile the actual expenditures of bond proceeds to the indicated purposes for which such bonds were issued and shall make any necessary adjustments to the allocation of debt service to such purposes; and
- (iii) for each stated purpose for which the bonds or other obligations are being issued, the aggregate incremental increase in maximum daily rate of delivery for the appropriate customer group (*i.e.* all civilian resale customers, Killeen System Customers or City of Belton) as a result of an expansion and a breakout (if applicable) of the incremental increase in maximum daily rate of delivery for each member of the customer group as a result of such expansion; provided, that in the case of modifications to the then existing water supply and treatment facilities, the Killeen Transmission System or the Belton Transmission System that do not result in or are not accompanied by an incremental increase in the maximum daily rate of delivery, the addendum shall specify the appropriate ratios to be used in allocating debt service to the District's customers.

The District and the Purchaser acknowledge that the District has previously issued and has outstanding its Water System Revenue Bonds, Series 1997, dated September 1, 1997, in the original aggregate principal amount of \$33,000,000, as more particularly described in Addendum No. 1 to this Agreement, which addendum is attached hereto and is incorporated herein for all purposes as if set forth in full herein.

(B) OPERATING CHARGES:

Operating Charges shall make provision for the following costs and no other:

- (1) maintenance and operating expenses of all of the District's water supply, treatment and transmission facilities, including overhead and reasonable reserves for emergencies and contingencies;

(2) the costs (not otherwise funded through the issuance of bonds) of repairing and replacing damaged, worn-out or obsolete parts of all of the District's water supply, treatment and transmission facilities, including reasonable reserves for ordinary and extraordinary repairs and replacements;

(3) the cost of any additions to or modifications of all or any portion of the District's water supply, treatment and transmission facilities required by final orders or regulations of any agency with jurisdiction in the premises; and

(4) the cost of water purchased or produced by the District, including a reasonable charge for loss and leakage, to the extent that such costs are not included in fixed charges as above provided.

Operating Charges shall be expressed in a specified sum for each 1,000 gallons of water and shall be apportioned among all of the District's water customers, including the United States of America, on the basis of the quantity of water delivered to each customer in each calendar month or billing period. Such charges for the first or partial calendar year after any enlargements or expansions of the District's water system are completed and placed in operation, in whole or in part, shall be estimated by the District, but thereafter the provision in the District's rate schedule for operating charges shall be based upon such actual costs as experienced during the previous calendar year; provided, that, if there is a substantial increase or decrease in operating costs during any calendar year, the operating charges for the then current year shall be adjusted accordingly.

Notwithstanding the foregoing, the Purchaser recognizes and agrees that the cost of Secondary Water allocated to the Purchaser pursuant to Subparagraph 2(B)(3) and the cost of Primary Water allocated to the Purchaser pursuant to Subparagraph 2(B)(2) will be billed to the Purchaser on an annual basis in January of each year in accordance with the rates established in the 1992 Water Supply Agreement. As set forth in Paragraph 8, such bills are payable to the District within fifteen (15) days of the Purchaser's receipt thereof. The Purchaser further agrees to pay to the District such amounts as may be required under the 1992 Water Supply Agreement in connection with a reclassification of any Primary Water or Secondary Water allocated to the Purchaser from Option Water to Election Use Water. If such a reclassification is made pursuant to a request from the Purchaser, the payment required under the 1992 Water Supply Agreement in connection with such reclassification shall be remitted by the Purchaser to the District together with the submission of the Purchaser's request. If such a reclassification is made solely at the request of the District in accordance with the last sentence of Subparagraph 2(B)(4), the payment required under the 1992 Water Supply Agreement in connection with such reclassification shall be remitted by the Purchaser to the District within fifteen (15) days of receipt by the Purchaser of a notice from the District stating (i) that the request for a reclassification was made to the Authority and (ii) the amount of the required payment.

(C) SURCHARGES:

Purchaser recognizes that the District is entering into contracts with each of its civilian resale customers and that under such contracts the entire design capacity of its water supply, treatment and transmission facilities available for use by its civilian resale customers will be

allocated among such customers. Consequently, Purchaser recognizes that its contract capacity cannot be exceeded without encroaching upon the design capacity allocated to other civilian resale customers and the Purchaser hereby agrees not to exceed such capacity. The District, in its sole discretion, may charge a reasonable surcharge, in an amount not to exceed \$20,000 per occurrence, to any civilian resale customer determined by the District to be in violation of its agreement not to exceed its allocated daily capacity. The amount of any surcharge actually received by the District shall be applied, in such manner as the District deems appropriate under the circumstances, as a credit to the payments which the other civilian resale customers are required to make under their respective contracts. The provisions of this Paragraph 9(C) shall not apply to excess quantities of water delivered to civilian resale customers during emergencies as provided in Paragraph 6, above.

10. FORCE MAJEURE. If the District should be prevented, wholly or in part, from furnishing water to the Purchaser under this Agreement by reason of an act of God, unavoidable accident, acts of the public enemy, strikes, floods, fires, governmental restraint or regulations, breaks in the District's pipelines, or for any other cause beyond the District's control, then the obligation of the District to deliver water to the Purchaser shall be temporarily suspended during the continuance of such force majeure.

No damage shall be recoverable by the Purchaser from the District by reason of the temporary suspension of delivery of water due to any of the causes above mentioned. If the District's ability to deliver water to the Purchaser is affected by any of the causes above mentioned, the District shall promptly notify the Purchaser in writing, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.

If the supply of water available to the District is insufficient for any reason to serve the requirements of all of its customers as a result of a period of drought or for any other reason, then the available amount of water will be allocated and prorated by the District in such manner that all shall suffer alike and preference be given to none.

11. ALTERATIONS AND REPAIRS. It is expressly recognized by Purchaser that the District may be compelled to make necessary alterations, repairs and extensions of new or additional water supply, treatment or transmission facilities from time to time during the life of this Agreement, and any suspension of delivery to Purchaser due to such operation shall not be cause for claim or damage on the part of the Purchaser, provided all reasonable effort is used by the District to provide the Purchaser with water in accordance with this Agreement. In such case, the District shall give the Purchaser as much advance notice as may be practicable of the suspension of delivery and of the estimated duration thereof.

12. TERM. Unless sooner terminated or extended by mutual written agreement of the parties hereto, this Agreement shall be in force and effect from the effective date hereof as determined in Paragraph 1, until the following bonds of the District and any refunding bonds issued in lieu of such bonds are paid in full:

- (a) Water Revenue Bonds, Series 1997, dated September 1997, and originally issued in the principal amount of \$33,000,000, to mature serially in each of the years

1999 through 2018, both inclusive (as more fully described in Addendum No. 1 hereto); and

(b) any bonds issued for the purpose of modifying or expanding the District's water supply, treatment or transmission facilities and identified in an addendum to this Agreement, as contemplated in Subparagraphs 9(A)(2), 9(A)(3) and 9(A)(4) above.

Upon the expiration of the term of this Agreement, the Purchaser shall have no right, express or implied, to continuing service from the District.

13. OPERATING EXPENSE. All moneys required to be paid by the Purchaser under this Agreement shall constitute an operating expense of the waterworks and/or combined waterworks and sewer system of the Purchaser (hereinafter called the "Purchaser's System"). The Purchaser agrees to fix and maintain such rates and collect such charges for the facilities and services provided by the Purchaser's System as will be adequate to permit the Purchaser to make prompt payment of all expenses of operating and maintaining the Purchaser's System, including payments under this Agreement, and to make prompt payment of the interest on and principal of the bonds or other obligations, if any, of the Purchaser payable, in whole or in part, from the revenues of the Purchaser's System. The Purchaser further agrees to comply with all of the provisions of the resolutions, ordinances or indentures authorizing its bonds or other obligations, if any, which are payable, in whole or in part, from the revenues of the Purchaser's System.

14. MODIFICATION; ASSIGNMENT; AND BENEFIT. This Agreement shall be subject to change or modification at any time but only with the mutual consent of the governing bodies of each of the parties hereto, but the Purchaser recognizes that the resolutions, orders or other documents authorizing the District's bonds or other obligations may contain covenants by the District not to consent to certain changes or modifications of this Agreement. This Agreement shall not be assignable by either party hereto without the prior written consent of the governing bodies of the parties hereto. This Agreement shall be for the sole and exclusive benefit of the District, the Purchaser, and the owners and holders from time to time of the District's bonds or other obligations. The District is, however, granted the specific right to assign, mortgage, transfer, trust, pledge or otherwise hypothecate or encumber the Purchaser's obligations to make payments under this Agreement.

15. NATURE OF PURCHASER'S OBLIGATION. The parties hereto recognize that the price the Purchaser is required to pay for water hereunder is directly related to the District's obligations to pay the debt service requirements on its bonds or other obligations heretofore and hereafter issued for the purpose of providing its water supply, treatment and transmission system and the District's obligations as a public utility to operate and maintain such system in accordance with appropriate regulatory requirements and good business management practices. Consequently, the obligations of the Purchaser to pay for water pursuant to the provisions of this Agreement shall be absolute and unconditional, irrespective of any rights of set-off, recoupment or counterclaim the Purchaser might otherwise have against the District and Purchaser will not suspend or discontinue such payment or (except in accordance with Paragraph 12) terminate this Agreement for any cause whatsoever. This Paragraph 15 shall not be construed to release the District from the performance of any of its agreements contained herein or, except to the extent

provided in this Paragraph 15, prevent or restrict the Purchaser from asserting any rights it may have against the District.

16. SURPLUS CAPACITY. The Purchaser may, with the approval of the District, enter into sub-contracts with other customers or persons pursuant to which part of the capacity to which the Purchaser is entitled may be sold to such other customers or persons. The consideration and terms of such a sub-contract between the Purchaser and others shall be determined by the sub-contracting parties, and the District shall not withhold its approval unless the District determines it is unable to comply with terms thereof. No such sub-contract or approval by the District shall relieve the Purchaser of its primary and unconditional obligation to make all payments to the District in accordance with the terms of this Agreement. To the extent, however, that the District actually receives payments in cash as a result of any such sub-contracts, the Purchaser's unconditional obligation to make payments to the District shall be reduced.

17. MILITARY CAPACITY. The Purchaser recognizes that, in connection with an expansion of the District's water supply, treatment and transmission system, part of the design capacity of the District's water supply, treatment and transmission facilities may be acquired by the United States of America for the use and benefit of Fort Hood Military Reservation; provided, that the United States of America bears the cost of any expanded capacity acquired by it.

18. ADDITIONAL CUSTOMERS. The District shall have the right to contract with any customers or persons to treat, transmit or supply water through its water supply, treatment and transmission facilities and to enlarge or extend such facilities to provide such services. Any such contracts shall not, however, impair the right of the Purchaser to receive water at the maximum rate set forth in this Agreement, except with the written consent of the Purchaser. Further, any such contract shall require such a customer or person to pay the debt service requirements on any bonds or other obligations of the District which are issued to enlarge or extend its water supply, treatment and transmission facilities to provide such service and an equitable share of the Fixed Charges and Operating Charges described in Paragraph 9.

19. SPECIFIC PERFORMANCE; NO WAIVER. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by the District, but all such remedies (other than termination) existing at law or in equity may be availed of by the Purchaser and shall be cumulative. Recognizing, however, that the District's undertaking to provide and maintain services as provided herein is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the District agrees, in the event of any default on its part, that the Purchaser shall have available to it the equitable remedy of specific performance. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

20. WATER CONSERVATION PLAN. The Purchaser agrees to adopt a water conservation plan within 270 days from the date of this Agreement. Such water conservation

plan shall meet the requirements of Texas Administrative Code Section 363.15, as in effect on the date of this Agreement.

21. **CHOICE OF LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS.

22. **SEVERABILITY.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

23. **FINANCIAL INFORMATION.** To the extent and only during such time as the Purchaser is considered to be an "obligated person" (within the meaning of United States Securities and Exchange Rule 15c2-12 [the "Rule"]) with respect to any of the District's bonds issued to modify or expand the District's water supply, treatment or transmission facilities, the Purchaser agrees, for the benefit of the holders of any such bonds, to provide annually to each "nationally recognized municipal securities information repository" (within the meaning of the Rule) and "state information depository" (within the meaning of the Rule), within 180 days after the end of each fiscal year of the Purchaser ending in or after 1998, financial information and operating data with respect to the Purchaser of the general type included in the Purchaser's annual financial statement. Any financial statements of the Purchaser to be so provided shall be (i) prepared in accordance with the accounting principles the Purchaser may be required to employ from time to time pursuant to Texas law and (ii) audited, if the Purchaser commissions an audit of such statements and the audit is completed within the required time. If the audit is not completed within the required time, then the Purchaser shall provide the audit when and if it becomes available.

EXECUTED this the 15th day of July, 2004, in Bell County, Texas.

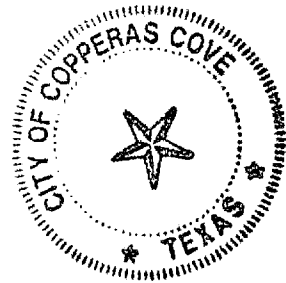
BELL COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 1

By: *William S. Yowell*
President, Board of Directors

ATTEST:

[Signature]
Secretary

CITY OF COPPERAS COVE, TEXAS



[Signature]
(Purchaser)

CITY MANAGER
(Title)

ATTEST:

Panela J. Russell
Secretary

Addendum No. 1

This Addendum No. 1 relates to that certain Water Supply Contract, dated as of September 23, 1997, as amended and restated by that certain Amended and Restated Water Supply Contract, made and entered into as of April 1, 2004 (the "Water Supply Contract"), by and between the Bell County Water Control and Improvement District No. 1 and the City of Copperas Cove, Texas, and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water Revenue Bonds, Series 1997 (the "Bonds")

Principal Amount: \$33,000,000

- Purposes:**
- (1) Expansion of existing water supply and treatment facilities from approximately 53 MGD capacity to approximately 80 MGD capacity;
 - (2) Modifications to the Killeen Transmission System; and
 - (4) Modifications to the existing water supply and treatment facilities.

Pre-Construction Allocation of Bonds to Purposes:

- | | |
|---|-------|
| (1) Expansion of existing water supply and treatment facilities | 80.5% |
| (2) Modifications to the Killeen Transmission System | 7.9% |
| (3) Modifications to existing water supply and treatment facilities | 11.6% |

Upon the completion of all projects to be constructed with the proceeds of the Bonds, the District and its engineers shall reconcile the actual expenditures of Bond proceeds to the percentage allocation of debt service on the Bonds to the purposes indicated above and shall notify the Purchaser in writing of any adjustments made to such allocations. Upon the giving of such notice, this Addendum No. 1 shall be deemed to be amended to conform to such adjusted allocation of Bonds to purposes. Any such adjustment may change the amount of the debt service requirements on the Bonds allocable to the Purchaser.

Allocation of Maximum Daily Rates of Delivery by Purposes:

- (1) Expansion of existing water supply and treatment facilities:
Aggregate Increase in Maximum Daily Rate of Delivery: 27.00 MGD
Incremental Increases in Maximum Daily Rate of Delivery for each Customer:

City of Killeen	11.249 MGD
City of Copperas Cove	4.929 MGD
Bell County Water Control and Improvement District No. 3	0.500 MGD
City of Harker Heights	5.494 MGD
439 Water Supply Corporation	0.500 MGD
City of Belton	4.328 MGD

(2) Modifications to the Killeen Transmission System:

Debt Service Percentage for each Killeen Transmission System Customer:

City of Killeen	58.258%
City of Copperas Cove	27.359%
Bell County Water Control and Improvement District No. 3	1.596%
City of Harker Heights	11.191%
439 Water Supply Corporation	1.596%

(3) Modification of Existing Water Supply and Treatment Facilities:

Debt Service Percentage for each Customer:

City of Killeen	49.33%
City of Copperas Cove	23.16%
Bell County Water Control and Improvement District No. 3	1.35%
City of Harker Heights	9.48%
439 Water Supply Corporation	1.35%
City of Belton	15.33%

Fixed Charges Relating to the Bonds:

Based on the Pre-Construction Allocation of Bonds to Purposes set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$6,450,000. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum No. 1. The amounts shown in such schedule do not include any amounts that may be included in

fixed charges for deposit into the debt service reserve fund for the Bonds or for payment of debt service on any other bonds of the District. The amounts shown in the attached schedule are subject to change upon a modification in the Pre-Construction Allocation of Bonds to Purposes, as provided above. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

EXHIBIT A

\$33,000,000
Bell County Water Control and Improvement District No. 1
Water System Revenue Bonds
Series 1997

Issued:		City of Copperas Cove Portion				Fiscal Year
09/28/97		Debt Service Schedule				Total (5/1...4/30)
Date	Principal	Coupon	Interest	Total		
01/10/98			\$100,981.76	\$100,981.76	100,981.76	
07/10/98	0	0.00%	179,967.50	179,967.50		
01/10/99			179,967.50	179,967.50	359,935.00	
07/10/99	0	0.00%	179,967.50	179,967.50		
01/10/2000			179,967.50	179,967.50	359,935.00	
07/10/2000	0	0.00%	179,967.50	179,967.50		
01/10/2001			179,967.50	179,967.50	359,935.00	
07/10/2001	0	0.00%	179,967.50	179,967.50		
01/10/2002			179,967.50	179,967.50	359,935.00	
07/10/2002	0	0.00%	179,967.50	179,967.50		
01/10/2003			179,967.50	179,967.50	359,935.00	
07/10/2003	50,000	4.75%	179,967.50	229,967.50		
01/10/2004			178,780.00	178,780.00	408,747.50	
07/10/2004	60,000	4.85%	178,780.00	238,780.00		
01/10/2005			177,325.00	177,325.00	416,105.00	
07/10/2005	65,000	4.95%	177,325.00	242,325.00		
01/10/2006			175,716.25	175,716.25	418,041.25	
07/10/2006	70,000	5.05%	175,716.25	245,716.25		
01/10/2007			173,948.75	173,948.75	419,665.00	
07/10/2007	385,000	5.15%	173,948.75	558,948.75		
01/10/2008			164,035.00	164,035.00	722,983.75	
07/10/2008	405,000	5.25%	164,035.00	569,035.00		
01/10/2009			153,403.75	153,403.75	722,438.75	
07/10/2009	480,000	5.35%	153,403.75	613,403.75		
01/10/2010			141,098.75	141,098.75	754,502.50	
07/10/2010	490,000	5.45%	141,098.75	631,098.75		
01/10/2011			127,746.25	127,746.25	758,845.00	
07/10/2011	520,000	5.55%	127,746.25	647,746.25		
01/10/2012			113,316.25	113,316.25	761,062.50	
07/10/2012	530,000	5.60%	113,316.25	643,316.25		
01/10/2013			98,476.25	98,476.25	741,792.50	
07/10/2013	470,000	5.65%	98,476.25	568,476.25		
01/10/2014			85,198.75	85,198.75	853,675.00	
07/10/2014	500,000	5.70%	85,198.75	585,198.75		
01/10/2015			70,948.75	70,948.75	656,147.50	
07/10/2015	540,000	5.75%	70,948.75	610,948.75		
01/10/2016			55,423.75	55,423.75	666,372.50	
07/10/2016	575,000	5.80%	55,423.75	630,423.75		
01/10/2017			38,748.75	38,748.75	669,172.50	
07/10/2017	615,000	5.80%	38,748.75	653,748.75		
01/10/2018			20,913.75	20,913.75	674,662.50	
07/10/2018	715,000	5.85%	20,913.75	735,913.75		
			\$6,450,000	\$5,630,784	\$12,080,784	\$12,080,784

Prepared by D. Ladd Pattillo & Associates, Inc.

09/19/97

Addendum No. 2
(City of Copperas Cove)

This Addendum No. 2 relates to that certain Amended and Restated Water Supply Contract made and entered into as of April 1, 2004 (the "Water Supply Contract"), by and between the Bell County Water Control and Improvement District No. 1 and the City of Copperas Cove, Texas (the "Purchaser"), and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds, Series 2004 (the "Bonds")

Principal Amount: \$9,815,000

Purposes: Modifications to the Killeen Transmission System; and

Allocation of Debt Service on the Bonds:

Debt Service Percentage for each Killeen Transmission System Customer:

City of Killeen	54.6208684%
City of Copperas Cove	25.0032404%
City of Harker Heights	16.6688270%
Bell County Water Control and Improvement District No. 3	1.8535321%
439 Water Supply Corporation	1.8535321%

Based on the Debt Service Percentages set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$2,454,068.05. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum No. 2. The amounts shown in such schedule do not include any amounts that may be included in fixed charges for deposit into the debt service reserve fund for the Bonds or for payment of debt service on any other bonds of the District. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

If upon the completion of all projects to be constructed with the proceeds of the Bonds there remain unexpended Bond proceeds, the District may, in accordance with the Order, use such unexpended Bond proceeds to redeem outstanding Bonds. Any such redemption will affect the debt service schedule set forth in Exhibit A. The District shall provide written notice to the Purchaser of any such redemption, together with an amended Exhibit A. Upon the giving of such notice, this Addendum No. 2 shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

EXECUTED this the 15th day of July, 2004, in Bell County, Texas.

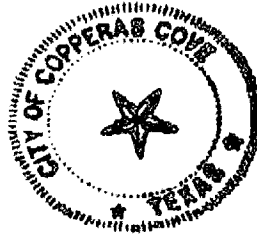
BELL COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 1

By William S. Young
President, Board of Directors

ATTEST:

[Signature]
Secretary

CITY OF COPPERAS COVE, TEXAS



[Signature]
(Purchaser)
City Manager
(Title)

ATTEST:

Panela J. Russell
Secretary

393741.DOC

S-1

EXHIBIT A

\$9,815,000
 Bell County Water Control and Improvement District No. 1
 Water System Revenue Bonds, Series 2004

Issued: 07/01/2004		City of Copperas Cove Debt Service Schedule				Fiscal Year
Date	Principal	Coupon	Interest	Total	Total	
01/10/2005			\$64,161.61	\$64,161.61	64,161.61	
07/10/2005	51,256.64	4.98%	61,106.29	\$112,362.94		
01/10/2006			59,830.00	\$59,830.00	172,192.94	
07/10/2006	53,756.97	4.98%	59,830.00	\$113,586.97		
01/10/2007			58,491.46	\$58,491.46	172,078.43	
07/10/2007	56,257.29	4.98%	58,491.46	\$114,748.75		
01/10/2008			57,090.65	\$57,090.65	171,839.40	
07/10/2008	58,757.61	4.98%	57,090.65	\$115,848.26		
01/10/2009			55,627.58	\$55,627.58	171,475.85	
07/10/2009	62,508.10	4.98%	55,627.58	\$118,135.69		
01/10/2010			54,071.13	\$54,071.13	172,206.82	
07/10/2010	65,008.43	4.98%	54,071.13	\$119,079.56		
01/10/2011			52,452.42	\$52,452.42	171,531.98	
07/10/2011	68,758.91	4.98%	52,452.42	\$121,211.33		
01/10/2012			50,740.33	\$50,740.33	171,951.66	
07/10/2012	71,259.24	4.98%	50,740.33	\$121,999.56		
01/10/2013			48,965.97	\$48,965.97	170,985.53	
07/10/2013	75,009.72	4.98%	48,965.97	\$123,975.69		
01/10/2014			47,098.23	\$47,098.23	171,073.92	
07/10/2014	78,760.21	4.98%	47,098.23	\$125,858.44		
01/10/2015			45,137.10	\$45,137.10	170,995.54	
07/10/2015	83,760.86	4.98%	45,137.10	\$128,897.96		
01/10/2016			43,051.45	\$43,051.45	171,949.41	
07/10/2016	87,511.34	4.98%	43,051.45	\$130,562.80		
01/10/2017			40,872.42	\$40,872.42	171,435.22	
07/10/2017	92,511.99	4.98%	40,872.42	\$133,384.41		
01/10/2018			38,568.87	\$38,568.87	171,953.29	
07/10/2018	96,262.48	4.98%	38,568.87	\$134,831.35		
01/10/2019			36,171.94	\$36,171.94	171,003.29	
07/10/2019	101,263.12	4.98%	36,171.94	\$137,435.06		
01/10/2020			33,650.49	\$33,650.49	171,085.55	
07/10/2020	107,513.93	4.98%	33,650.49	\$141,164.42		
01/10/2021			30,973.39	\$30,973.39	172,137.81	
07/10/2021	112,514.58	4.98%	30,973.39	\$143,487.97		
01/10/2022			28,171.78	\$28,171.78	171,859.75	
07/10/2022	118,765.39	4.98%	28,171.78	\$146,937.17		
01/10/2023			25,214.52	\$25,214.52	172,151.69	
07/10/2023	123,766.04	4.98%	25,214.52	\$148,980.56		
01/10/2024			22,132.74	\$22,132.74	171,113.30	
07/10/2024	130,016.85	4.98%	22,132.74	\$152,149.59		
01/10/2025			18,895.32	\$18,895.32	171,044.92	
07/10/2025	137,517.82	4.98%	18,895.32	\$156,413.15		
01/10/2026			15,471.13	\$15,471.13	171,884.28	
07/10/2026	143,788.63	4.98%	15,471.13	\$159,239.76		
01/10/2027			11,891.29	\$11,891.29	171,131.05	
07/10/2027	151,269.60	4.98%	11,891.29	\$163,160.90		
01/10/2028			8,124.68	\$8,124.68	171,285.57	
07/10/2028	158,770.58	4.98%	8,124.68	\$166,895.25		
01/10/2029			4,171.29	\$4,171.29	171,066.55	
07/10/2029	167,521.71	4.98%	4,171.29	\$171,693.00	171,693.00	
			\$2,454,068.05	\$1,899,000.28	\$4,353,068.32	\$4,353,068.32

GENERAL CERTIFICATE OF THE CITY OF COPPERAS COVE, TEXAS

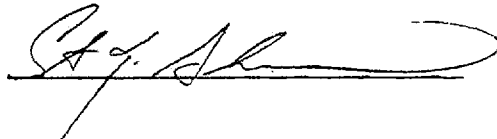
We, the undersigned City Manager and City Secretary, respectively of the City of Copperas Cove, Texas (the "City"), hereby certify the following information:

- (1) attached hereto as Exhibit A is a true and correct copy of a resolution of the City Council of the City duly adopted at a meeting of the City Council held on June 22, 2004 authorizing the execution and delivery by the City Manager and City Secretary of an Amended and Restated Water Supply Contract (the "Water Supply Contract") and an Addendum No. 2 to such Water Supply Contract (the "Addendum No. 2"), both between the City and the Bell County Water Control and Improvement District No. 1, in substantially the form attached to such resolution;
- (2) on the date of this Certificate we are, and at the time of execution of the Water Supply Contract and the Addendum No. 2 we were, the duly chosen, qualified, and acting officers of the City, holding the respective offices set forth below; and
- (3) no litigation is pending or, to our knowledge, threatened which would (i) affect the authority of the undersigned as officers of the City or their title to their respective offices, or (ii) contest the validity of the Water Supply Contract or the Addendum No. 2.

EXECUTED AND DELIVERED ON June 22, 2004.

Signatures

Official Title



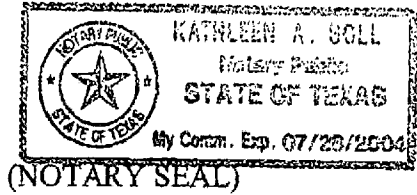
City Manager

Panela J. Russell

City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

Before me, on this day personally appeared the foregoing individuals, known to me to be the officers whose true and genuine signatures were subscribed to the foregoing instrument in my presence.



Kathleen A. Soll

Notary Public
State of Texas

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COPPERAS COVE, TEXAS, AUTHORIZING THE EXECUTION
AND DELIVERY OF AMENDED AND RESTATED WATER
SUPPLY CONTRACT AND ADDENDUM NO. 2 THERETO**

WHEREAS, the City of Copperas Cove, Texas (the "City"), has previously entered into a water supply contract with the Bell County Water Control and Improvement District No.1 (the "District"); and

WHEREAS, in connection with the issuance of the District's Water System Revenue Bonds, Series 2004, the City Council of the City considers it to be necessary and desirable to enter into an amended and restated water supply contract with the District;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

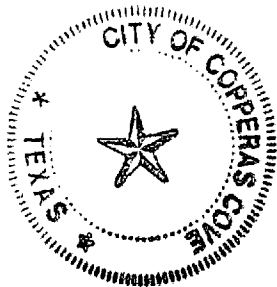
- (1) the Amended and Restated Water Supply Contract, in substantially the form set forth in Exhibit A-1 to this Resolution and an Addendum No. 2 to such Amended and Restated Water Supply Contract, in substantially the form set forth in Exhibit A-2, both between the District and the City, are hereby approved, with such changes as the Mayor of the City may approve, with such approval to be evidenced conclusively by the execution thereof;
- (2) the Mayor is hereby authorized to execute and deliver, and the City Secretary is authorized to attest and affix the seal of the City to, the Amended and Restated Water Supply Contract and the Addendum No. 2 to such Amended and Restated Water Supply Contract and the Mayor and City Secretary are authorized to take such further actions and execute such further instruments as may be necessary to implement the provisions and intent of this Resolution;
- (3) the meeting at which this Resolution is being adopted is open to the public as required by law and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act; and
- (4) this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED THIS 22nd day of June, 2004.

Parrela J. Russell
City Secretary

Yradi D. Diaz
Mayor

(SEAL)



Addendum No. 3
(City of Copperas Cove)

This Addendum No. 3 relates to that certain Amended and Restated Water Supply Contract made and entered into as of April 1, 2004 (the "Water Supply Contract"), by and between the Bell County Water Control and Improvement District No. 1 and the City of Copperas Cove, Texas (the "Purchaser"), and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds, Series 2006 (the "Bonds")

Principal Amount: \$6,050,000

Purposes: Modifications to the Killeen Transmission System; and

Allocation of Debt Service on the Bonds:

Debt Service Percentage for each Killeen Transmission System Customer:

City of Killeen	54.6208684%
City of Copperas Cove	25.0032404%
City of Harker Heights	16.6688270%
Bell County Water Control and Improvement District No. 3	1.8535321%
439 Water Supply Corporation	1.8535321%

Based on the Debt Service Percentages set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$1,512,696.02. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum No. 3. The amounts shown in such schedule do not include any amounts that may be included in fixed charges for deposit into the debt service reserve fund for the Bonds or for payment of debt service on any other bonds of the District. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

If upon the completion of all projects to be constructed with the proceeds of the Bonds there remain unexpended Bond proceeds, the District may, in accordance with the Order, use such unexpended Bond proceeds to redeem outstanding Bonds or to construct additional facilities. Any such redemption will affect the debt service schedule set forth in Exhibit A. The District shall provide written notice to the Purchaser of any such redemption, together with an amended Exhibit A. Upon the giving of such notice, this Addendum No. 3 shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

EXECUTED this the 18th day of July, 2006, in Bell County, Texas.

BELL COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1

By: [Signature]
VP President, Board of Directors

ATTEST:
[Signature]
Secretary



CITY OF COPPERAS COVE, TEXAS

[Signature]
(Purchaser)
[Signature]
(Title)
CITY MANAGER

ATTEST:
[Signature]
(Title)

Bell County Water Control & Improvement District No. 1
 City of Copperas Cove Portion of Series 2006 TWDB Issue

25.0082%					
Date	Delivery Date:	7/27/06	Less:	Total	Fiscal
	Principal	Interest	Cap-I		Total
	\$	\$	\$	\$	\$
7/10/06	-	-	-	-	-
9/30/06	-	-	-	-	-
1/10/07	-	35,776.91	(35,776.91)	-	-
7/10/07	1,250.16	39,508.24	(39,508.24)	1,250.16	-
9/30/07	-	-	-	-	1,250.16
1/10/08	-	39,491.55	(39,491.55)	-	-
7/10/08	1,250.16	39,491.55	(39,491.55)	1,250.16	-
9/30/08	-	-	-	-	1,250.16
1/10/09	-	39,472.36	-	39,472.36	-
7/10/09	1,250.16	39,472.36	-	40,722.52	-
9/30/09	-	-	-	-	80,194.88
1/10/10	-	39,450.98	-	39,450.98	-
7/10/10	1,250.16	39,450.98	-	40,701.14	-
9/30/10	-	-	-	-	80,152.12
1/10/11	-	39,428.04	-	39,428.04	-
7/10/11	1,250.16	39,428.04	-	40,678.20	-
9/30/11	-	-	-	-	80,106.24
1/10/12	-	39,403.85	-	39,403.85	-
7/10/12	1,250.16	39,403.85	-	40,654.01	-
9/30/12	-	-	-	-	80,057.86
1/10/13	-	39,378.10	-	39,378.10	-
7/10/13	1,250.16	39,378.10	-	40,628.26	-
9/30/13	-	-	-	-	80,006.36
1/10/14	-	39,351.41	-	39,351.41	-
7/10/14	1,250.16	39,351.41	-	40,601.57	-
9/30/14	-	-	-	-	79,952.98
1/10/15	-	39,323.78	-	39,323.78	-
7/10/15	70,009.07	39,323.78	-	109,332.85	-
9/30/15	-	-	-	-	149,656.63
1/10/16	-	37,741.58	-	37,741.58	-
7/10/16	72,509.40	37,741.58	-	110,250.98	-
9/30/16	-	-	-	-	147,992.56
1/10/17	-	36,048.49	-	36,048.49	-
7/10/17	76,259.88	36,048.49	-	112,308.37	-
9/30/17	-	-	-	-	148,356.86
1/10/18	-	34,229.69	-	34,229.69	-
7/10/18	80,010.37	34,229.69	-	114,240.06	-
9/30/18	-	-	-	-	148,469.75
1/10/19	-	32,281.44	-	32,281.44	-
7/10/19	83,760.86	32,281.44	-	116,042.30	-
9/30/19	-	-	-	-	148,323.74
1/10/20	-	30,199.98	-	30,199.98	-
7/10/20	87,511.34	30,199.98	-	117,711.32	-
9/30/20	-	-	-	-	147,911.30
1/10/21	-	28,003.45	-	28,003.45	-
7/10/21	92,511.99	28,003.45	-	120,515.44	-
9/30/21	-	-	-	-	148,518.89
1/10/22	-	25,635.14	-	25,635.14	-
7/10/22	97,512.64	25,635.14	-	123,147.78	-
9/30/22	-	-	-	-	148,782.92
1/10/23	-	23,090.06	-	23,090.06	-

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Bell County Water Control & Improvement District No. 1
City of Copperas Cove Portion of Series 2006 TWDB Issue

25.0032%					
Date	Delivery Date: Principal	7/27/06 Interest	Less: Cap-I	Total	Fiscal Total
7/10/23	102,513.29	23,090.06	-	125,603.35	-
9/30/23					148,693.41
1/10/24	-	20,388.83	-	20,388.83	-
7/10/24	107,513.93	20,388.83	-	127,902.76	-
9/30/24					148,291.59
1/10/25	-	17,502.08	-	17,502.08	-
7/10/25	113,764.74	17,502.08	-	131,266.82	-
9/30/25					148,768.90
1/10/26	-	14,419.06	-	14,419.06	-
7/10/26	120,015.55	14,419.06	-	134,434.61	-
9/30/26					148,853.67
1/10/27	-	11,106.63	-	11,106.63	-
7/10/27	126,266.36	11,106.63	-	137,372.99	-
9/30/27					148,479.62
1/10/28	-	7,590.11	-	7,590.11	-
7/10/28	132,517.17	7,590.11	-	140,107.28	-
9/30/28					147,697.39
1/10/29	-	3,899.51	-	3,899.51	-
7/10/29	140,018.15	3,899.51	-	143,917.66	-
9/30/29					147,817.17
	\$ 1,512,696.02	\$ 1,350,157.39	\$ (154,268.25)	\$ 2,708,585.16	\$ 2,708,585.16

FIRST AMENDMENT
TO
AMENDED AND RESTATED
WATER SUPPLY CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This First Amendment to Amended and Restated Water Supply Contract (the "First Amendment") is made and entered into as of this 27 day of April 2006, by and between the **Bell County Water Control and Improvement District No.1** (the "District"), a conservation district and political subdivision of the State of Texas, created and operating under the provisions of Article XVI, Section 59, of the Constitution of Texas and Chapters 49 and 51, Texas Water Code, acting herein by and through its duly authorized officers, and the **City of Copperas Cove, Texas** (the "Purchaser"), duly organized under the laws of the State of Texas, acting herein by and through its duly authorized officers.

WITNESSETH

WHEREAS, the District and the Purchaser previously have entered into that certain contract entitled "Amended and Restated Water Supply Contract," dated as of April 1, 2004 (the "Agreement"); and

WHEREAS, to provide for the water needs of the District's civilian resale customers, the District has previously entered into that certain Water Supply Agreement, dated as of January 1, 1992 (the "1992 Water Supply Agreement"), between the District and the Brazos River Authority (the "Authority"), pursuant to which the Authority has agreed to make water from Lake Belton available to the District in an amount not to exceed 49,509 acre-feet per year; and

WHEREAS, pursuant to the Agreement, the District allocated the water available under the 1992 Water Supply Agreement to the District's civilian resale customers; and

WHEREAS, the Purchaser has requested that the District enter into that certain System Water Availability Agreement, dated as of [May 1], 2006 (the "System Water Agreement"), between the District and the Authority, pursuant to which the Authority will make additional water from Lake Belton available to the District during the term of the System Water Agreement in an amount not to exceed 13,000 acre-feet per year (the "System Rate Water"), and to allocate to the Purchaser 1,000 acre-feet per year of the System Rate Water available to the District under the System Water Agreement; and

WHEREAS, the District and the Purchaser desire to amend the Agreement to acknowledge the execution and delivery of the System Water Agreement, to provide for the allocation of a portion of the System Rate Water to the Purchaser, and to provide for the payment by the Purchaser of the costs of the System Rate Water allocated to the Purchaser; and

WHEREAS, capitalized terms used in this First Supplement and not otherwise defined shall have the respective meanings given to such terms in the Agreement;

Therefore, in consideration of the mutual promises, obligations, agreements and benefits set out herein, the District and the Purchaser agree that the Agreement shall be amended as follows:

1. Paragraph 2 of the Agreement is amended by adding a new subparagraph (C) which shall read as follows:

(C) ADDITIONAL SYSTEM RATE WATER AVAILABLE TO THE DISTRICT:

(1) The System Water Agreement. To provide for the additional water needs of certain of its civilian resale customers, the District will enter into that certain System Water Availability Agreement, dated as of [May 1], 2006 (the "System Water Agreement"), between the District and the Authority. The System Water Agreement provides, among other things, that the Authority will make water from Lake Belton available to the District in each fiscal year of the Authority (such fiscal year currently being from September 1 through August 31), beginning in the year 2006 and continuing through the term of the System Water Agreement, in an amount not greater than 13,000 acre-feet per year (such 13,000 acre-feet of water per fiscal year being referred to herein as the "System Rate Water"). The System Water Agreement expires on August 31, 2031, but may be extended at the written request of the District for so long as, and to the extent, the Authority continues to have the right and ability to make available the amount of the System Rate Water available to the District under the System Water Agreement.

(2) Allocation of System Rate Water. During the term of the System Water Agreement, the 13,000 acre-feet of System Rate Water available to the District under the System Water Agreement is allocated to and reserved for the beneficial use of the following entities in the following amounts (in acre-feet):

City of Killeen	10,000
City of Belton	1,000
City of Copperas Cove	1,000
The District	1,000

(3) Limitations on System Rate Water. The Purchaser acknowledges that the District's ability to supply System Rate Water to the Purchaser is subject in all respects to the terms and conditions of the System Water Agreement. The Purchaser consents to such terms and conditions and agrees to take such actions as may be reasonably necessary to allow the District to fully perform its obligations under the System Water Agreement or to prevent a default under the

System Water Agreement. The Purchaser further acknowledges that the amount of water available to the Purchaser in any single fiscal year of the Authority will be limited to the System Rate Water allocated to the Purchaser in accordance with Subparagraph (C)(2) above.

Notwithstanding any other provision of this Agreement, the Purchaser recognizes the District's continuing right to modify any allocation of System Rate Water indicated in Subparagraph (C)(2) if the District determines that such modification is necessary to (i) comply with law, (ii) comply with any judgment, court order, decree or administrative rule, regulation ruling to which the District is or may become subject or (iii) conform to the provisions of any state or regional water plan.

2. Paragraph 8 of the Agreement is amended by adding a new subparagraph at the end of Paragraph 8 which shall read as follows:

Further, and in addition to any bills described above and except as provided below, the District will bill the Purchaser annually for the cost of System Rate Water allocated to the Purchaser in Subparagraph 2(C)(2). The bills for System Rate Water will be based on rates established in the System Water Agreement, will be distributed in September of each year and will be payable to the District by September 15; provided, that the District reserves the right to select from the various payment options available to the District under the System Water Agreement and to modify the payment obligations of the Purchaser under this Agreement accordingly.

3. Paragraph 9(B) of the Agreement is amended by adding a new subparagraph at the end of Paragraph 9(B) which shall read as follows:

Further, and notwithstanding the foregoing, the Purchaser recognizes and agrees that, unless modified by the District pursuant to Paragraph 8, the cost of System Rate Water allocated to the Purchaser pursuant to Subparagraph 2(C)(2) will be billed to the Purchaser on an annual basis in September of each year in accordance with the rates established in the System Water Agreement and such bills are payable to the District on September 15 of each year. The Purchaser further agrees to pay to the District, based on its pro rata share of the System Rate Water allocated in Subparagraph 2(C), such amounts as may be required to allow the District to fully perform all of its obligations under and to pay all amounts due or to become due to the Authority under the System Water Agreement.

4. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

5. If any provision of this First Amendment shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any

other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this First Amendment invalid, inoperative or unenforceable to any extent whatever.

6. Except as specifically amended by this First Supplement, the Agreement shall remain unchanged and in full force and effect.

[EXECUTION PAGE FOLLOWS]

EXECUTED this the 27 day of April, 2006, in Bell County, Texas.



BELL COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 1

By: William H. Yandell
President, Board of Directors

ATTEST:

[Signature]
Secretary

CITY OF COPPERAS COVE, TEXAS

[Signature]
(Purchaser)
City Manager
(Title)

ATTEST:

Parale J. Russell
Secretary

SECOND AMENDMENT

TO

AMENDED AND RESTATED WATER SUPPLY CONTRACT

(City of Copperas Cove)

THE STATE OF TEXAS §
 §
COUNTY OF BELL §

This Second Amendment to Amended and Restated Water Supply Contract (the "Second Amendment") is made and entered into as of this 29th day of January, 2014, by and between the **Bell County Water Control and Improvement District No. 1** (the "District"), a conservation district and political subdivision of the State of Texas, created under the provisions of Article XVI, Section 59, of the Constitution of Texas and operating under the provisions of Chapter 9005, Texas Special District Laws Code, and Chapters 49 and 51, Texas Water Code, acting herein by and through its duly authorized officers, and the **City of Copperas Cove, Texas** (the "Purchaser"), duly organized under the laws of the State of Texas, acting herein by and through its duly authorized officers.

WITNESSETH

WHEREAS, the District and the Purchaser previously have entered into that certain contract entitled "Amended and Restated Water Supply Contract," dated as of April 1, 2004, as amended by that certain "First Amendment to Amended and Restated Water Supply Contract," dated April 27, 2006 (collectively, the "Agreement"); and

WHEREAS, the District has heretofore constructed, water supply and treatment facilities at Lake Belton (the "Lake Belton Water Plant") and transmission facilities in the form of additional pipelines, treating and pumping plants and appurtenances through which the District is now serving water to the City of Killeen, the City of Belton, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, 439 Water Supply Corporation and the Fort Hood Military Reservation; and

WHEREAS, the population and water uses of certain of the District's civilian customers have increased to the point that the existing treatment and transmission facilities will soon be inadequate to meet the growing demands for additional water uses and it will become indispensably necessary that additional treatment and transmission facilities be provided; and

WHEREAS, the Board of Directors of the District proposes to issue bonds of the District from time to time in amounts sufficient to provide funds to make necessary additions, extensions and improvements to said water supply, treatment and transmission facilities including, without limitation, additions, extensions and improvements to the Lake Belton Plant and the construction of a new water treatment plant and related transmission facilities to be located at Lake Stillhouse Hollow (the "Lake Stillhouse Water Plant") and additions, extensions and improvements thereto; and

WHEREAS, the Board of Directors of the District does not propose to issue and sell any such bonds relating to the Lake Stillhouse Water Plant, until contract amendments in substantially the form of this Second Amendment have been executed by the City of Killeen, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation amending their respective water supply contracts with the District; and

WHEREAS, the District and the Purchaser desire to amend the Agreement to acknowledge and agree to the financing and construction of the Lake Stillhouse Water Plant and to modify the terms of the Agreement as necessary to reflect and accommodate the addition of the Lake Stillhouse Water Plant as a source of treated water for supply to the Purchaser under the Agreement; and

WHEREAS, capitalized terms used in this Second Supplement and not otherwise defined shall have the respective meanings given to such terms in the Agreement;

THEREFORE, in consideration of the mutual promises, obligations, agreements and benefits set out herein, the District and the Purchaser agree that the Agreement shall be amended as follows:

1. This Second Amendment shall become effective upon (i) the execution of contract amendments in substantially the form of this Second Amendment by the City of Killeen, the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3, and 439 Water Supply Corporation amending their existing water supply contracts with the District and (ii) the execution by each entity described in clause (i) of an addendum to their existing water supply contract with the District in accordance with Paragraph 9 of each such water supply contract relating to the construction of the Lake Stillhouse Water Plant and related transmission facilities, and the issuance of bonds by the District for such purpose. In the event the conditions contained in the preceding sentence are not satisfied on or before December 31, 2014, or such later date as may be mutually agreed upon by the District and the Purchaser in writing, this Second Amendment shall terminate and be of no force and effect and the Agreement shall continue in full force and effect. If and when such conditions have been satisfied, this Second Amendment shall become effective and the Agreement shall be amended as provided herein.

2. When the conditions mentioned in Paragraph 1 have been satisfied, and provided bonds can be sold for such purpose, the District agrees promptly to design and construct water supply and treatment facilities at the edge of Lake Stillhouse Hollow and related additions to its water pumping and transmission facilities that will deliver treated water at a total maximum daily rate of approximately 17.0 million gallons per day. When constructed, the District agrees to use reasonable diligence and care in operating, maintaining and keeping in good repair such water supply, treatment and transmission facilities and, subject to Paragraph 9 of the Agreement and the limitations set forth in Paragraph 2 thereof, to deliver water to the Purchaser in the maximum daily quantities to which the Purchaser is entitled under the Agreement.

3. The first sentence of Paragraph 4 of the Agreement is amended to read as follows:

The District and the Purchaser recognize that the only water currently available to the District for delivery to the Purchaser hereunder will be water in Lake Belton and Lake Stillhouse Hollow.

4. The first sentence of Paragraph 9 of the Agreement is amended to read as follows:

The parties hereto recognize that because the price the District must pay for water may vary from time to time, and further because the operation, maintenance and repair expenses of the District and debt service requirements¹ on its bonds (including refunding bonds) issued to provide facilities with which to serve the Purchaser and other customers, will vary from time to time, that it is neither practical nor possible to fix a schedule of specific rates in this Agreement which will control the price paid by the Purchaser to the District for water delivered throughout the term of this Agreement.

5. The subheading "(a) Common Fixed Charges Original Treatment Plant)" in Paragraph 9(A) shall be amended to read "(1) Common Fixed Charges (Original Treatment Plant)."

6. Paragraph 9(A)(4) of the Agreement is amended in its entirety to read as follows:

(4) Fixed Charges (Expansion and Modification Projects). Fixed Charges (Expansion and Modification Projects) shall include the entire debt service requirements on bonds or obligations of the District heretofore or hereafter issued for the following purposes: construct modifications to the District's then existing water supply and treatment facilities; and construct facilities for the expansion of the District's water supply and treatment facilities. Apportionment of such charges with respect to debt service requirements on bonds or obligations hereafter issued shall be made among civilian resale customers by the following methods:

(a)(1) The amount of debt service on that portion of bond moneys used to construct modifications to the District's then existing Lake Belton Water Plant shall be shared by the District's civilian resale customers in accordance with this subparagraph (a)(1). The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction the numerator of which shall be the customer's maximum daily rate of delivery from the District's Lake Belton Water

¹ When used in this Agreement, the term "debt service requirements" shall mean (i) the principal, premium, if any, and interest when due on the District's bonds, refunding bonds and other obligations; (ii) any payments required by the District's bond orders or other authorizing documents to be made into debt service reserve funds and contingency funds; and (iii) any trustee, paying agent and escrow agent fees and expenses, and other expenses relating to the District's bonds and other obligations.

9(A)(3) with respect to the Killeen Transmission System, there shall be attached hereto an addendum setting forth the following information:

(i) a description of the purpose(s) for the bonds (i.e. modifications to the then existing water supply and treatment facilities, expansion of then existing water supply and treatment facilities, modifications to the then existing Killeen Transmission System, expansion of the Killeen Transmission System, and/or modification or expansion of the Belton Transmission System);

(ii) the aggregate principal amount and series designation (if applicable) of the bonds or other obligations being issued by the District and a percentage allocation of the debt service on such bonds or other obligations to the purposes for which they are being issued, as determined by the District in consultation with the District's engineers; provided, that upon completion of all projects to be constructed with the proceeds of any such bonds, the District and its engineers shall reconcile the actual expenditures of bond proceeds to the indicated purposes for which such bonds were issued and shall make any necessary adjustments to the allocation of debt service to such purposes; and

(iii) for each stated purpose for which the bonds or other obligations are being issued, the aggregate incremental increase in maximum daily rate of delivery for the appropriate customer group (i.e. all civilian resale customers, Killeen System Customers or City of Belton) as a result of an expansion, a breakout (if applicable) of the incremental increase in maximum daily rate of delivery for each member of the customer group as a result of such expansion, and a breakout (if applicable) of the new total maximum daily rate of delivery for each member of the customer group as a result of such expansion; provided, that in the case of modifications to the then existing water supply and treatment facilities, the Killeen Transmission System or the Belton Transmission System that do not result in or are not accompanied by an incremental increase in the maximum daily rate of delivery, the addendum shall specify the appropriate ratios to be used in allocating debt service to the District's customers.

The issuance of refunding bonds by the District will not require the attachment of an addendum hereto and shall not require any further action on the part of the Purchaser.

7. The first sentence of Paragraph 12 of the Agreement is amended to read as follows:

Unless sooner terminated or extended by mutual written agreement of the parties hereto, this Agreement shall be in force and effect from the effective date hereof as determined in Paragraph 1, until any and all bonds issued for the purposes of

Plant, as it exists on the issuance date of the related bonds, and the denominator of which shall be the aggregate of all civilian resale customers' maximum daily rate of delivery from the District's Lake Belton Water Plant, as it exists on the issuance date of the related bonds.

(a)(2) The amount of debt service on that portion of bond moneys used to construct modifications to the District's then existing Lake Stillhouse Water Plant shall be shared by the District's civilian resale customers in accordance with this subparagraph (a)(2). The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction the numerator of which shall be the customer's maximum daily rate of delivery from the District's Lake Stillhouse Water Plant, as it exists on the issuance date of the related bonds, and the denominator of which shall be the aggregate of all civilian resale customers' maximum daily rate of delivery from the District's Lake Stillhouse Water Plant, as it exists on the issuance date of the related bonds.

(b)(1) The amount of debt service on that portion of bond moneys used to construct an expansion of the District's then existing Lake Belton Water Plant shall be shared by the District's civilian resale customers in accordance with this subparagraph (b)(1). The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction, the numerator of which shall be such customer's incremental increase in maximum daily rate of delivery as a result of such expansion and the denominator of which is the aggregate of all civilian resale customers' incremental increases in maximum daily rate of delivery as a result of such expansion.

(b)(2) The amount of debt service on that portion of bond moneys used to construct an expansion of the District's then existing Lake Stillhouse Water Plant shall be shared by the District's civilian resale customers in accordance with this subparagraph (b)(2). The amount to be paid by a particular civilian resale customer shall be determined by the application to the total of such debt service (less any credit to such amount which may result from payments received from Additional Customers) of a fraction, the numerator of which shall be such customer's incremental increase in maximum daily rate of delivery as a result of such expansion and the denominator of which is the aggregate of all civilian resale customers' incremental increases in maximum daily rate of delivery as a result of such expansion.

With respect to each issue of bonds or other obligations of the District hereafter issued to finance an expansion or modification project as contemplated by this Subparagraph 9(A)(4), or as contemplated by Subparagraph 9(A)(2) with respect to the Belton Transmission System or as contemplated by Subparagraph

modifying or expanding the District's water supply, treatment or transmission facilities and identified in an addendum to this Agreement, as contemplated in Subparagraphs 9(A)(2), 9(A)(3) and 9(A)(4) above, and any refunding bonds issued in lieu of such bonds are paid in full.

8. This Second Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

9. If any provision of this Second Amendment shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, administrative rule, regulation or finding, rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Second Amendment invalid, inoperative or unenforceable to any extent whatever.

10. Except as specifically amended by this Second Amendment, the Agreement shall remain unchanged and in full force and effect.

[EXECUTION PAGE FOLLOWS]

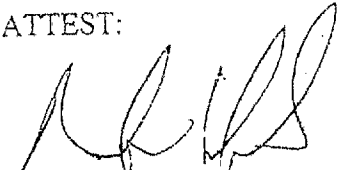
EXECUTED this the 29th day of January, 2014, in Bell County, Texas.

BELL COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1

By: 

President, Board of Directors

ATTEST:



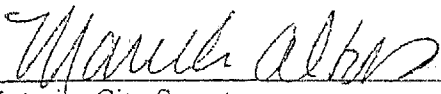
Secretary, Board of Directors

CITY OF COPPERAS COVE, TEXAS



Mayor

ATTEST:



Interim City Secretary

Addendum No. 4
(City of Copperas Cove)

This Addendum No. 4 relates to that certain Amended and Restated Water Supply Contract, dated as of April 1, 2004 (the "Original Contract"), by and between the Bell County Water Control and Improvement District No. 1 and the City of Copperas Cove, Texas (the "Purchaser"), as amended by that certain First Amendment to Amended and Restated Water Supply Contract, dated as of April 27, 2006 (the "First Amendment"), and that certain Second Amendment to Amended and Restated Water Supply Contract, dated as of January 29, 2014 (the "Second Amendment" and, together with the Original Contract and the First Amendment, the "Water Supply Contract"), and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds, Series 2014 (the "Bonds")

Principal Amount: \$50,145,000⁽¹⁾

Purposes: Expansion of existing water supply and treatment facilities by approximately 17.0 MGD pursuant to the construction of a new water treatment plant at Lake Stillhouse Hollow (the "Lake Stillhouse Water Plant") and related pumping and transmission facilities.

Allocation of Incremental Increase in Maximum Daily Rate of Delivery: The incremental increases in Maximum Daily Rate of Delivery ("MDRD") for each Customer shall be as follows:

<u>Customer</u>	<u>Existing MDRD</u>	<u>Incremental Increase in MDRD</u>	<u>Total MDRD*</u>
City of Killeen	32.0 MGD	10.0 MGD	42.0 MGD
City of Copperas Cove	13.5	2.5	16.0
City of Harker Heights	13.5	2.0	15.5
City of Belton	10.0	-0-	10.0
Bell County Water Control and Improvement District No. 3	2.0	1.0	3.0
439 Water Supply Corporation	<u>3.0</u>	<u>1.5</u>	<u>4.5</u>
	74.0	17.0	91.0

* Represents the total MDRD for each customer under their respective water supply contracts with the District upon completion of the project being financed with the proceeds of the Bonds.

⁽¹⁾ Reflects an upfront capital contribution in the amount of \$5,000,000 from the City of Killeen to the construction of the Lake Stillhouse Water Plant.

Allocation of Debt Service on the Bonds:

<u>Customer</u>	<u>Debt Service Percentage⁽²⁾</u>
City of Killeen	51.6402%
City of Copperas Cove	17.2899
City of Harker Heights	13.8000
City of Belton	-0-
Bell County Water Control and Improvement District No. 3	6.8800
439 Water Supply Corporation	<u>10.3899</u>
	100.000%

Based on the Debt Service Percentages set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$8,670,000. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum No. 4. The amounts shown in such schedule do not include any amounts that may be included in fixed charges for deposit into the debt service reserve fund for the Bonds or for payment of debt service on any other bonds of the District. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

If upon the completion of all projects to be constructed with the proceeds of the Bonds there remain unexpended Bond proceeds, the District may, in accordance with the Order, use such unexpended Bond proceeds to redeem or defease outstanding Bonds, or to construct additional facilities or for other purposes permitted under the order authorizing the Bonds. Any such redemption or defeasance will affect the debt service schedule set forth in Exhibit A. The District shall provide written notice to the Purchaser of any such redemption or defeasance, together with an amended Exhibit A. Upon the giving of such notice, this Addendum No. 4 shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

⁽²⁾ Reflects, in each case, an allocation of debt service on the Bonds to the Customers based on the allocation of incremental increases in MDRD for each Customer shown above, taking into consideration the capital contribution in the amount of \$5,000,000 from the City of Killeen to the construction of the Lake Stillhouse Water Plant, the funding of the debt service reserve fund and the inclusion of capitalized interest for the City of Copperas Cove, the City of Harker Heights, Bell County Water Control and Improvement District No. 3 and 439 Water Supply Corporation

EXECUTED this 20th day of February 2014, in Bell County, Texas.

BELL COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1

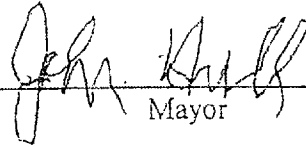
By: _____

President, Board of Directors

ATTEST:

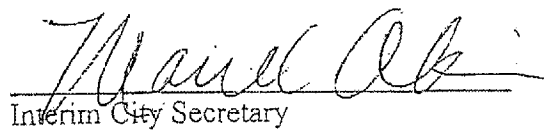
Secretary, Board of Directors

CITY OF COPPERAS COVE, TEXAS



Mayor

ATTEST:



Interim City Secretary

FINAL

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
04/30/2014	-	-	-	-
04/30/2015	-	-	337,698.96	337,698.96
04/30/2016	-	-	419,212.50	419,212.50
04/30/2017	-	-	419,212.50	419,212.50
04/30/2018	-	-	419,212.50	419,212.50
04/30/2019	-	-	419,212.50	419,212.50
04/30/2020	-	-	419,212.50	419,212.50
04/30/2021	175,000.00	5.000%	414,837.50	589,837.50
04/30/2022	185,000.00	5.000%	405,837.50	590,837.50
04/30/2023	180,000.00	5.000%	396,712.50	576,712.50
04/30/2024	195,000.00	5.000%	387,337.50	582,337.50
04/30/2025	205,000.00	5.000%	377,337.50	582,337.50
04/30/2026	215,000.00	5.000%	366,837.50	581,837.50
04/30/2027	225,000.00	5.000%	355,837.50	580,837.50
04/30/2028	240,000.00	5.000%	344,212.50	584,212.50
04/30/2029	250,000.00	5.000%	331,962.50	581,962.50
04/30/2030	335,000.00	5.000%	317,337.50	652,337.50
04/30/2031	520,000.00	5.000%	295,962.50	815,962.50
04/30/2032	540,000.00	4.000%	272,162.50	812,162.50
04/30/2033	565,000.00	5.000%	247,237.50	812,237.50
04/30/2034	595,000.00	5.000%	218,237.50	813,237.50
04/30/2035	625,000.00	5.000%	187,737.50	812,737.50
04/30/2036	655,000.00	4.250%	158,193.75	813,193.75
04/30/2037	690,000.00	5.000%	127,025.00	817,025.00
04/30/2038	720,000.00	5.000%	91,775.00	811,775.00
04/30/2039	760,000.00	5.000%	54,775.00	814,775.00
04/30/2040	795,000.00	4.500%	17,887.50	812,887.50
Total	\$8,670,000.00		\$7,803,005.21	\$16,473,005.21

Yield Statistics

Bond Year Dollars	\$162,034.17
Average Life	18.689 Years
Average Coupon	4.8156542%
Net Interest Cost (NIC)	4.5243509%
True Interest Cost (TIC)	4.3818295%
Bond Yield for Arbitrage Purposes	4.1482003%
All Inclusive Cost (AIC)	4.5644410%
IRS Form 8038	
Net Interest Cost	4.2801538%
Weighted Average Maturity	18.479 Years

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Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/20/2014	-	-	-	-	-
07/10/2014	-	-	128,092.71	128,092.71	-
01/10/2015	-	-	209,606.25	209,606.25	-
04/30/2015	-	-	-	-	337,698.96
07/10/2015	-	-	209,606.25	209,606.25	-
01/10/2016	-	-	209,606.25	209,606.25	-
04/30/2016	-	-	-	-	419,212.50
07/10/2016	-	-	209,606.25	209,606.25	-
01/10/2017	-	-	209,606.25	209,606.25	-
04/30/2017	-	-	-	-	419,212.50
07/10/2017	-	-	209,606.25	209,606.25	-
01/10/2018	-	-	209,606.25	209,606.25	-
04/30/2018	-	-	-	-	419,212.50
07/10/2018	-	-	209,606.25	209,606.25	-
01/10/2019	-	-	209,606.25	209,606.25	-
04/30/2019	-	-	-	-	419,212.50
07/10/2019	-	-	209,606.25	209,606.25	-
01/10/2020	-	-	209,606.25	209,606.25	-
04/30/2020	-	-	-	-	419,212.50
07/10/2020	175,000.00	5.000%	209,606.25	384,606.25	-
01/10/2021	-	-	205,231.25	205,231.25	-
04/30/2021	-	-	-	-	589,837.50
07/10/2021	185,000.00	5.000%	205,231.25	390,231.25	-
01/10/2022	-	-	200,606.25	200,606.25	-
04/30/2022	-	-	-	-	590,837.50
07/10/2022	180,000.00	5.000%	200,606.25	380,606.25	-
01/10/2023	-	-	196,106.25	196,106.25	-
04/30/2023	-	-	-	-	576,712.50
07/10/2023	195,000.00	5.000%	196,106.25	391,106.25	-
01/10/2024	-	-	191,231.25	191,231.25	-
04/30/2024	-	-	-	-	582,337.50
07/10/2024	205,000.00	5.000%	191,231.25	396,231.25	-
01/10/2025	-	-	186,106.25	186,106.25	-
04/30/2025	-	-	-	-	582,337.50
07/10/2025	215,000.00	5.000%	186,106.25	401,106.25	-
01/10/2026	-	-	180,731.25	180,731.25	-
04/30/2026	-	-	-	-	581,837.50
07/10/2026	225,000.00	5.000%	180,731.25	405,731.25	-
01/10/2027	-	-	175,106.25	175,106.25	-
04/30/2027	-	-	-	-	580,837.50

FINAL

Beil County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/10/2027	240,000.00	5.000%	175,106.25	415,106.25	-
01/10/2028	-	-	169,106.25	169,106.25	-
04/30/2028	-	-	-	-	584,212.50
07/10/2028	250,000.00	5.000%	169,106.25	419,106.25	-
01/10/2029	-	-	162,856.25	162,856.25	-
04/30/2029	-	-	-	-	581,962.50
07/10/2029	335,000.00	5.000%	162,856.25	497,856.25	-
01/10/2030	-	-	154,481.25	154,481.25	-
04/30/2030	-	-	-	-	652,337.50
07/10/2030	520,000.00	5.000%	154,481.25	674,481.25	-
01/10/2031	-	-	141,481.25	141,481.25	-
04/30/2031	-	-	-	-	815,962.50
07/10/2031	540,000.00	4.000%	141,481.25	681,481.25	-
01/10/2032	-	-	130,681.25	130,681.25	-
04/30/2032	-	-	-	-	812,162.50
07/10/2032	565,000.00	5.000%	130,681.25	695,681.25	-
01/10/2033	-	-	116,556.25	116,556.25	-
04/30/2033	-	-	-	-	812,237.50
07/10/2033	595,000.00	5.000%	116,556.25	711,556.25	-
01/10/2034	-	-	101,681.25	101,681.25	-
04/30/2034	-	-	-	-	813,237.50
07/10/2034	625,000.00	5.000%	101,681.25	726,681.25	-
01/10/2035	-	-	86,056.25	86,056.25	-
04/30/2035	-	-	-	-	812,737.50
07/10/2035	655,000.00	4.250%	86,056.25	741,056.25	-
01/10/2036	-	-	72,137.50	72,137.50	-
04/30/2036	-	-	-	-	813,193.75
07/10/2036	690,000.00	5.000%	72,137.50	762,137.50	-
01/10/2037	-	-	54,887.50	54,887.50	-
04/30/2037	-	-	-	-	817,025.00
07/10/2037	720,000.00	5.000%	54,887.50	774,887.50	-
01/10/2038	-	-	36,887.50	36,887.50	-
04/30/2038	-	-	-	-	811,775.00
07/10/2038	760,000.00	5.000%	36,887.50	796,887.50	-
01/10/2039	-	-	17,887.50	17,887.50	-
04/30/2039	-	-	-	-	814,775.00
07/10/2039	795,000.00	4.500%	17,887.50	812,887.50	-
04/30/2040	-	-	-	-	812,887.50
Total	\$8,670,000.00	-	\$7,803,005.21	\$16,473,005.21	-

FINAL

Bell County Water Control & Improvement District No. 1

Water System Revenue Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Part 3 of 3

Yield Statistics

Bond Year Dollars	\$162,034.17
Average Life	18.689 Years
Average Coupon	4.8156542%
Net Interest Cost (NIC)	4.5243509%
True Interest Cost (TIC)	4.3818295%
Bond Yield for Arbitrage Purposes	4.1482003%
All Inclusive Cost (AIC)	4.5644410%

IRS Form 8038

Net Interest Cost	4.2801538%
Weighted Average Maturity	18.479 Years

Addendum No. 5
(City of Copperas Cove)

This Addendum No. 5 relates to that certain Amended and Restated Water Supply Contract, dated as of April 1, 2004 (the "Original Contract"), by and between the Bell County Water Control and Improvement District No. 1 and the City of Copperas Cove, Texas (the "Purchaser"), as amended by that certain First Amendment to Amended and Restated Water Supply Contract, dated as of April 27, 2006 (the "First Amendment"), and that certain Second Amendment to Amended and Restated Water Supply Contract, dated as of January 29, 2014 (the "Second Amendment" and, together with the Original Contract and the First Amendment, the "Water Supply Contract"), and is an addendum to the Water Supply Contract for all purposes, including, particularly, for the purposes of Paragraph 9 and Paragraph 12 of the Water Supply Contract.

Bond Name: Bell County Water Control and Improvement District No. 1 Water System Revenue Refunding Bonds, Series 2014 (the "Bonds")

Principal Amount: \$7,790,000

Purposes: Refunding of outstanding Bell County Water Control and Improvement District No. 1 Water System Revenue Bonds.

Allocation of Debt Service on the Bonds:

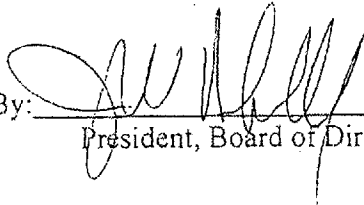
<u>Customer</u>	<u>Debt Service Percentage</u>
City of Killeen	61.2323%
City of Copperas Cove	18.2927
City of Harker Heights	17.1374
City of Belton	-0-
Bell County Water Control and Improvement District No. 3	1.6688
439 Water Supply Corporation	<u>1.6688</u>
	100.0000

Based on the Debt Service Percentages set forth above, the principal amount of the Bonds to be allocated to and charged to the Purchaser is \$1,425,000. The debt service requirements relating to such principal amount shall be charged to the Purchaser as fixed charges in accordance with Paragraph 9 of the Water Supply Contract and shall be charged substantially in accordance with the schedule set forth in Exhibit A to this Addendum No. 5. The amounts shown in such schedule do not include any amounts that may be included in fixed charges for deposit into the debt service reserve fund for the Bonds or for payment of debt service on any other bonds of the District. Further, the Purchaser recognizes that the District will bill and collect fixed charges allocable to the Purchaser through its monthly billing process.

The final pricing of the Bonds will affect the debt service schedule set forth in Exhibit A. Following the final pricing of the Bonds, the District will provide to the Purchaser an amended Exhibit A and this Addendum No. 5 shall be deemed to be amended to incorporate and conform to the amended Exhibit A.

EXECUTED this 11th day of March, 2014, in Bell County, Texas.

BELL COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1

By: 

President, Board of Directors

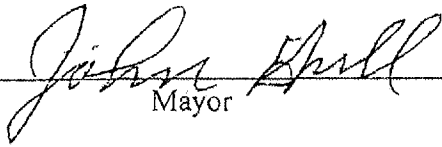
ATTEST:



Secretary, Board of Directors

*Signature Page to Addendum No. 5
City of Copperas Cove*

CITY OF COPPERAS COVE, TEXAS



Mayor

ATTEST:



Interim City Secretary

*Signature Page to Addendum No. 5
City of Copperas Cove*

FINAL

Bell County Water Control & Improvement District No. 1

Water System Revenue Refunding Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/15/2014	-	-	-	-	-
07/10/2014	-	-	9,084.38	9,084.38	-
01/10/2015	-	-	19,237.50	19,237.50	-
04/30/2015	-	-	-	-	28,321.88
07/10/2015	-	-	19,237.50	19,237.50	-
01/10/2016	-	-	19,237.50	19,237.50	-
04/30/2016	-	-	-	-	38,475.00
07/10/2016	-	-	19,237.50	19,237.50	-
01/10/2017	-	-	19,237.50	19,237.50	-
04/30/2017	-	-	-	-	38,475.00
07/10/2017	-	-	19,237.50	19,237.50	-
01/10/2018	-	-	19,237.50	19,237.50	-
04/30/2018	-	-	-	-	38,475.00
07/10/2018	-	-	19,237.50	19,237.50	-
01/10/2019	-	-	19,237.50	19,237.50	-
04/30/2019	-	-	-	-	38,475.00
07/10/2019	95,000.00	2.700%	19,237.50	114,237.50	-
01/10/2020	-	-	17,955.00	17,955.00	-
04/30/2020	-	-	-	-	132,192.50
07/10/2020	130,000.00	2.700%	17,955.00	147,955.00	-
01/10/2021	-	-	16,200.00	16,200.00	-
04/30/2021	-	-	-	-	164,155.00
07/10/2021	135,000.00	2.700%	16,200.00	151,200.00	-
01/10/2022	-	-	14,377.50	14,377.50	-
04/30/2022	-	-	-	-	165,577.50
07/10/2022	140,000.00	2.700%	14,377.50	154,377.50	-
01/10/2023	-	-	12,487.50	12,487.50	-
04/30/2023	-	-	-	-	166,865.00
07/10/2023	145,000.00	2.700%	12,487.50	157,487.50	-
01/10/2024	-	-	10,530.00	10,530.00	-
04/30/2024	-	-	-	-	168,017.50
07/10/2024	150,000.00	2.700%	10,530.00	160,530.00	-
01/10/2025	-	-	8,505.00	8,505.00	-
04/30/2025	-	-	-	-	169,035.00
07/10/2025	150,000.00	2.700%	8,505.00	158,505.00	-
01/10/2026	-	-	6,480.00	6,480.00	-
04/30/2026	-	-	-	-	164,985.00
07/10/2026	155,000.00	2.700%	6,480.00	161,480.00	-
01/10/2027	-	-	4,387.50	4,387.50	-
04/30/2027	-	-	-	-	165,867.50

14 wr sys ref (3/11) FIN | Copperas Cove | 3/14/2014 | 9:50 AM

FINAL

Bell County Water Control & Improvement District No. 1

Water System Revenue Refunding Bonds, Series 2014

Copperas Cove Portion

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/10/2027	160,000.00	2.700%	4,387.50	164,387.50	-
01/10/2028	-	-	2,227.50	2,227.50	-
04/30/2028	-	-	-	-	166,615.00
07/10/2028	165,000.00	2.700%	2,227.50	167,227.50	-
04/30/2029	-	-	-	-	167,227.50
Total	\$1,425,000.00	-	\$387,759.38	\$1,812,759.38	-

Yield Statistics

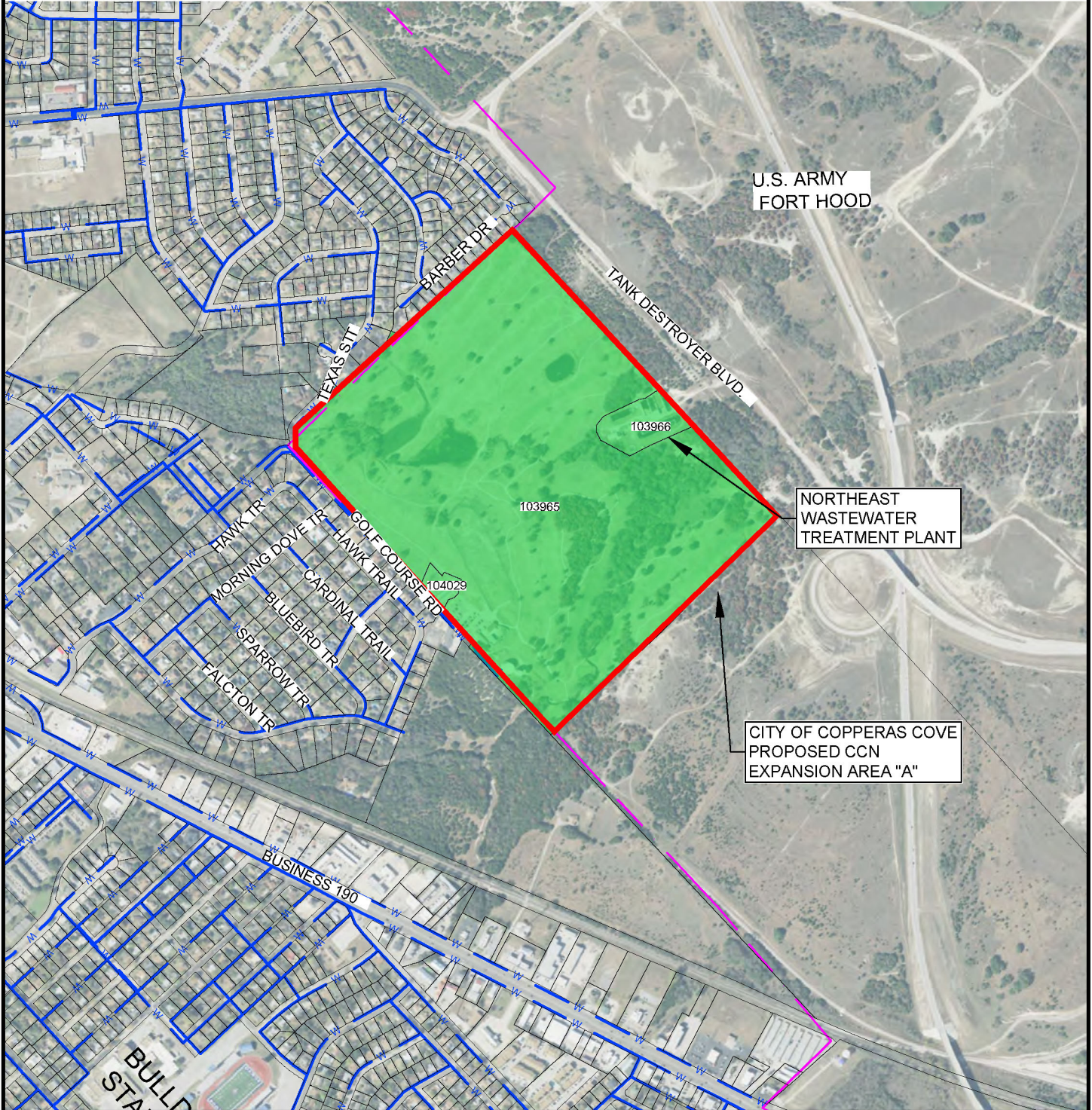
Bond Year Dollars	\$14,361.46
Average Life	10.078 Years
Average Coupon	2.7000000%
Net Interest Cost (NIC)	2.7000000%
True Interest Cost (TIC)	2.7002579%
Bond Yield for Arbitrage Purposes	2.7003491%
All Inclusive Cost (AIC)	2.9810928%
IRS Form 8038	
Net Interest Cost	2.7000000%
Weighted Average Maturity	10.078 Years

LEGEND

- PROP. WATER CCN EXPANSION BOUNDARY
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- EXISTING CUSTOMERS



SCALE: 1" = 1,000'
 0 500 1,000



P:\Projects\6019 City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CHD\Initial\DOCKET E32008 - CCN MAPS - EXISTING CUSTOMERS.dwg, Aug 26, 2021 - 5:29pm



**UTILITY
 ENGINEERING
 GROUP** PLLC

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
 Texas Engineering Firm F-18712

SCALE: 1" = 1,000
 DATE: 26 August, 2021
 PROJECT NO: 5019-11
 DESIGNED BY: co
 DRAWN BY: co
 CHECKED BY:

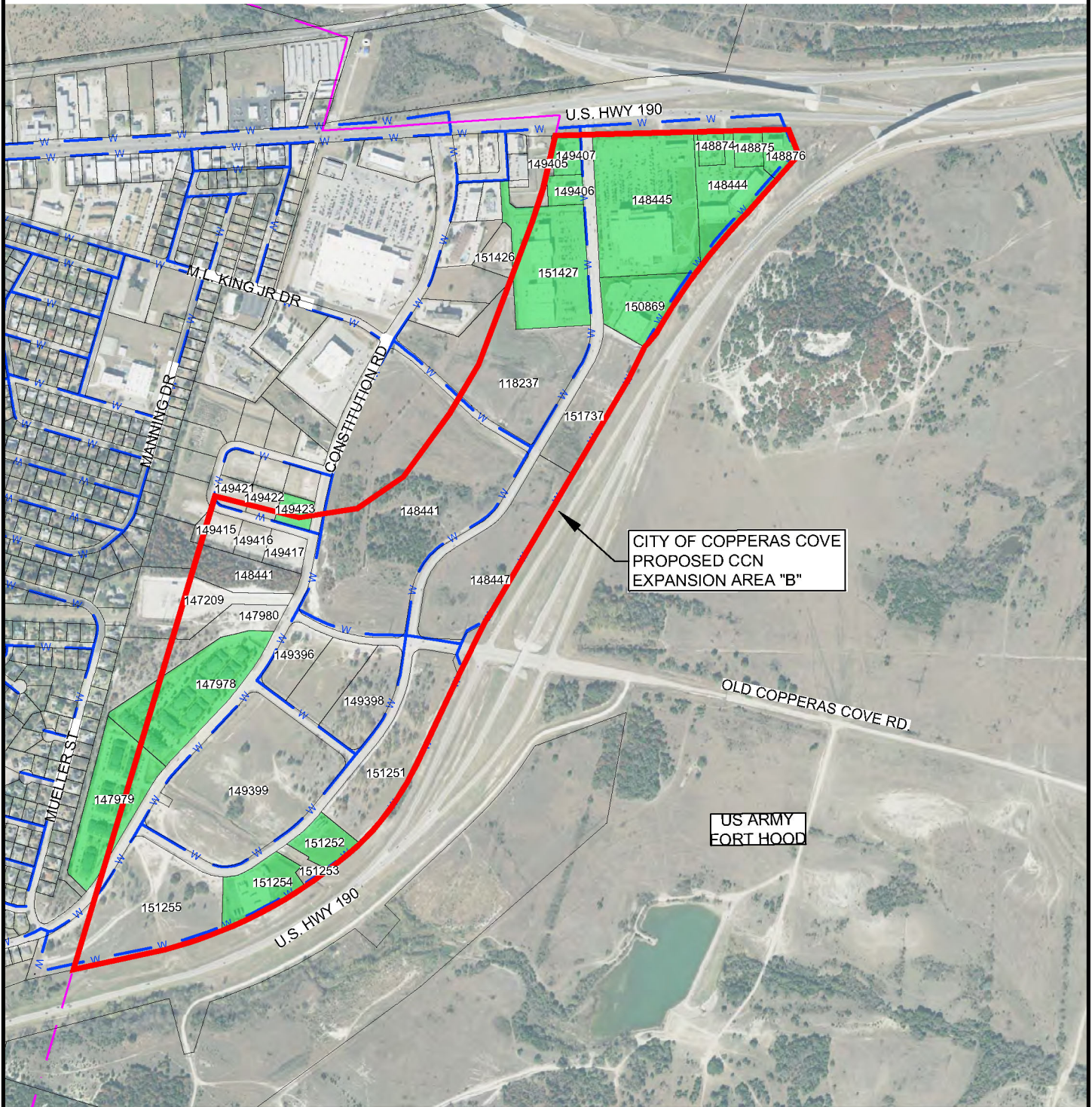
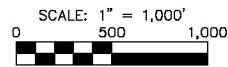
**CITY OF COPPERAS COVE
 EXISTING CUSTOMERS IN PROPOSED
 CCN EXHIBIT**

PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
 AREA "A"

SHEET: 1 OF 1

LEGEND

- PROP. WATER CCN EXPANSION BOUNDARY
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- EXISTING CUSTOMERS



CITY OF COPPERAS COVE
PROPOSED CCN
EXPANSION AREA "B"

US ARMY
FORT HOOD

P:\Projects\6019 City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CHD\B\Title\DOCKET E32009 - CCN MAPS - EXISTING CUSTOMERS.dwg, Aug 26, 2021 - 5:30pm



**UTILITY
ENGINEERING
GROUP** PLLC

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
Texas Engineering Firm F-18712

SCALE: 1" = 1,000
DATE: 26 August, 2021
PROJECT NO: 5019-11
DESIGNED BY: co
DRAWN BY: co
CHECKED BY:

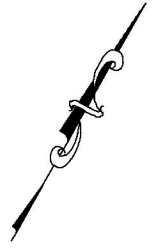
CITY OF COPPERAS COVE
EXISTING CUSTOMERS IN PROPOSED
CCN EXHIBIT

PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
AREA "B"

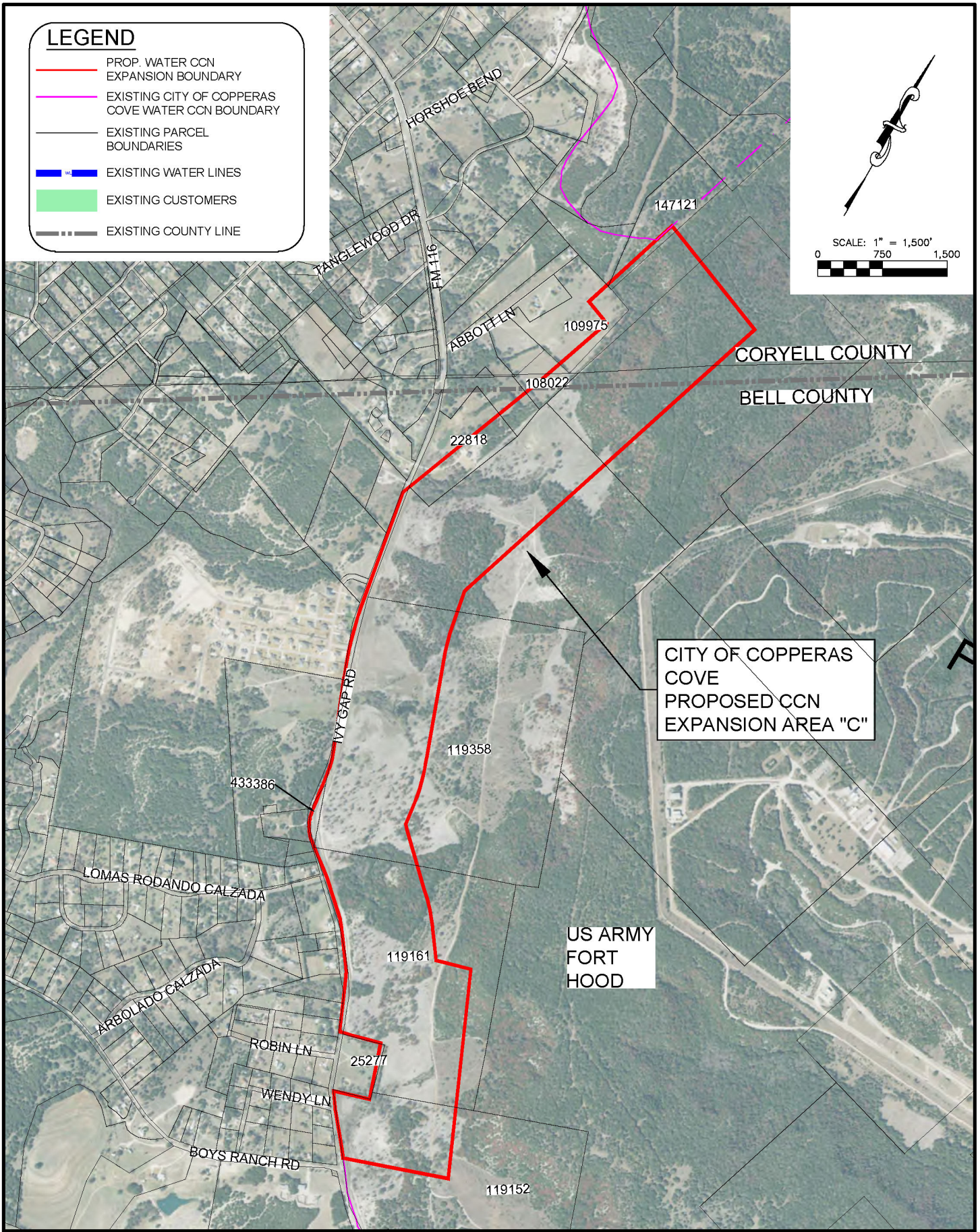
SHEET: 1 OF 1

LEGEND

- PROP. WATER CCN EXPANSION BOUNDARY
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- EXISTING CUSTOMERS
- EXISTING COUNTY LINE



SCALE: 1" = 1,500'
 0 750 1,500



CITY OF COPPERAS COVE
 PROPOSED CCN
 EXPANSION AREA "C"

US ARMY
 FORT
 HOOD

P:\Projects\6019 City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CHD\Initial\DOCKET E32008 - CCN MAPS - EXISTING CUSTOMERS.dwg, Aug 26, 2021 - 5:35pm



**UTILITY
 ENGINEERING
 GROUP PLLC**

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
 Texas Engineering Firm F-18712

SCALE: 1" = 1,500
DATE: 26 August, 2021
PROJECT NO: 5019-11
DESIGNED BY: co
DRAWN BY: co
CHECKED BY:

CITY OF COPPERAS COVE
 EXISTING CUSTOMERS IN PROPOSED
 CCN EXHIBIT

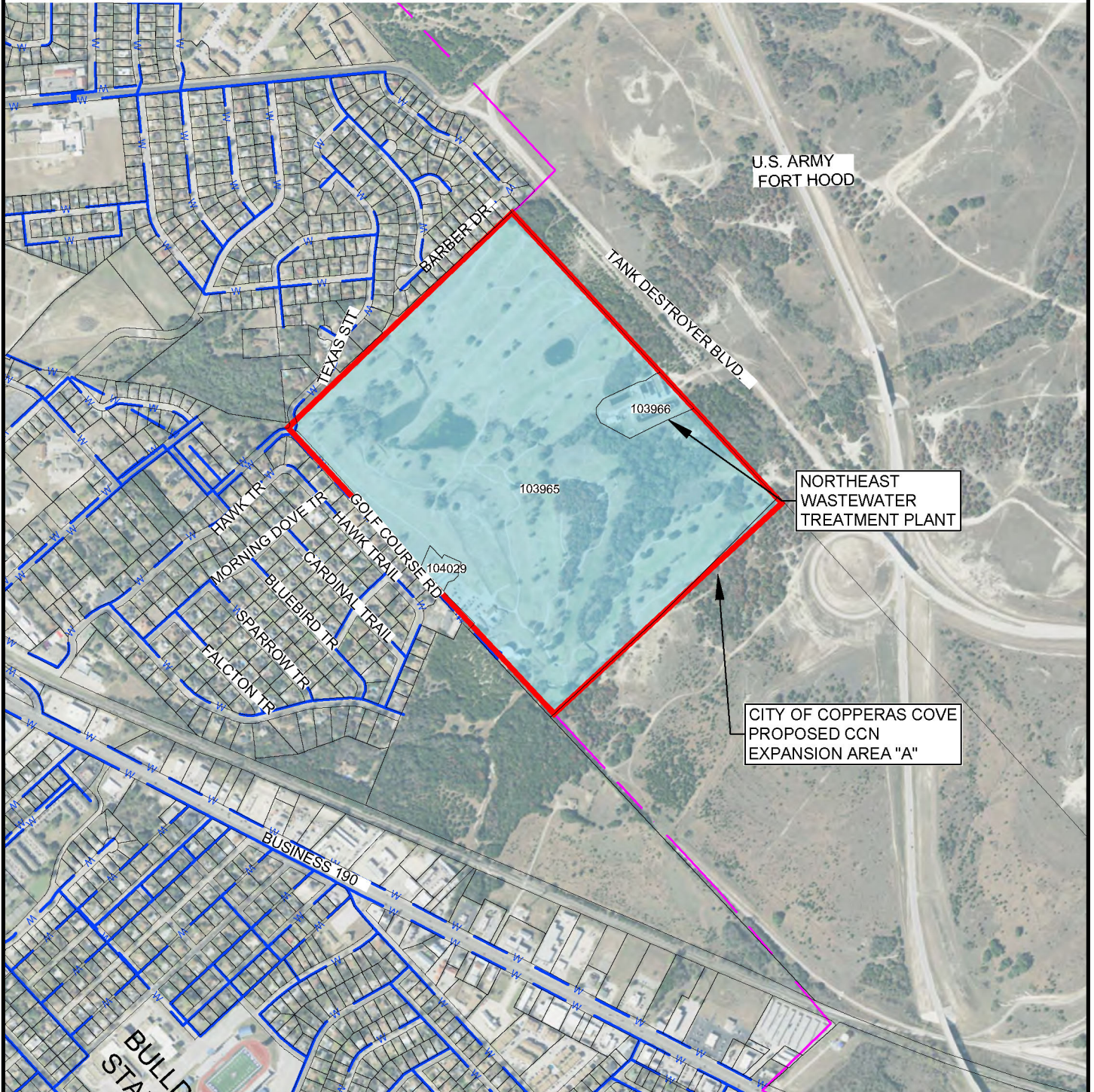
PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
 AREA "C"

LEGEND

- PROP. WATER CCN EXPANSION AREA
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- PARCELS WITH PORTION INSIDE EXISTING CCN



SCALE: 1" = 1,000'
0 500 1,000



P:\Projects\5019-City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CD\InterID\DOCKET 52809 - CCN MAPS - PORTION IN EXISTING CCN.dwg, Aug 28, 2021 - 5:55pm



**UTILITY
ENGINEERING
GROUP** PLLC

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
Texas Engineering Firm F-18712

SCALE: 1" = 1,000
DATE: 26 August, 2021
PROJECT NO: 5019-11
DESIGNED BY: co
DRAWN BY: co
CHECKED BY:

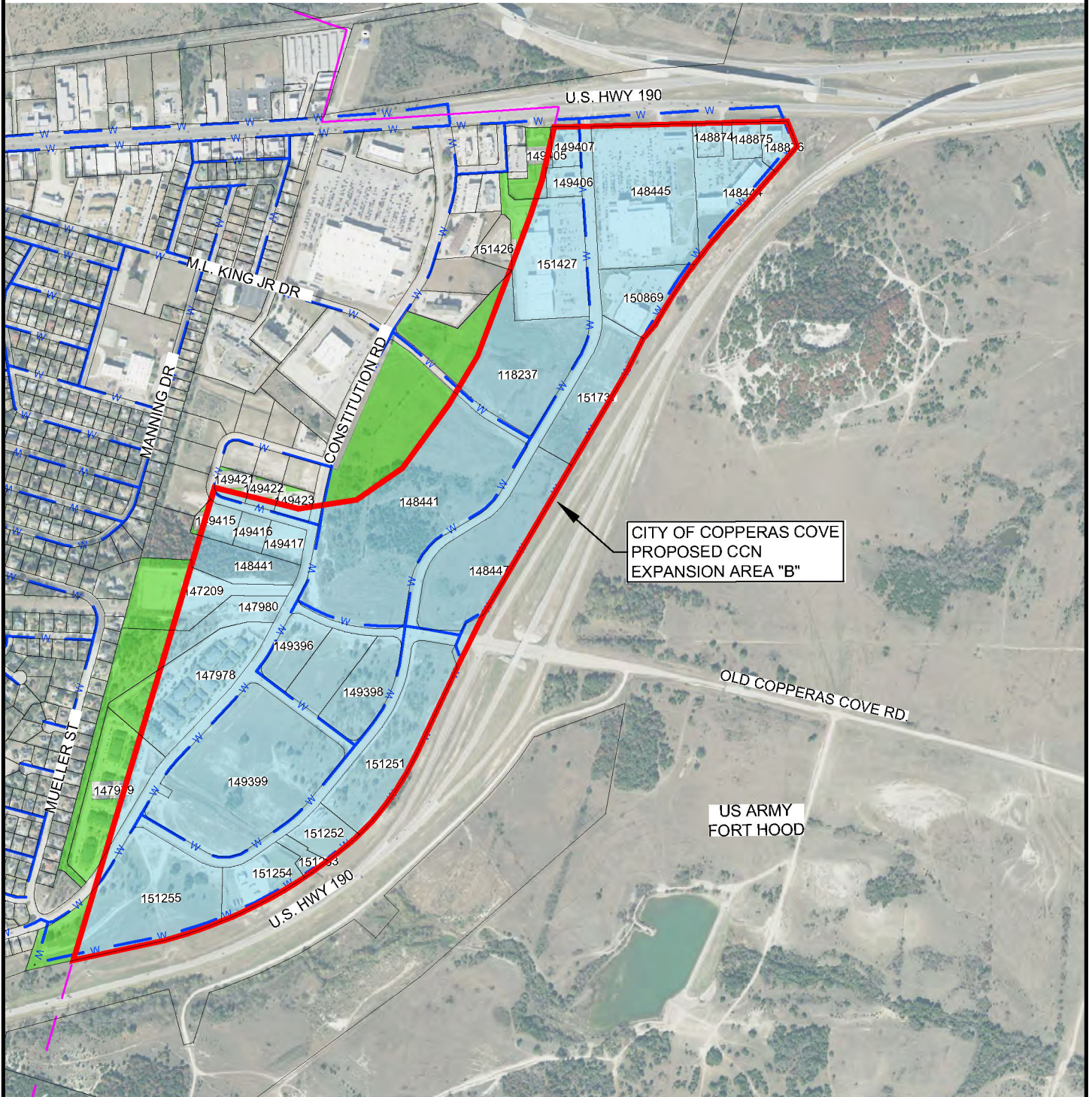
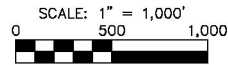
CITY OF COPPERAS COVE
PARCELS WITH PORTION INSIDE EXISTING CCN
EXHIBIT

PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
AREA "A"

SHEET: 1 OF 1

LEGEND

- PROP. WATER CCN EXPANSION AREA
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- PARCELS WITH PORTION INSIDE EXISTING CCN



P:\Projects\5019-City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CD\EXHIBIT\DOCKET 52309 - CCN MAPS - PORTION IN EXISTING CCN.dwg, Aug 26, 2021 - 5:56pm



**UTILITY
ENGINEERING
GROUP PLLC**

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
Texas Engineering Firm F-18712

SCALE: 1" = 1,000
DATE: 26 August, 2021
PROJECT NO: 5019-11
DESIGNED BY: co
DRAWN BY: co
CHECKED BY:

CITY OF COPPERAS COVE
PARCELS WITH PORTION INSIDE EXISTING CCN
EXHIBIT

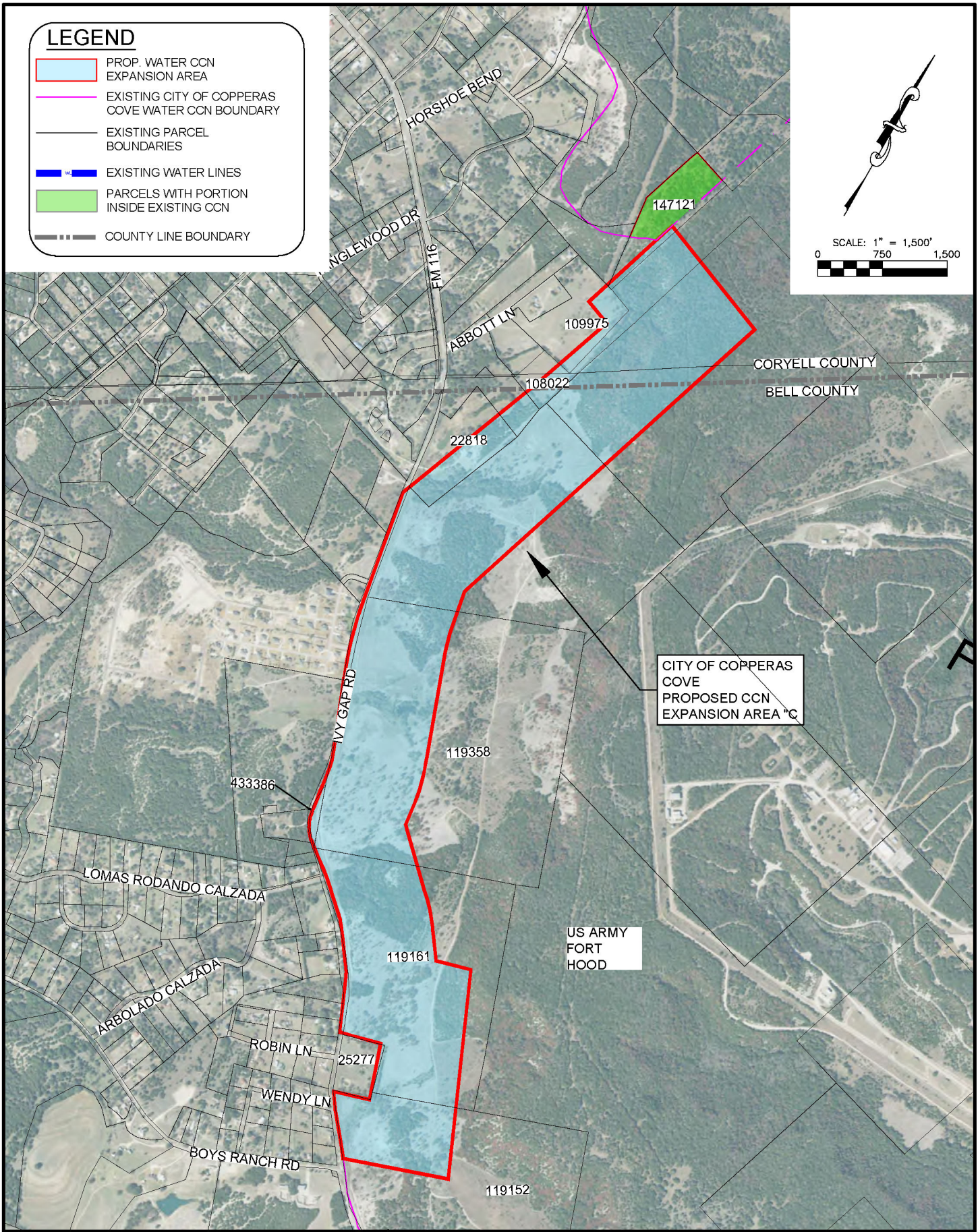
PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
AREA "B"

LEGEND

- PROP. WATER CCN EXPANSION AREA
- EXISTING CITY OF COPPERAS COVE WATER CCN BOUNDARY
- EXISTING PARCEL BOUNDARIES
- EXISTING WATER LINES
- PARCELS WITH PORTION INSIDE EXISTING CCN
- COUNTY LINE BOUNDARY



SCALE: 1" = 1,500'
 0 750 1,500



CITY OF COPPERAS COVE
 PROPOSED CCN
 EXPANSION AREA "C"

US ARMY
 FORT
 HOOD

P:\Projects\5019 City of Copperas Cove\11 - Ext. Copperas Cove CCN Application\CCN\EXHIBIT\DOCKET 52809 - CCN MAPS - PORTION IN EXISTING CCN.dwg, Aug 28, 2021 - 5:57pm



**UTILITY
 ENGINEERING
 GROUP PLLC**

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
 Texas Engineering Firm F-18712

SCALE: 1" = 1,500
DATE: 26 August, 2021
PROJECT NO: 5019-11
DESIGNED BY: co
DRAWN BY: co
CHECKED BY:

CITY OF COPPERAS COVE
 PARCELS WITH PORTION INSIDE EXISTING CCN
 EXHIBIT

PROPOSED CITY OF COPPERAS COVE CCN - EXPANSION
 AREA "C"

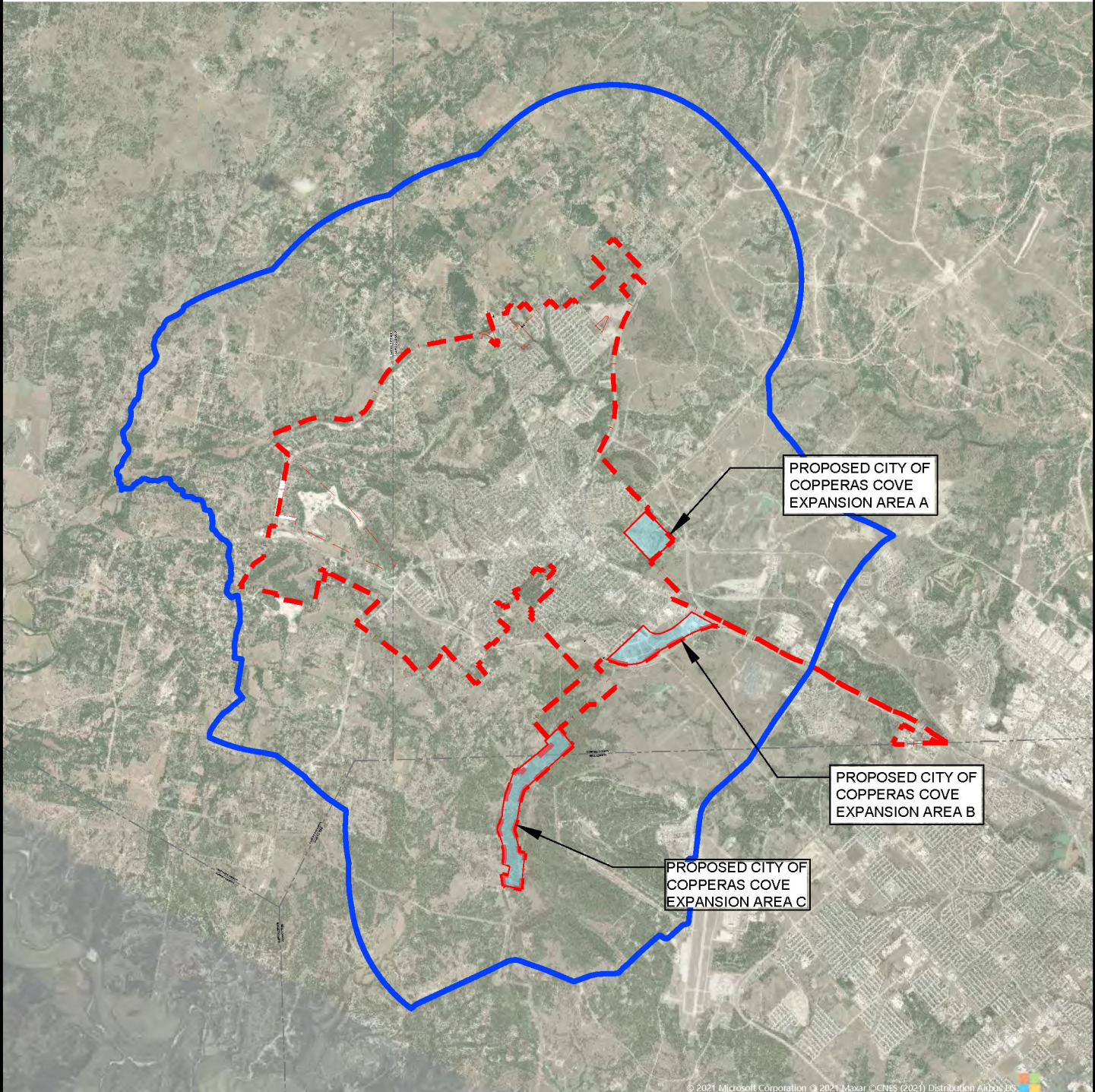
Parcel ID	Current Customer (Y/N)	Request for Service (Y/N)	Existing Facilities (Y/N)	Portion Inside Current CCN (Y/N)	Intermediate Parcel (Y/N)	Outside City Limits (Y/N)	Outside ETJ (Y/N)	Owner	Mailing Address	Property Address
103965	Y	N	Y	N	N	N	N	CITY OF COPPERAS COVE	PO BOX 1449, COPPERAS COVE, TX 76522-5449	1405 GOLF COURSE RD, COPPERAS COVE, TX 76522
103966	Y	N	Y	N	N	N	N	CITY OF COPPERAS COVE	PO BOX 1449, COPPERAS COVE, TX 76522-5449	1203 GOLF COURSE RD, COPPERAS COVE, TX 76522
104029	Y	N	Y	N	N	N	N	CITY OF COPPERAS COVE	PO BOX 1449, COPPERAS COVE, TX 76522-5449	1408 GOLF COURSE RD, COPPERAS COVE, TX 76522
118237	N	N	Y	Y	N	N	N	C-COVE 90 PARTNERS LTD	500 W 5TH ST, STE 700, AUSTIN, TX 78701	2970 E BUS HWY 190, COPPERAS COVE, TX 76522
147209	N	N	Y	Y	N	N	N	ONCOR ELECTRIC DELIVERY CO FKA TXU	STATE & LOCAL TAX DEPARTMENT	602 CONSTITUTION DR, COPPERAS COVE, TX 76522
147978	Y	N	Y	Y	N	N	N	CONSTITUTION COURT LTD	PO BOX 3189, BRYAN, TX 77805-3189	712 CONSTITUTION DR, COPPERAS COVE, TX 76522
147979	Y	N	Y	Y	N	N	N	CONSTITUTION COURT PHASE II LTD	PO BOX 3189, BRYAN, TX 77805-3189	722 CONSTITUTION DR, COPPERAS COVE, TX 76522
147980	N	N	Y	Y	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	702 CONSTITUTION DR, COPPERAS COVE, TX 76522
148441	N	N	Y	Y	N	N	N	C-COVE 90 PHASE II LTD	500 WEST 5TH ST, STE 700, AUSTIN, TX 78701	M L KING JR DR, COPPERAS COVE, TX 76522
148444	Y	N	Y	N	N	N	N	YERBY FIVE HILLS I LLC ETAL	2160 EDGE COURT DR, HILLSBOROUGH, CA 94010-6312	3010 E BUS HWY 190, COPPERAS COVE, TX 76522
148445	Y	N	Y	N	N	N	N	HEB GROCERY CO LP	C/O PROPERTY TAX DEPT, PO BOX 839999, SAN ANTONIO, TX 78283-3999	2990 E BUS HWY 190, COPPERAS COVE, TX 76522
148447	N	N	Y	N	N	N	N	C-COVE 90 PHASE II LTD	500 WEST 5TH ST, STE 700, AUSTIN, TX 78701	M L KING JR DR, COPPERAS COVE, TX 76522
148874	Y	N	Y	N	N	N	N	ROSEBRIAR COPPERAS COVE LLC	ADAM SUMRALL, 10017 TECHNOLOGY BLVD W, DALLAS, TX 75220-4316	3006 E BUS HWY 190, COPPERAS COVE, TX 76522
148875	Y	N	Y	N	N	N	N	ROSS FAMILY TRUST APRIL 2 2015	ROSS FAMILY TRUST, 500 W 5TH ST, STE 700, AUSTIN, TX 78701	3014 E BUS HWY 190, COPPERAS COVE, TX 76522
148876	Y	N	Y	N	N	N	N	JBK C-COVE LLC	1114 E SEMINARY DR, FORT WORTH, TX 76115	3018 E BUS HWY 190, COPPERAS COVE, TX 76522
149396	N	N	Y	N	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	1909 CHARLES TILLMAN WAY, COPPERAS COVE, TX 76522
149397	N	N	Y	N	N	N	N	CITY OF COPPERAS COVE	PO BOX 1449, COPPERAS COVE, TX 76522-5449	1951 CHARLES TILLMAN WAY, COPPERAS COVE, TX 76522
149398	N	N	Y	N	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	1993 CHARLES TILLMAN WAY, COPPERAS COVE, TX 76522
149399	N	N	Y	N	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	552 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
149405	N	N	Y	Y	N	N	N	C-COVE 90 LOT 3B LTD	500 W 5TH ST, STE 700, AUSTIN, TX 78701	2964 E BUS HWY 190, COPPERAS COVE, TX 76522
149406	Y	N	Y	N	N	N	N	CPT DEVELOPMENTS LLC	1683 WALNUT GROVE AVE, ROSEMEAD, CA 91770-3711	208 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
149407	Y	N	Y	Y	N	N	N	LEVINE INVESTMENTS LTD PARTNERSHIP	2201 E CAMELBACK RD, STE 650, PHOENIX, AZ 85016-3457	202 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
149415	N	N	Y	Y	N	N	N	COPPERAS COVE INDUSTRIAL FOUNDATION INC	1406 S FM 116, STE C, COPPERAS COVE, TX 76522-3667	1843 PATRIOT CIR, COPPERAS COVE, TX 76522
149416	N	N	Y	N	N	N	N	COPPERAS COVE INDUSTRIAL FOUNDATION INC	1406 S FM 116, STE C, COPPERAS COVE, TX 76522-3667	1849 PATRIOT CIR, COPPERAS COVE, TX 76522
149417	N	N	Y	N	N	N	N	COPPERAS COVE INDUSTRIAL FOUNDATION INC	1406 S FM 116, STE C, COPPERAS COVE, TX 76522-3667	1855 PATRIOT CIR, COPPERAS COVE, TX 76522
149421	N	N	Y	Y	N	N	N	COPPERAS COVE INDUSTRIAL FOUNDATION INC	1406 S FM 116, STE C, COPPERAS COVE, TX 76522-3667	1844 PATRIOT CIR, COPPERAS COVE, TX 76522
149422	N	N	Y	Y	N	N	N	COPPERAS COVE INDUSTRIAL FOUNDATION INC	1406 S FM 116, STE C, COPPERAS COVE, TX 76522-3667	1850 PATRIOT CIR, COPPERAS COVE, TX 76522
149423	Y	N	Y	Y	N	N	N	ELENZ TEAM LLC	4741 FM 2913, KEMPNER, TX 76539	1856 PATRIOT CIR, COPPERAS COVE, TX 76522
150869	Y	N	Y	N	N	N	N	AVG FITNESS TXOK LLC	9595 WILSHIRE BLVD, STE 700, BEVERLY HILLS, CA 90212	249 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151251	N	N	Y	N	N	N	N	FIELDSTONE COMMERCIAL LLC	1406 SOUTH FM 116, STE C, COPPERAS COVE, TXD 76522	447 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151252	Y	N	Y	N	N	N	N	TX190 LLC	PO BOX 143346, CORAL GABLES, FL 33114	547 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151253	N	N	Y	N	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	553 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151254	Y	N	Y	N	N	N	N	TX190 LLC	PO BOX 143346, CORAL GABLES, FL 33114	559 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151255	N	N	Y	Y	N	N	N	COPPERAS COVE ECONOMIC	DEVELOPMENT CORP, 210 S 1ST ST, COPPERAS COVE, TX 76522-2102	579 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151426	N	N	Y	N	N	N	N	FIVE HILLS LTD	4560 BELTLINE RD, STE 400, ADDISON, TX 75001	224 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151427	Y	N	Y	Y	N	N	N	FIVE HILLS LTD	4560 BELTLINE RD, STE 400, ADDISON, TX 75001	232 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
151737	N	N	Y	N	N	N	N	C-COVE 90 PARTNERS LTD	500 W 5TH ST, STE 700, AUSTIN, TX 78701	271 ROBERT GRIFFIN III BLVD, COPPERAS COVE, TX 76522
109975	N	N	N	N	N	N	N	ELLEN & JAMES F DUNN	2720 ABBOTT LN, KEMPNER, TX 76539	2720 ABBOTT LN KEMPNER, TX 76539
147121	N	N	N	Y	N	N	N	CITY OF COPPERAS COVE	PO BOX 1449, COPPERAS COVE, TX 76522-5449	FM 116 TX
119152	N	N	N	N	N	N	N	US GOVERNMENT	BUREAU OF LAND MANAGEMENT, WASHINGTON, DC 20013	IVY GAP RD BELL COUNTY RURAL, TX
25277	N	N	N	N	N	N	N	MELVIN L COWAN	3501 IVY GAP RD, KEMPNER, TX 76539	3501 IVY GAP RD BELL COUNTY RURAL, TX
119161	N	N	N	N	N	N	N	US GOVERNMENT	BUREAU OF LAND MANAGEMENT, WASHINGTON, DC 20013	IVY GAP RD BELL COUNTY RURAL, TX
433386	N	N	N	N	N	N	N	MORGAN ALBERT HOOTEN & GRACEY INES TRUST	3366 IVY GAP RD KEMPNER, TX 76539	IVY GAP RD BELL COUNTY RURAL, TX
119358	N	N	N	N	N	N	N	US GOVERNMENT	BUREAU OF LAND MANAGEMENT, WASHINGTON, DC 20013	IVY GAP RD BELL COUNTY RURAL, TX
22818	N	N	N	N	N	N	N	JAMES W II ETUX ALECIA A CLARK	3023 S FM 116, KEMPNER, TX 76539	3023 S FM 116 BELL COUNTY RURAL, TX
108022	N	N	N	N	N	N	N	ELLEN & JAMES DUNN	2720 ABBOTT RD LN, KEMPNER, TX 76539	IVY GAP RD BELL COUNTY RURAL, TX
110112	N	N	N	N	N	N	N	BERRY JAMES S	2981 S FM 116, KEMPNER, TX 76539-6813	2981 S FM 116 KEMPNER, TX 76539

LEGEND

- PROP. WATER CCN EXPANSION AREA
- EXISTING CITY OF COPPERAS COVE CITY LIMITS
- EXISTING CITY OF COPPERAS COVE ETJ BOUNDARIES



SCALE: 1" = 1,000'
 0 500 1,000



P:\Projects\5019-City of Copperas Cove\11 - East Copperas Cove CCN Application\CCN\ENR\DOC\ET 52309 - CCN MAPS.dwg, Aug 26, 2021, 6:29pm

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**UTILITY
 ENGINEERING
 GROUP PLLC**

256 Comal Ave NEW BRAUNFELS, TEXAS 78130 PH: (830) 214-0521
 Texas Engineering Firm F-18712

SCALE: 1" = 1,000
 DATE: 26 August, 2021
 PROJECT NO: 5019-11
 DESIGNED BY: co
 DRAWN BY: co
 CHECKED BY:

**CITY OF COPPERAS COVE
 CITY LIMIT & ETJ EXHIBIT**

PROPOSED CITY OF COPPERAS COVE CCN EXPANSION