

**SKG**  
**ENGINEERING, LLC**  
SURVEYING • ENVIRONMENTAL • LAB/CMT

708 SOUTH ABILE STREET  
SAN ANGELO, TEXAS 76903  
Firm No. 10102400  
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PHONE 325 655 1288  
FAX 325 657 8189



## **WATER CONTRACT**

This Water Purchase Contract ("Contract") is between the Upper Colorado River Authority ("UCRA") and the City of San Angelo, Texas ("COSA"), sometimes collectively referred to as "the Parties" or individually as "Party".

### **Recitals**

WHEREAS, UCRA is a water conservation and reclamation district organized and operating under, *inter alia*, Chapter 49 of the Texas Water Code charged with the control, storage, preservation, and distribution of the waters of the upper Colorado River and its tributaries for irrigation, power, and other useful purposes, the reclamation and irrigation of arid, semi-arid, and other land needing irrigation, and the conservation and development of the forests, water, and hydro-electric power of the State of Texas and has authority to operate and to serve the goals of water distribution and conservation in Tom Green and Coke Counties, and areas adjacent thereto; and

WHEREAS, COSA is a Texas home rule municipal corporation situated in Tom Green County, Texas which treats water for its municipal customers and has the ability to treat water for not only its own municipal customers, but also for the region; and

WHEREAS, UCRA is authorized to acquire up to 1,000 acre-feet per year of wholesale raw water from the O.C. Fisher Reservoir pursuant to that certain *Memorandum of Agreement Between the United States of America and The Upper Colorado River Authority for Transfer of Water Into and Out of O.C. Fisher Reservoir, Texas*, dated September 8, 2003 ("the O.C. Fisher Contract"); and

WHEREAS, a separate agreement dated October 17, 2000 also exists between UCRA and COSA concerning withdrawal of 500 acre-feet of water from O.C. Fisher Reservoir and providing for the City to make available untreated water to UCRA; and

WHEREAS, under an agreement dated April 19, 2011 COSA agreed to treat raw water for UCRA such that UCRA can make treated water available to rural communities and other entities outside the corporate limits of the City of San Angelo, with a shared purpose of reducing reliance by the constituents of such area on groundwater and to facilitate the conservation of underground water resources, especially in Tom Green County, Texas;

WHEREAS, UCRA and COSA continue to find it is in their best interest as well as the best interest of their constituents to continue to facilitate the access by the public to readily available treated water at reasonable prices outside the Extraterritorial Jurisdiction of COSA;

WHEREAS, In order to meet the contractual needs of its water customers during low water conditions at the O.C. Fisher Reservoir, UCRA requests COSA to agree to provide an additional 500 acre-feet of water per year until such time O.C. Fisher

Reservoir has the capacity to allow UCRA to meet the ongoing needs of its customers.

NOW THEREFORE, UCRA and COSA do hereby agree and enter into this Contract for COSA to provide and UCRA to receive an additional 500 acre-feet of treated water as more fully set forth below.

## **ARTICLE 1**

### **TERM**

1.1 This Contract shall begin on the Effective Date and shall continue for a period of twenty (20) years ("the Term").

## **ARTICLE 2**

### **PRIOR CONTRACTS**

2.1 UCRA and COSA recognize the prior contracts and agreements ("Prior Agreements") between the parties including the agreements executed October 17, 2000 and April 19, 2011 as well as the *Memorandum of Agreement Between the United States of America and The Upper Colorado River Authority for Transfer of Water Into and Out of O.C. Fisher Reservoir, Texas*, dated September 8, 2003 and agree that the rights, requirements, responsibilities of those contracts are not amended or restricted in any way unless expressly agreed in this contract. Prior Agreements are attached hereto as Exhibit "A".

2.2 COSA agrees to provide an additional 500 acre-feet of water to UCRA from the COSA system to supplement the water UCRA receives under Prior Agreements to assist the UCRA in meeting their contractual responsibilities to its customers.

2.3 The additional water provided under this Contract shall be under the same terms and conditions as found in Prior Agreements.

## **ARTICLE 3**

### **PAYMENT**

3.1 All water provided under this contract shall be provided at the same rate and with the same terms of adjustment, reimbursement and billing as agreed in Prior Agreements.

## **ARTICLE 4**

### **TERMINATION**

4.1 This Contract shall terminate as set forth below:

- (a) Upon the mutual agreement of both parties:
- (b) Upon the occurrence of a Force Majeure in which event either Party may terminate;
- (c) Upon the expiration of the term.

## **ARTICLE 5**

### **CONSERVATION AND LAWS**

5.1 The Parties agree that no part of this Contract shall be construed to contradict or relieve either Party from any obligation established by any state, federal, or locally mandated laws or regulations, including but not limited to laws, rules, or regulations pertaining to water conservation or drought contingency plans and UCRA agrees to use any water provided under this Contract in a manner consistent with such laws, regulations, or other directives.

5.2 The Parties agree that this Contract shall not be construed to contradict, alter, or amend any water conservation or drought contingency plan adopted or promulgated by UCRA or COSA. Accordingly, the terms of this Contract are expressly subject to the directives, mandates, agreements, and best practices set out in any such applicable plan. When any such plan is placed in effect or when conditions require the conservation, modification, curtailment, or restriction of the use of water or the practices of any Party in relation to water, the Parties agree to comply with the water conservation and drought contingency plans of both COSA and UCRA, where applicable.

5.3 Neither Party shall be required to take any action that would violate any restriction, or agreement which governs the place of use, volume, or diversion rate of water which is the subject of this Contract or Prior Agreements.

## **ARTICLE 6**

### **MISCELLANEOUS**

6.1 *Entire Agreement:* This Contract embodies the entire agreement between the Parties and supersedes all previous agreements, covenants, and contracts between them only to the extent expressly provided herein. There are no oral representations, express or implied warranties, agreements, or promises pertaining to this Contract which are not otherwise incorporated in writing in this Contract or Prior Agreements.

6.2 *Amendment of Agreement:* This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

6.3 *No Assignment:* This Contract may not be assigned nor any obligation hereunder delegated unless expressly provided herein. Notwithstanding the foregoing, COSA grants to UCRA the right to resell, deliver, or otherwise utilize any or all water provided under this Contract to any third party so long as UCRA does so in compliance with this Contract, Prior Agreements and all applicable laws, regulations, plans, or other applicable restrictions.

6.4 *Effective Date:* The Effective Date of this Contract shall be December 12, 2017.

6.5 *Attorney's Fees:* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs. The term "Prevailing Party" means that Party which the court finds and/or declares is the prevailing party, whether or not that Party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a Party to be found by the court to have prevailed. With respect to any non-monetary

claim, no equitable relief shall be necessary in order for a Party to be found by the court to have prevailed.

6.6 *Notices:* Any notice to be given under this Contract by either Party to the other shall be in writing with confirmation of delivery addressed as follows:

To UCRA:

The Upper Colorado River Authority  
512 Orient  
San Angelo, TX 76903  
Fax: 325.655.1371  
Attn: Chairperson

To COSA:

The City of San Angelo, Texas  
72 W. College  
San Angelo, TX 76903  
Attn: Water Utilities Director

All notices will be deemed to have been given on the date of mailing or transmission of such notice. Any Party may change its address upon five days' written notice to the other.

6.7 *No Waiver:* If either Party fails to insist on strict performance of any provision of this Contract, such failure shall not be deemed a waiver by such Party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Contract.

6.8 *Headings:* The section headings are not to be considered part of this Contract and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof.

6.9 *Choice of Law and Venue:* All amounts due under this Contract and all obligations of either Party, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tom Green County, Texas. It is further specifically agreed that Tom Green County, Texas, is a principal place of performance of this Contract. In the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Tom Green County, Texas. This agreement is governed by the laws of the State of Texas.

6.10 *Severability:* The provisions of this Contract are severable and in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

6.11 *Due Authorization and Binding Obligation:* Each Party represents to the other that this Contract has been duly authorized, executed and delivered by all necessary action of the Party, including approval of the Party's governing board or council, and is enforceable against the Party in accordance with its terms.

6.12 *Additional Documents:* UCRA and COSA each agree to execute any additional documents which are reasonably necessary to accomplish the intent of this Contract.

6.13 *Force Majeure:* In the event either Party is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Contract, other than the obligation of UCRA to make the payments required under the terms of this Contract, then the obligations of that Party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage, or accidents to dams, equipment, pipelines, canals, or other structures, partial or complete failure of water supply including pollution (accidental or intentional), and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

6.14 *Counterparts:* This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective directors, officers, or governing entities, have caused this Contract to be duly executed to be effective as of the day and year agreed, and in multiple counterparts, each of which shall constitute an original.

**THE UPPER COLORADO RIVER AUTHORITY**

By: Jeffie Roberts  
Chairperson  
(Mrs. Jeffie Roberts, Chairperson)

Dated: Dec. 19, 2017

Attest:

By: William Hood  
WILLIAM HOOD, Secretary

Approved as to Form:

DocuSigned by  
Theresa James  
Theresa James, City Attorney

**THE CITY OF SAN ANGELO, TEXAS**

DocuSigned by  
By: David Valenzuela  
David Valenzuela, City Manager

Dated: 12/22/2017 | 8:16 AM CST

Attest:

By: Bryan Kendrick  
Bryan Kendrick, City Clerk

Approved as to Content:

DocuSigned by  
Allison Strube  
Allison Strube, Interim Director of Water Utilities

**EXHIBIT A**  
**PRIOR AGREEMENTS**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UPPER COLORADO RIVER AUTHORITY  
AND  
CITY OF SAN ANGELO  
FOR  
TRANSFER OF WATER INTO AND OUT OF  
O. C. FISHER LAKE, TEXAS**

THIS MEMORANDUM OF AGREEMENT, entered into this 16 day of September, 2003 by and between the Upper Colorado River Authority and the City of San Angelo;

WITNESSETH THAT:

WHEREAS, pursuant to Public Law 228 of the 77<sup>th</sup> Congress, approved August 18, 1941, and Public Law 534, 78<sup>th</sup> Congress, approved December 22, 1944, the United States of America has constructed and is operating O. C. Fisher Lake; and,

WHEREAS, the Upper Colorado River Authority entered into a water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, with the United States of America under the authority of Section 6 of the Flood Contract Act of 1944; and

WHEREAS, water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, was renewed for an additional fifty years on October 1, 1999; and

WHEREAS, the Upper Colorado River Authority has the right under water conservation storage contract No. W-41-243-ENG-1545 to impound water on any given date above minimum elevation 1886.0 National Geodetic Vertical Datum (NGVD) and below maximum elevation 1908.0 NGVD; and

WHEREAS, the City of San Angelo desires the right to transfer water into and transfer water out of O. C. Fisher Reservoir.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The City of San Angelo shall have the right to transfer water into and out of O. C. Fisher Reservoir in accordance with and in the same manner as has been granted to the Upper Colorado River Authority as outlined in Memorandum of Agreement between the United States of America and the Upper Colorado River Authority for Transfer of Water Into and Out of O. C. Fisher Lake, Texas, dated Sept. 8, 2003. The transfer of water by the City of San Angelo shall be subject to all requirements imposed by the United States of America on the Upper Colorado River Authority under the aforementioned Memorandum of Agreement. The Memorandum of Agreement between the United States of America and Upper Colorado River Authority is contained under Exhibit "A" and incorporated herein for all purposes.



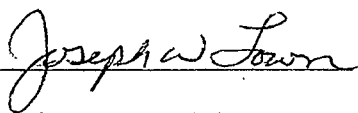
2. The City of San Angelo shall be liable for any and all costs associated with its transfer of water into or out of O. C. Fisher Reservoir, including any costs or expenses for such transfer of water by the City of San Angelo that the Upper Colorado River Authority may become liable for under the Memorandum of Agreement Between the United States of America and the Upper Colorado River Authority for the Transfer of Water Into and Out of O. C. Fisher Lake, Texas.
3. This agreement shall become effective on the date first stated above and shall continue in full force for the duration of any conservation storage contract that the Upper Colorado River Authority may currently have with, renew or enter into with the United States of America.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement.

CITY OF SAN ANGELO

UPPER COLORADO RIVER AUTHORITY

By: \_\_\_\_\_



Joseph W. Lown, Mayor

By: \_\_\_\_\_



Fred Campbell, Chairman of the Board  
Upper Colorado River Authority

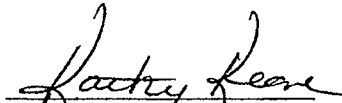
DATE: \_\_\_\_\_

September 16, 2003

DATE: \_\_\_\_\_

8-26-2003

ATTEST:

  
Kathy Keane, City Clerk

ATTEST:

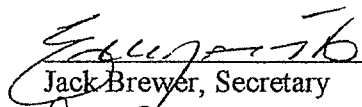
  
Jack Brewer, Secretary  
For Jack Brewer, Acting Secretary

Exhibit "A"

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE UPPER COLORADO RIVER AUTHORITY  
FOR  
TRANSFER OF WATER INTO AND OUT OF  
O.C. FISHER RESERVOIR, TEXAS

THIS MEMORANDUM OF AGREEMENT, entered into this 8<sup>TH</sup> day of SEPTEMBER, 2003 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the District Engineer executing this contract, and the Upper Colorado River Authority, (hereinafter called the "Authority");

WITNESSETH THAT:

WHEREAS, pursuant to Public Law 228 of the 77th Congress, approved August 18, 1941, and Public Law 534, 78th Congress, approved December 22, 1944, the Government has constructed and is operating O.C. Fisher Reservoir (formerly called San Angelo Dam and Reservoir) (hereinafter called the "Project"); and,

WHEREAS, the Authority entered into a water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, with the Government under the authority of Section 6 of the Flood Control Act of 1944; and

WHEREAS, water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, was renewed for an additional fifty years on October 1, 1999; and

WHEREAS, the Authority has the right under water conservation storage contract No. W-41-243-ENG-1545 to impound water on any given date above minimum elevation 1886.0 National Geodetic Vertical Datum (NGVD) and below maximum elevation 1908.0 NGVD; and

WHEREAS, the Authority desires the right to transfer water into and transfer water out of O.C. Fisher Reservoir.

COPY

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE 1 - Transfer of Water Into and Transfer of Water Out Of.

a. The Authority shall have the right to transfer water into and transfer water out of O.C. Fisher Reservoir between elevations 1886.0 NGVD and 1908.0 NGVD, consistent with the terms and conditions of water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, and renewed October 1, 1999, and all other applicable Federal laws and regulations.

b. The Authority shall have the right to construct, operate and maintain such installations and facilities necessary for the transfer of water into and the transfer of water out of O.C. Fisher Reservoir, or to enter into agreements with third parties therefore, for the purpose of transferring water into and transferring water out of O.C. Fisher Reservoir, subject to the approval of the District Engineer as to design and location of such installations and facilities. All costs associated with such installations and facilities or any modifications thereof or any future construction in connection therewith, including any required compliance with the National Environmental Policy Act of 1969, shall be without expense to the Government.

c. The Government reserves the right to control and use all storage in O.C. Fisher Reservoir in accordance with the authorized purposes of the reservoir. The Government further reserves the right to take such measures as may be necessary in the operation of O.C. Fisher Reservoir to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the reservoir.

d. The Authority recognizes that this agreement grants the right to the Authority to transfer water into and transfer water out of O.C. Fisher Reservoir between elevations 1886.0 NGVD and 1908.0 NGVD only. The Government makes no representation with respect to the quality or availability of water and assumes no responsibility therefor, or for treatment of the water. The water level of O.C. Fisher Reservoir will be maintained at elevations which the Government deems will best serve the authorized purposes of the reservoir, and this agreement shall not be construed as giving the Authority any rights to have the water level maintained at any elevation.

ARTICLE 2 - Metering. For the purpose of maintaining an accurate record of the water transferred into and transferred out of O.C. Fisher Reservoir, the Authority agrees to furnish and install, or cause to be installed, meters or measuring devices satisfactory to the District Engineer, without cost to the Government. As

required, the Authority agrees to furnish to the District Engineer advance estimates of need and records of the quantity of water actually transferred into and transferred out of the reservoir. Such devices shall be available for inspection by Government representatives at all reasonable times.

ARTICLE 3 - Regulation of the Use of Water. The regulation of the use of and water rights needed for the water transferred into and transferred out of O.C. Reservoir shall be the sole responsibility of the Authority and under the sole authority of the Authority in accord with Federal, State, and local laws and shall not be considered a part of this agreement. The Government shall not be responsible for the use of water by the Authority, nor will it become a party to any controversies involving the water use, except as such controversies may affect the operations of the reservoir.

ARTICLE 4 - Consideration and Payment.

a. The Authority shall be required to pay 100 percent of the annual operation and maintenance (O&M) expense specific to the transfer of water into and the transfer of water out of O.C. Reservoir. In addition, the Authority shall be required to pay 5.837 percent of the annual experienced joint-use O&M expense of the transfer of water into and the transfer of water out of the reservoir.

b. Repair, Rehabilitation, and Replacement Costs. The Authority shall be required to pay 100 percent of the cost of any repair, rehabilitation, or replacement specific to the transfer of water into and the transfer of water out of O.C. Fisher Reservoir. In addition, the Authority shall be required to pay 5.837 percent of the cost of joint-use repair, rehabilitation, or replacement of reservoir features associated with the transfer of water into and the transfer of water out of the reservoir. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction.

c. Exhibit A shows the methodology used to determine the Authority's annual percentage share of OMRR&R costs at O.C. Fisher Reservoir.

d. Payments for O&M expense are due and payable in advance on February 1 of each year and shall be based on O&M expense for O.C. Fisher Reservoir in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (specific plus allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. If the Authority shall fail to make any payment under this agreement within thirty (30) days of the date due, interest thereon shall accrue at the rate as determined by the Department of Treasury's Treasury Fiscal Requirements Manual (1 TERM 6-8000, "Cash Management") and shall compound annually from the date due until paid. This provision shall not be construed as waiving any other rights the Government may have in the event of default by the Authority, including but not limited to the right to terminate this agreement for default.

ARTICLE 5 - Duration of Agreement. This agreement shall become effective as of the date first stated above, and shall continue in full force and effect under the conditions set forth herein, for the duration of conservation storage contract No. W-41-243-ENG-1545, dated September 23, 1948, as renewed October 1, 1999, between the United States of America and the Upper Colorado River Authority.

ARTICLE 6 - Termination of Agreement.

a. The Government may terminate this agreement and the privilege of transferring water into and transferring water out of O.C. Fisher Reservoir upon ninety (90) days written notice, if the Authority shall default in performance of any obligation of this agreement. Upon such a termination, the Authority shall continue to be liable to the Government for any monies owed and for any costs incurred by the Government as a result of the default.

b. In the event of any termination pursuant to this Article or Article 5, the Authority shall, upon request of the District Engineer, promptly remove, at the Authority's own expense, any facilities constructed on Project land for transferring water into and transferring water out of the reservoir and restore premises around the removed facilities to a condition satisfactory to the District Engineer.

ARTICLE 7 - Rights-of-Way. Occupancy and use of O.C. Fisher Reservoir lands shall be in accordance with any permits, rights-of-way, or easements granted to the Authority by the Government.

ARTICLE 8 - Release of Claims. The Authority shall hold and save the Government, including its officers, agents, and employees, harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the transfer of water into or the transfer of water out of O.C. Fisher Reservoir made or ordered by the Authority, or as a result of the construction, operation or maintenance of any facilities or appurtenances owned and operated by the Authority except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfer or Assignment. The Authority shall not transfer or assign this agreement nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army or his duly authorized representative provided that, unless contrary to public interest this restriction shall not be construed to apply to any water which may be transferred into or transferred out of O.C. Fisher Reservoir by the Authority and furnished to any third party or parties or to the rates charged therefor.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The Authority warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Authority for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or in its discretion, to add to the agreement price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by the Authority of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) onsite and offsite disposal of water and spoil; and (5) prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.


a. The Authority shall transfer water into and transfer water out of O.C. Fisher reservoir in a manner consistent with Federal, State, and local laws.


b. In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

c. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the Authority's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State and local laws and regulations.

IN WITNESS WHEREOF, the parties have executed this memorandum of agreement as of the day first written above.

THE UNITED STATES OF AMERICA UPPER COLORADO RIVER AUTHORITY

By   
JOHN R. MINAHAN  
Colonel, Corps of Engineers  
District Engineer  
Fort Worth District

By   
~~C. SKIBBE FOSTER~~ FRED R. CAMPBELL  
Chairman of the Board  
Upper Colorado River Authority

DATE: 9/07/03

DATE: 8-23-2003

EXHIBIT A  
METHODOLOGY\*  
FOR  
COMPUTATION OF UPPER COLORADO RIVER AUTHORITY (UCRA)  
ANNUAL PERCENTAGE SHARE OF O&M COSTS  
O.C. FISHER RESERVOIR, TEXAS

UCRA Share of Water Supply Incremental Project Cost

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Total Joint-Use Multiple Purpose Project Cost

$$\frac{\$860,400}{\$14,740,000} = .05837 = 5.837\%$$

\*SOURCE: O.C. Fisher Reservoir Water Conservation Storage  
Contract No. W-41-243-ENG-1545 Renewal dated October 1, 1999.



NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE 1 - Transfer of Water Into and Transfer of Water Out Of.

a. The Authority shall have the right to transfer water into and transfer water out of O.C. Fisher Reservoir between elevations 1886.0 NGVD and 1908.0 NGVD, consistent with the terms and conditions of water conservation storage contract No. W-41-243-ENG-1545 dated September 23, 1948, and renewed October 1, 1999, and all other applicable Federal laws and regulations.

b. The Authority shall have the right to construct, operate and maintain such installations and facilities necessary for the transfer of water into and the transfer of water out of O.C. Fisher Reservoir, or to enter into agreements with third parties therefore, for the purpose of transferring water into and transferring water out of O.C. Fisher Reservoir, subject to the approval of the District Engineer as to design and location of such installations and facilities. All costs associated with such installations and facilities or any modifications thereof or any future construction in connection therewith, including any required compliance with the National Environmental Policy Act of 1969, shall be without expense to the Government.

c. The Government reserves the right to control and use all storage in O.C. Fisher Reservoir in accordance with the authorized purposes of the reservoir. The Government further reserves the right to take such measures as may be necessary in the operation of O.C. Fisher Reservoir to preserve life and/or property, including the right not to make downstream releases during such periods of time as are deemed necessary, in its sole discretion, to inspect, maintain, or repair the reservoir.

d. The Authority recognizes that this agreement grants the right to the Authority to transfer water into and transfer water out of O.C. Fisher Reservoir between elevations 1886.0 NGVD and 1908.0 NGVD only. The Government makes no representation with respect to the quality or availability of water and assumes no responsibility therefor, or for treatment of the water. The water level of O.C. Fisher Reservoir will be maintained at elevations which the Government deems will best serve the authorized purposes of the reservoir, and this agreement shall not be construed as giving the Authority any rights to have the water level maintained at any elevation.

ARTICLE 2 - Metering. For the purpose of maintaining an accurate record of the water transferred into and transferred out of O.C. Fisher Reservoir, the Authority agrees to furnish and install, or cause to be installed, meters or measuring devices satisfactory to the District Engineer, without cost to the Government. As

required, the Authority agrees to furnish to the District. Engineer advance estimates of need and records of the quantity of water actually transferred into and transferred out of the reservoir. Such devices shall be available for inspection by Government representatives at all reasonable times.

ARTICLE 3 - Regulation of the Use of Water. The regulation of the use of and water rights needed for the water transferred into and transferred out of O.C. Reservoir shall be the sole responsibility of the Authority and under the sole authority of the Authority in accord with Federal, State, and local laws and shall not be considered a part of this agreement. The Government shall not be responsible for the use of water by the Authority, nor will it become a party to any controversies involving the water use, except as such controversies may affect the operations of the reservoir.

ARTICLE 4 - Consideration and Payment.

a. The Authority shall be required to pay 100 percent of the annual operation and maintenance (O&M) expense specific to the transfer of water into and the transfer of water out of O.C. Reservoir. In addition, the Authority shall be required to pay 5.837 percent of the annual experienced joint-use O&M expense of the transfer of water into and the transfer of water out of the reservoir.

b. Repair, Rehabilitation, and Replacement Costs. The Authority shall be required to pay 100 percent of the cost of any repair, rehabilitation, or replacement specific to the transfer of water into and the transfer of water out of O.C. Fisher Reservoir. In addition, the Authority shall be required to pay 5.837 percent of the cost of joint-use repair, rehabilitation, or replacement of reservoir features associated with the transfer of water into and the transfer of water out of the reservoir. Payment of these costs shall be made either incrementally during construction or in lump sum (including interest during construction) upon completion of construction.

c. Exhibit A shows the methodology used to determine the Authority's annual percentage share of OMRR&R costs at O.C. Fisher Reservoir.

d. Payments for O&M expense are due and payable in advance on February 1 of each year and shall be based on O&M expense for O.C. Fisher Reservoir in the Government fiscal year most recently ended. The amount of each annual payment will be the actual experienced O&M expense (specific plus allocated joint-use) for the preceding fiscal year or an estimate thereof when actual expense information is not available.

d. If the Authority shall fail to make any payment under this agreement within thirty (30) days of the date due, interest thereon shall accrue at the rate as determined by the Department of Treasury's Treasury Fiscal Requirements Manual (1 TERM 6-8000, "Cash Management") and shall compound annually from the date due until paid. This provision shall not be construed as waiving any other rights the Government may have in the event of default by the Authority, including but not limited to the right to terminate this agreement for default.

ARTICLE 5 - Duration of Agreement. This agreement shall become effective as of the date first stated above, and shall continue in full force and effect under the conditions set forth herein, for the duration of conservation storage contract No. W-41-243-ENG-1545, dated September 23, 1948, as renewed October 1, 1999, between the United States of America and the Upper Colorado River Authority.

ARTICLE 6 - Termination of Agreement.

a. The Government may terminate this agreement and the privilege of transferring water into and transferring water out of O.C. Fisher Reservoir upon ninety (90) days written notice, if the Authority shall default in performance of any obligation of this agreement. Upon such a termination, the Authority shall continue to be liable to the Government for any monies owed and for any costs incurred by the Government as a result of the default.

b. In the event of any termination pursuant to this Article or Article 5, the Authority shall, upon request of the District Engineer, promptly remove, at the Authority's own expense, any facilities constructed on Project land for transferring water into and transferring water out of the reservoir and restore premises around the removed facilities to a condition satisfactory to the District Engineer.

ARTICLE 7 - Rights-of-Way. Occupancy and use of O.C. Fisher Reservoir lands shall be in accordance with any permits, rights-of-way, or easements granted to the Authority by the Government.

ARTICLE 8 - Release of Claims. The Authority shall hold and save the Government, including its officers, agents, and employees, harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of the transfer of water into or the transfer of water out of O.C. Fisher Reservoir made or ordered by the Authority, or as a result of the construction, operation or maintenance of any facilities or appurtenances owned and operated by the Authority except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE 9 - Transfer or Assignment. The Authority shall not transfer or assign this agreement nor any rights acquired thereunder, nor grant any interest, privilege or license whatsoever in connection with this agreement, without the approval of the Secretary of the Army or his duly authorized representative provided that, unless contrary to public interest this restriction shall not be construed to apply to any water which may be transferred into or transferred out of O.C. Fisher Reservoir by the Authority and furnished to any third party or parties or to the rates charged therefor.

ARTICLE 10 - Officials Not to Benefit. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

ARTICLE 11 - Covenant Against Contingent Fees. The Authority warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Authority for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability, or in its discretion, to add to the agreement price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 12 - Environmental Quality. During any construction, operation, and maintenance by the Authority of any facilities, specific actions will be taken to control environmental pollution which could result from such activity and to comply with applicable Federal, State and local laws and regulations concerning environmental pollution. Particular attention should be given to (1) reduction of air pollution by control of burning, minimization of dust, containment of chemical vapors, and control of engine exhaust gases, and of smoke from temporary heaters; (2) reduction of water pollution by control of sanitary facilities, storage of fuels and other contaminants, and control of turbidity and siltation from erosion; (3) minimization of noise levels; (4) onsite and offsite disposal of water and spoil; and (5) prevention of landscape defacement and damage.

ARTICLE 13 - Federal and State Laws.


a. The Authority shall transfer water into and transfer water out of O.C. Fisher reservoir in a manner consistent with Federal, State, and local laws.


b. In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

c. Any discharges of water or pollutants into a navigable stream or tributary thereof resulting from the Authority's facilities and operations undertaken under this agreement shall be performed only in accordance with applicable Federal, State and local laws and regulations.

IN WITNESS WHEREOF, the parties have executed this memorandum of agreement as of the day first written above.

THE UNITED STATES OF AMERICA    UPPER COLORADO RIVER AUTHORITY

By   
JOHN B. MINAHAN  
Colonel, Corps of Engineers  
District Engineer  
Fort Worth District

By   
~~C. SKETTE FOSTER~~ FRED R. CAMPBELL  
Chairman of the Board  
Upper Colorado River Authority

DATE:

7/08/03

DATE:

8-26-2003

EXHIBIT A

METHODOLOGY\*

FOR

COMPUTATION OF UPPER COLORADO RIVER AUTHORITY (UCRA)

ANNUAL PERCENTAGE SHARE OF O&M COSTS

O.C. FISHER RESERVOIR, TEXAS

UCRA Share of Water Supply Incremental Project Cost

---

Total Joint-Use Multiple Purpose Project Cost

\$860,400

---

= .05837= 5.837%

\$14,740,000

---

\*SOURCE: O.C. Fisher Reservoir Water Conservation Storage  
Contract No. W-41-243-ENG-1545 Renewal dated October 1, 1999.

## **WATER TREATMENT CONTRACT**

This Water Purchase Contract ("Contract") is between the Upper Colorado River Authority ("UCRA") and the City of San Angelo, Texas ("COSA"), sometimes collectively referred to as "the Parties" or individually as "Party".

### **Recitals**

- WHEREAS, UCRA is a water conservation and reclamation district organized and operating under, *inter alia*, Chapter 49 of the Texas Water Code charged with the control, storage, preservation, and distribution of the waters of the upper Colorado River and its tributaries for irrigation, power, and other useful purposes, the reclamation and irrigation of arid, semi-arid, and other land needing irrigation, and the conservation and development of the forests, water, and hydro-electric power of the State of Texas and has authority to operate and to serve the goals of water distribution and conservation in Tom Green and Coke Counties, and areas adjacent thereto ("UCRA Area"); and
- WHEREAS, COSA is a Texas home rule municipal corporation situated in Tom Green County, Texas which treats water for its municipal customers and has the ability to treat water for not only its own municipal customers, but also for the region; and
- WHEREAS, UCRA is authorized to acquire up to 1,000 acre-feet per year of wholesale raw water from the O.C. Fisher Reservoir pursuant to that certain *Memorandum of Agreement Between the United States of America and The Upper Colorado River Authority for Transfer of Water Into and Out of O.C. Fisher Reservoir, Texas*, dated September 8, 2003 ("the O.C. Fisher Contract"); and
- WHEREAS, COSA and UCRA consider it to be within their purposes and responsibilities to work toward the conservation of water resources in not only their own geographic areas and jurisdictions, but also in the region; and
- WHEREAS, a separate agreement currently exists between UCRA and COSA concerning withdrawal of water from O.C. Fisher Reservoir and providing for the City to make available untreated water to UCRA and is included herein under Exhibit "A"; and
- WHEREAS, it is in the best interests of both UCRA and COSA as well as their constituents to enter into this Contract to facilitate the access by the public to readily available treated water at reasonable prices outside the Extraterritorial Jurisdiction ("ETJ") of COSA; and
- WHEREAS, UCRA proposes to enter into an agreement and/or a collaborative relationship with COSA, to treat raw water for UCRA such that UCRA can make treated water available to rural communities and other entities outside the corporate limits of the City of San Angelo, with a shared purpose of reducing reliance by the constituents of such area on groundwater and to facilitate the conservation of underground water resources, especially in Tom Green County, Texas.

NOW THEREFORE, UCRA and COSA do hereby agree and enter into this Contract to provide and receive treated water as more fully set forth below.

## **ARTICLE 1 TERM**

1.1 This Contract shall begin on the Effective Date and shall continue for a period of twenty (20) years ("the Term").

## **ARTICLE 2 WATER SUPPLY/TREATMENT/DELIVERY**

2.1 *Water Supply:* UCRA shall supply and deliver to COSA all untreated water it requires to be treated. UCRA shall be responsible for all costs associated with acquisition of the untreated water and for delivery of the untreated water into the COSA water treatment plant.

2.2 *Water Treatment:* When the untreated water is delivered into the COSA treatment plant, it may be mixed with raw water from other sources and will no longer be distinguishable from other water in the treatment plant. COSA will treat the comingled raw water supply in its surface water treatment plant..

2.3 *Quality:* All treated water provided by COSA under this Contract shall be potable water meeting required quality standards of the TCEQ for a public water system.

2.4 *Quantity:* UCRA shall deliver into the COSA treatment facility a quantity of untreated water equal to 1.15 times the amount of water it desires to receive from the COSA after treatment at the delivery points.

2.5 *Delivery:* COSA will make treated water available to UCRA from its municipal water distribution system at mutually agreed upon delivery points. Maximum rate of delivery of treated water at such delivery points shall be as determined by COSA.

2.6 *Pressure; and Disinfection.* COSA shall furnish water delivered incident to this Contract at a reasonable constant pressures of 35 psig or at such other pressure agreed upon by COSA and UCRA. Any emergency failures of pressure due to water line breaks; power failure; repairs to any supply, or distribution lines; flood; fire; use of water to fight fire; earthquake; other catastrophes or acts of God shall excuse the COSA from this provision for such reasonable period of time as may be necessary to restore service. Any and all costs incident to additional disinfection of the water at the UCRA's delivery points shall be borne by UCRA.

2.7 *Title to Water:* Title to and responsibility for all water supplied hereunder to the extent it originates from the O.C. Fisher Reservoir shall remain in UCRA until delivered into the COSA treatment plant. Title to and responsibility for all other water supplied hereunder to UCRA at the delivery points shall remain in COSA until delivery to UCRA, at which point any right of title to and responsibility for such water that may exist in COSA shall pass to UCRA.



### **ARTICLE 3**

#### **PAYMENT**

3.1 *Treatment Water Rate:* For the first three years of the Term, UCRA shall pay to COSA \$2.25 per one thousand gallons for treated water obtained from COSA at the delivery points.

3.2 *Untreated Water Rate:* In the event UCRA purchases untreated water from COSA, UCRA shall pay the most current COSA standard rate for untreated water as set forth in City Ordinance in addition to the charges set forth in paragraph 3.1 above.

3.3 *Treatment Rate Adjustments:* COSA may adjust the treatment rate set forth in paragraph 3.1 every year after the third year of this agreement. The rate shall be adjusted in direct proportion to the COSA cost to treat and deliver water when comparing the current year cost to the base year cost. The base year cost for establishing the rate is shown in Exhibit "B". COSA shall give notice of its intent to alter its charges to UCRA in writing at least ninety (90) days prior to any increase.

3.4 The amount of treated water delivered to UCRA shall be determined by reference to a meter located at one or more delivery points at locations mutually agreed between the Parties (such points referred to hereinafter as "Meter"), each of which shall constitute a Point of Delivery. COSA will read the Meter and bill UCRA based upon the water delivered. The bill will include documentation supporting the quantity delivered by COSA to UCRA, will separately identify the nature and cost for the categories of treated and untreated water, and must specify each delivery point for such water.

3.5 *Reimbursement:* In addition to the charges set forth above, UCRA shall reimburse COSA for any additional charges assessed to it by any third party.

3.6 *Billing Cycle:* COSA will render bills to UCRA once each month for the payments required by this Article 3. Bills shall be due and payable at COSA's office address indicated on the bill by the 20th day after the billing date. COSA may change the monthly billing date by giving sixty (60) days prior written notice to UCRA, and all bills shall thereafter be due and payable twenty (20) days after the new billing date.

3.6.1 If for any reason any meter is out of repair so that the amount of water delivered to UCRA cannot be ascertained or computed from the reading thereof, the water delivered through the period such meter is out of service or out of repair shall be reasonably estimated by COSA 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 by:

- (a) correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or
- (b) estimating the quantity of delivery based on deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

#### **ARTICLE 4**

#### **TERMINATION**

- 4.1 This Contract shall terminate as set forth below:
- (a) Upon the mutual agreement of both parties:
  - (b) Upon the occurrence of a Force Majeure in which event either Party may terminate;
  - (c) Upon the expiration of the term.

#### **ARTICLE 5**

#### **CONSERVATION AND LAWS**

5.1 The Parties agree that no part of this Contract shall be construed to contradict or relieve either Party from any obligation established by any state, federal, or locally mandated laws or regulations, including but not limited to laws, rules, or regulations pertaining to water conservation or drought contingency plans and UCRA agrees to use any water provided under this Contract in a manner consistent with such laws, regulations, or other directives.

5.2 The Parties agree that this Contract shall not be construed to contradict, alter, or amend any water conservation or drought contingency plan adopted or promulgated by UCRA or COSA. Accordingly, the terms of this Contract are expressly subject to the directives, mandates, agreements, and best practices set out in any such applicable plan. When any such plan is placed in effect or when conditions require the conservation, modification, curtailment, or restriction of the use of water or the practices of any Party in relation to water, the Parties agree to comply with the water conservation and drought contingency plans of both COSA and UCRA, where applicable.

5.3 Neither Party shall be required to take any action that would violate any restriction, or agreement which governs the place of use, volume, or diversion rate of water which is the subject of this Contract.

#### **ARTICLE 6**

#### **MISCELLANEOUS**

6.1 *Entire Agreement:* This Contract embodies the entire agreement between the Parties and supersedes all previous agreements, covenants, and contracts between them. There are no oral representations, express or implied warranties, agreements, or promises pertaining to this Contract which are not otherwise incorporated in writing in this Contract.

6.2 *Amendment of Agreement:* This Agreement may not be modified or amended except by an instrument in writing signed by both Parties.

6.3 *No Assignment:* This Contract may not be assigned nor any obligation hereunder delegated unless expressly provided herein. Notwithstanding the foregoing, COSA grants to UCRA the right to resell, deliver, or otherwise utilize any or all water provided under this Contract to any

third party so long as UCRA does so in compliance with this Contract and all applicable laws, regulations, plans, or other applicable restrictions, including those set forth in this Contract.

6.4 *Effective Date:* The Effective Date of this Contract shall be April 1, 2011.

6.5 *Attorney's Fees:* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs. The term "Prevailing Party" means that Party which the court finds and/or declares is the prevailing party, whether or not that Party obtains monetary, declaratory, injunctive, equitable or nominal relief. With respect to any monetary claim, no award of damages shall be necessary in order for a Party to be found by the court to have prevailed. With respect to any non-monetary claim, no equitable relief shall be necessary in order for a Party to be found by the court to have prevailed.

6.6 *Notices:* Any notice to be given under this Contract by either Party to the other shall be in writing with confirmation of delivery addressed as follows:

To UCRA:

The Upper Colorado River Authority  
512 Orient  
San Angelo, TX 76903  
Fax: 325.655.1371  
Attn: Stephen Brown

To COSA:

The City of San Angelo, Texas  
72 W. College  
San Angelo, TX 76903  
Attn: Water Utilities Director

All notices will be deemed to have been given on the date of mailing or transmission of such notice. Any Party may change its address upon five days' written notice to the other.

6.7 *No Waiver:* If either Party fails to insist on strict performance of any provision of this Contract, such failure shall not be deemed a waiver by such Party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Contract.

6.8 *Headings:* The section headings are not to be considered part of this Contract and are included solely for convenience and are not intended to be full or accurate descriptions of the contents thereof.

6.9 *Choice of Law and Venue:* All amounts due under this Contract and all obligations of either Party, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Tom Green County, Texas. It is further specifically agreed that Tom Green County, Texas, is a principal place of performance of this Contract. In the event that any legal proceeding is brought to enforce this Contract or any

provision hereof, the same shall be brought in Tom Green County, Texas. This agreement is governed by the laws of the State of Texas.

6.10 *Severability:* The provisions of this Contract are severable and in the event that any one or more provisions are deemed illegal or unenforceable, the remaining provisions shall remain in full force and effect.

6.11 *Due Authorization and Binding Obligation:* Each Party represents to the other that this Contract has been duly authorized, executed and delivered by all necessary action of the Party, including approval of the Party's governing board or council, and is enforceable against the Party in accordance with its terms.

6.12 *Additional Documents:* UCRA and COSA each agree to execute any additional documents which are reasonably necessary to accomplish the intent of this Contract.

6.13 *Force Majeure:* In the event either Party is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Contract, other than the obligation of UCRA to make the payments required under the terms of this Contract, then the obligations of that Party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage, or accidents to dams, equipment, pipelines, canals, or other structures, partial or complete failure of water supply including pollution (accidental or intentional), and any other inability of either Party, whether similar to those enumerated or otherwise, that are not within the control of the Party claiming the inability and that could not have been avoided by the exercise of due diligence and care.

6.14 *Counterparts:* This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.15 *Prior Contract Preserved:* Notwithstanding any provisions to the contrary in this Contract, the following provisions of that certain agreement dated October 17, 2000 between UCRA and COSA shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective directors, officers, or governing entities, have caused this Contract to be duly executed to be effective as of the day and year agreed, and in multiple counterparts, each of which shall constitute an original.

**THE UPPER COLORADO RIVER AUTHORITY**

By: Jeffie H. Roberts  
JEFFIE H. ROBERTS  
(name printed)  
Its: CHAIRPERSON  
(title)  
(Dated: April 5, 2011)

Attest:

By: William F. Hood  
WILLIAM F. HOOD, Secretary  
(Dated: April 5 2011)

**THE CITY OF SAN ANGELO, TEXAS**

By: Harold Dominguez  
Harold Dominguez, City Manager

Dated: April 19, 2011

Attest: Alicia Ramirez

By:

Alicia Ramirez, City Clerk

Dated: April 19, 2011

APPROVED AS TO CONTENT:

Will Wilde  
Will Wilde, Water Utilities Director

APPROVED AS TO FORM:

Lysia H. Bowling  
Lysia H. Bowling, City Attorney

EXHIBIT "A"

AGREEMENT

In accordance with this agreement, the following facts exist:

- a. The Upper Colorado River Authority's ("UCRA" herein) surplus water contract with the United States of America ("Government" herein) relative to O. C. Fisher Reservoir and Dam was renewed as of October 1, 1999.
- b. UCRA and the City of San Angelo ("City" herein) entered into a contract dated May 22, 1953, providing City the exclusive withdrawal privilege from the conservation storage owned by UCRA. The contract also provided that UCRA had an option to renew its contract with Government and would sell the water to City at its cost.
- c. City and UCRA are interested in renewing and expanding the contractual agreement between these two entities for the benefit of both entities.

Specifically:

- 1) UCRA is interested in being able to withdraw and use water from O. C. Fisher Reservoir for the purpose of furnishing water to users in rural areas; and,
  - 2) City is interested in securing its withdrawal rights in perpetuity.
- d. UCRA is currently involved in brush control and eradication on the North Concho River watershed and expects to be involved in the brush control and eradication on the watershed of the Middle Concho and the South Concho. City is interested in becoming involved in these projects.

THEREFORE, to insure the future water needs of UCRA, City's perpetual rights to water in Lake O. C. Fisher, participation and cooperation between UCRA and City in brush control and legislation furthering the goals of this agreement, it is agreed between UCRA and City as follows:

1. The 1953 contract between UCRA and City is renewed. It is agreed that, so long as UCRA holds contractual rights with Government relative to the dam and reservoir of O. C. Fisher, City will continue to have the exclusive right to withdraw water from the reservoir beyond the existing 50-year term and so long thereafter as any such rights of UCRA exist, subject to the express provisions of this agreement set out below. In the event that UCRA should acquire title to O. C. Fisher, this provision will be binding upon UCRA, its successors and assigns. In any instance requiring the approval of UCRA for City's withdrawal of water, it is agreed that by the terms of this agreement, UCRA's approval will have been conclusively secured.

2. In connection with the renewal of UCRA's contract rights to O. C. Fisher, UCRA is obligated to pay certain costs relative to the maintenance and operation of the reservoir. So long as UCRA continues its contractual agreements with Government, and City holds the withdrawal rights, all state, federal assessments, fees and charges required by state or federal agencies as well as the capital costs which could be assessed for structural modifications or repairs to the dam and reservoirs will be borne by City and UCRA in pro rata fashion, according to the amount of water used by UCRA from the reservoir (as an example, if UCRA withdraws 1,000 acre feet, all costs will be prorated with UCRA bearing 1/80.4 of such costs). UCRA will deduct this percentage from any bill received by state or federal government and remit the remainder to City for payment.

3. City will make available to UCRA water according to the following schedule:

- (a) During the calendar years 2002, 2003 and 2004, 500 acre feet of untreated water from City's system, subject to limitations set out below;

- (b) For the calendar years 2005, 2006 and 2007, 500 acre feet of untreated water from City's system, and an additional 500 acre feet of untreated water from O. C. Fisher if that quantity of water is available from O. C. Fisher;
- (c) From and after the calendar year 2008, 1,500 acre feet of untreated water from City's system if the legislation described below herein is passed and in effect by that time. If not, the provisions of paragraph 3(b) above will be applicable;
- (d) The point of withdrawal of the water from City's system will be at a location mutually agreed upon by City and UCRA;
- (e) In the event that it becomes necessary for City to restrict/reduce the water usage of its system's users, the amount of water available to UCRA under this agreement will also be restricted/reduced proportionately; and,

4. City will provide up to \$180,000 to cover the cost of follow-up brush control and eradication on the North Concho River watershed, such payments to be made as determined by provisions of Section 6 below. The funding herein provided will be used for the purpose herein indicated within a ten (10) year period from the date of this agreement.

5. City will provide \$300,000 for follow-up brush control and eradication on the watersheds upstream from Twin Buttes Reservoir, such payments to be made as determined by provisions of Section 6 below. The funding herein provided will be used for the purpose herein indicated during the period of time ending at December 31, 2011.

6. All payments by City under the provisions of Section 4 and 5 above will be made according to the allocation determined by the State of Texas based on the State approved formula as verified by UCRA. The amounts herein agreed to be paid by City will be dedicated and placed in project accounts by City for use solely as herein provided.



Provided, however, if legislative funding is not secured for the brush eradication program upstream from Twin Buttes Reservoir, City may and agrees to utilize \$200,000 of the dedicated \$300,000 for brush control in close proximity to Twin Buttes Reservoir and the waterways feeding Twin Buttes Reservoir. In the absence of legislative funding for the Twin Buttes watersheds, the remaining \$100,000 of the dedicated \$300,000 will be used for additional follow-up brush control and eradication under the provisions of Section 4 above.

7. UCRA and City acknowledge that the UCRA/Government agreement authorizes the storage space available to UCRA as between elevations 1,886.0 feet msl and 1,908.0 feet msl. The elevation below 1,886.0 feet msl was intended as a siltation pool. The lack of inflow to O. C. Fisher has negated the need for a siltation pool. Accordingly, it is desirable and beneficial to both UCRA and City that any limitation for withdrawal of water below 1,886.0 feet msl be eliminated. The preferable method of accomplishing this goal is legislation. UCRA and City covenant to cooperate completely and diligently work together in securing the appropriate federal legislation, specifically approving the withdrawal of water from the siltation pool.

8. City may not sell, assign, lease or cause to be transferred any permitted rights of O. C. Fisher water to any other party, corporation, entity, political subdivision, governmental agency, municipality or water district or water supply corporation without official authorization of the UCRA Board of Directors. This provision does not prohibit in any way City from selling and/or distributing water so long as the rights (permit, certificate of adjudication, etc.) are not sold or assigned.

9. It is contemplated that future conditions may warrant the utilization of O. C. Fisher Reservoir as an impound facility for water secured from other sources, including treated wastewater effluent. Both City and UCRA will cooperate fully in such endeavors.

10. UCRA and City recognize that all rights dealt with in this Agreement emanate from and depend on the continued existence of the Surplus Water Agreement between the United States of America (Government) and the Upper Colorado River Authority (UCRA) referenced in fact "a" on

Page One above. UCRA and City agree to cooperate and use due diligence to keep the Government/UCRA agreement viable.

11. The provisions of the Agreed Final Judgment entered December 8, 1997, in Cause No. 3293-B in the 119<sup>th</sup> Judicial District Court of Concho County, Texas, styled City of San Angelo, Texas, Plaintiff v. Hickory Underground Water Conservation District No. 1, et al., Defendants, contains certain limitations on the use of Hickory water by City. It is agreed that nothing in this agreement is intended to or will violate that Judgment.

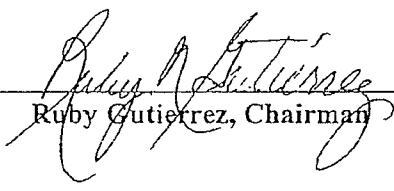
12. City and UCRA agree to cooperate as may be reasonably feasible in exploring alternate sources of water for use in the area.

13. This Agreement is subject to the approval of both the City Council and the UCRA Board.

DATED the 17<sup>th</sup> day of October, 2000.

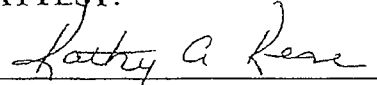
UPPER COLORADO RIVER AUTHORITY

By: \_\_\_\_\_

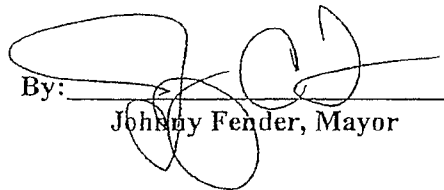
  
Ruby Gutierrez, Chairman

CITY OF SAN ANGELO

ATTEST:

  
Kathy A. Keane, City Secretary

By: \_\_\_\_\_

  
Johnny Fender, Mayor

## Exhibit “E” Financial Information



## Filing Receipt

**Received - 2021-12-02 10:19:01 AM**

**Control Number - 49892**

**ItemNumber - 120**

# *Public Utility Commission of Texas*

## **Memorandum**

**TO:** Central Records

**FROM:** Merritt Lander, Legal Division

**DATE:** December 2, 2021

**RE:** Docket No 49892--*Application of Concho Rural Water Corporation for Authority to Change Rates*

**CC:** William A Faulk, Lambeth Townsend, Jose Martinez

---

As required by the Order filed in Docket No 49892 on November 18, 2021, please find attached a clean copy of the water tariff for certificate of convenience and necessity (CCN) number 11361. This copy is provided to be stamped *Approved* and placed in the Commission's tariff book. The attached tariff supersedes the current water tariff for CCN number 11361, which may be removed from the tariff book.

All parties to Docket No 49892 have been copied on this memo.



## **WATER UTILITY TARIFF**

### **Docket No. 49892**

Concho Rural Water Corporation  
(Utility Name)

8174 US Hwy 87 North  
(Business Address)

San Angelo, Texas 76901  
(City, State, Zip Code)

(325) 658-2961  
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

11361

This tariff is effective in the following counties:

Tom Green

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or public water systems:

See attached list

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Concho Rural Water Corporation  
This tariff is effective in the following Subdivisions or Systems:

<b>System/Subdivision Name</b>	<b>PWS ID Number</b>
Alexander Ranches, Allard Est., Arden Road, Ballard, Big Sky, Buffalo Heights, Coopers, Copper Mtn., Evergreen Acres, Frontier Acres, Garden Waters, Grape Creek, Grape Creek Gardens, Garden Waters, Hughes Subdivision, Indian Creek, K and A Development, Lake Concho, Lake Gardens 1&2, Lakewood, Moon Ln., Mountain View, Northwood, Oak Ln., Paradise Valley, Pulliam, Rolling Acres, Sun Ln., Sutter Subdivision, Windmill West Subdivision	2260008
Cactus Lane, Fruitland Farm Ct., Goodland Loop, HK2 Development, North Concho, Northview, Northwood Estates	2260020
Caprock Ranches, Door Key Ranches, Door Key Road, Hiddenview, Highway 584, Line Road, Pecan Creek, Stone Key Estates, Stonewall Reserve, Walling Pecan	2260057
Water Valley	2260060
Dear Valley Estates, Iron Spoke Estates	2260067
The Oaks, Oak Mtn. Estates, Oaks North, Ridge Ln., River Ranch, Stonewall Oaks Subdivision, Stonewall Valley	2260093

## SECTION 1.0 -- RATE SCHEDULE

Section 1.01 -- Rates

<u>Meter Size</u>	<u>Monthly Minimum Charge</u>	<u>Gallonage Charge</u>
5/8" or 3/4"	<u>\$31.75</u>	\$1.85 per 1000 gallons up to 4,000 gallons
1"	<u>\$79.38</u>	\$2.87 per 1000 gallons, 4,001 to 9,000 gallons
1 1/2"	<u>\$159.75</u>	\$3.51 per 1000 gallons, 9,001 to 15,000 gallons
2"	<u>\$254.00</u>	\$4.51 per 1000 gallons, 15,001 to 25,000 gallons
3"	<u>\$476.25</u>	\$5.00 per 1000 gallons, greater than 25,000 gallons
4"	<u>\$793.75</u>	
6"	<u>\$1,587.50</u>	
8"	<u>\$2,540.00</u>	
10"	<u>\$3,615.25</u>	
12"	<u>\$6,826.25</u>	

**Group 1 Pass-Through Fee.....\$2.38 per 1,000 gallons**

This pass-through rate is applicable to the following subdivisions: River Ranch, Oak Mountain Estates, Ridge Lane, Stonewall Valley, Hidden View, Pecan Creek, Stonewall Reserve, Line Rd., Hwy 584, Door Key Rd. and Door Key Ranches, Caprock Ranches, Stone Key Estates, and Walling Pecan. (*Docket No. 49892*)

**Group 2 Pass-Through Fee.....\$3.46 per 1,000 gallons**

This pass-through rate is applicable to the following subdivisions: Arden Rd., Buffalo Heights, and K and A Development. (*Docket No. 49892*)

**Group 2 Surcharge.....\$15.74 per meter equivalent**

This monthly surcharge is applicable to the Arden Rd., Buffalo Heights, and K and A Development subdivision for water purchased from July 2019 through June 2021 prior to the approval of the Group 2 pass-through rate. The surcharge will be in effect for 36 months or until a total of \$262,368 is recovered, whichever occurs first. (*Docket No. 49892*)

**Rate-Case Expense Surcharge for Docket No. 49892**

To be collected via a surcharge of \$1.46 per connection per month, calculated as follows: \$150,000 ÷ 2,869 connections ÷ 36 months = \$1.46. CRWC may collect the surcharge for 36 consecutive months or until the full \$150,000 has been recovered, whichever occurs first.



## SECTION 1.0 -- RATE SCHEDULE (continued)

FORM OF PAYMENT: The utility will accept the following forms of payment: Cash X, Check X, Money Order X, Online through conchoruralwater.com X, Bank Draft X, Other-Wire Transfer for Government Agencies X

THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS. PAYMENT ONLINE MAY BE ASSESSED A CHARGE BY THE PAYMENT PROCESSING COMPANY.

REGULATORY ASSESSMENT.....1.0%  
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND REMIT THE FEE TO THE TCEQ.

Section 1.02 – Miscellaneous Fees

TAP FEE.....\$1,250.00  
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Unique Costs).....Actual Cost  
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

TAP FEE (Large Meter).....Actual Cost  
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE.....Actual Relocation Cost, Not to Exceed Tap Fee  
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED

METER CONVERSION FEE.....Actual Conversion Cost, Not to Exceed Tap Fee  
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A CHANGE IN METER SIZE

METER TEST FEE.....\$25.00  
THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

LATE CHARGE .....Greater of \$5 or 10% of outstanding bill  
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING

SECTION 1.0 -- RATE SCHEDULE (continued)

RETURNED CHECK CHARGE.....\$20.00  
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR NONPAYMENT OF BILL (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF).

a) Reconnect Nonpayment of bill (Maximum \$25.00).....\$25.00

SEASONAL OR TEMPORARY DISCONNECT RECONNECTION FEE:

BASE RATE METER SIZE TIMES NUMBER OF MONTHS OFF THE SYSTEM WHEN LEAVE AND RETURN WITHIN A TWELVE-MONTH PERIOD, NOT TO EXCEED SIX MONTHS OR LESS THAN TWO MONTHS.

TRANSFER FEE.....\$25.00  
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED.

LATE CHARGE.....Greater of \$5 or 10% of outstanding bill  
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE.....\$20.00  
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50).....\$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT.....1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE:

INCREASES IN INSPECTION FEES AND WATER TESTING COSTS IMPOSED BY STATE OR FEDERAL LAW MAY BE PASSED THROUGH AS AN ADJUSTMENT TO THE MONTHLY BASE RATE CHARGE UNDER THE TERMS AND CONDITIONS OF 16 TAC § 24.25(b)(2)(G) AFTER NOTICE TO CUSTOMERS AND UPON WRITTEN APPROVAL BY THE PUC.

LINE EXTENSION AND CONSTRUCTION CHARGES:

REFER TO SECTION 3.0--EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

## SECTION 1.0 -- RATE SCHEDULE (continued)

**PURCHASE WATER PASS THROUGH CLAUSE:**

Changes in costs imposed by any non-affiliated third party provider of purchased water or a groundwater conservation district having jurisdiction over the utility, will be passed through as an additional gallonage charge according to the formulas below.

**Group 1**

$$\$2.38 = (2.87 * 0.80) / (1-0.035) \text{ or } R1 = G / (1-L) + TU$$

Where:

R1 = the new pass-through rate per 1,000 gallons

G = the pass-through entity's new rate per 1,000 gallons times N

N = the amount of purchased water expressed as a percent of all water produced (currently 80%)

L = historical annual line loss

TU = True up rate calculated annually and approved by PUC

The Group 1 pass-through is subject to true-up every 12 months. To implement or modify the pass through provision, the utility must comply with all notice and other requirements in 16 TAC § 24.25(b)(2).

**Group 2**

$$\$3.46 = \$1.17 + \$2.33 + (\$0.04) \text{ or } R2 = RWL + TRL + TU$$

Where:

R2 = The new pass-through rate per 1,000 gallons for Group 2

RWL = Raw Water Rate Adjusted for Loss or  $RW / (1-L)$

L = Historical Line Loss of 3.5%

RW = Raw Water Rate or  $TP\$ / TPK$

TP\$ = Take or Pay Contract \$ Amount 6 months

TPK = Take or Pay Contract per 1,000 gallons 6 months

TRL = Contract Treatment Rate Adjusted for Loss or  $TR / (1-L)$

TR = Contract Treatment Rate per 1,000 gallons

L = Historical Line Loss of 3.5%

TU = True up or  $(UOR + TPC) / FV$

UOR = Under/Over Recovery or PWC-APP

PWC = 6 months of purchase water costs collected from Group 2 customers

APP = 6 months of corresponding amounts paid to contract holder

TPC = Take or Pay credit or  $(RW - RWL) * TPK$

FV = Forecasted billed volumes by 1,000 gallons for the upcoming six months

SECTION 1.0 -- RATE SCHEDULE (continued)

The Group 2 pass-through is subject to true-up every 6 months. To implement or modify the pass through provision, the utility must comply with all notice and other requirements in 16 TAC § 24.25(b)(2).

**TEMPORARY WATER RATE:**

Unless otherwise superseded by PUC order or rule, if the utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage or water sales, the utility may increase the water rates according to the following formula:

$$TGC = AGC / (1 - R)$$

Where:

TGC = Temporary Gallonage Charge per Tier

AGC = Approved Gallonage Charge per Tier

R = water use reduction percentage specified in CRWCs approved Drought Contingency Plan

TGC formula will be applied as follows:

Stage 1: Applied to tiers 3 through 5

Stage 2: Applied to tiers 2 through 5

Stage 3: Applied to tiers 2 through 5

To implement or modify the Temporary Water Rate, the utility must comply with all notice and other requirements in 16 TAC § 24.25(j).

## SECTION 2.0 -- SERVICE RULES AND POLICIES

### Section 2.01 - Rules

The utility will have the most current Public Utility Commission of Texas (Commission) rules relating to Water and Wastewater Utility regulations, available at its office for reference purposes. The rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest rules or Commission approved changes to the rules supersede any rules or requirements in this tariff.

### Section 2.02 - Application for Water Service

All applications for service will be made on the Utility's standard application or contract form (attached in the Appendix to this tariff) and will be signed by the applicant. Any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

### Section 2.03 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the commission.

### Section 2.04 - Fees and Charges & Easements Required Before Service Can Be Connected

#### (A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit. If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any residential customer who has paid 18 consecutive billings without being delinquent.

SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Fees in addition to the regular tap fee may be charged if listed specifically in Section 1 to cover unique costs not normally incurred as permitted by 16 TAC § 24.163(a)(1)(C). For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

Section 2.05 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.06 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers may be required to install and maintain a cutoff valve on their side of the meter.

**SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)**

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 2.07 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, Section 290.46(j). The utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

Section 2.08 - Back Flow Prevention Devices

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the specific potential hazard identified in 30 Texas Administrative Code (TAC) § 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, as referenced in 30 TAC § 290.47(f) Appendix F, Assessment of Hazards and Selection of Assemblies of the TCEQ Rules and Regulations for Public Water Systems, then a backflow prevention assembly or device is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

All backflow prevention assemblies or devices shall be tested upon installation by a TCEQ certified backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a certified backflow prevention assembly tester.

**SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)**

If the utility determines that a backflow prevention assembly or device is required, the utility will provide the customer or applicant with a list of TCEQ certified backflow prevention assembly testers. The customer will be responsible for the cost of installation and testing, if any, of backflow prevention assembly or device. The customer should contact several qualified installers to compare prices before installation. The customer must pay for any required maintenance and annual testing and must furnish a copy of the test results demonstrating that the assembly is functioning properly to the utility within 30 days after the anniversary date of the installation unless a different date is agreed upon.

**Section 2.09 - Access to Customer's Premises**

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

**Section 2.10 - Meter Requirements, Readings, and Testing**

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.



SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

Section 2.11 – Billing

(A) Regular Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.12 - Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.13 - Service Disconnection

(A) With Notice

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Section 2.14 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 36 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.15 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

SECTION 2.0 -- SERVICE RULES AND POLICIES (continued)

Section 2.16 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.17 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through either the TCEQ or PUC complaint process, depending on the nature of the complaint. Pending resolution of a complaint, the commission may require continuation or restoration of service.

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the commission.

Section 2.18 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

## SECTION 3.0 -- EXTENSION POLICY

### Section 3.01 - Standard Extension Requirements

Line Extension and Construction Charges: No Contribution in Aid of Construction may be required of any customer except as provided for in this approved extension policy.

The utility is not required to extend service to any applicant outside of its certified service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certified service area boundaries by the PUC.

The applicant for service will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

The utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the utility and the applicant, in compliance with PUC rules and policies, and upon extension of the utility's certificated service area boundaries by the PUC.

### Section 3.02 - Costs Utilities and Service Applicants Shall Bear

Within its certified area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision.

However, if the residential customer requesting service purchased the property after the developer was notified in writing of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

### SECTION 3.0 -- EXTENSION POLICY (continued)

Unless an exception is granted by the TCEQ, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted by the TCEQ, the utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certified area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

The utility will bear the full cost of any over-sizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

#### Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ minimum requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

### SECTION 3.0 -- EXTENSION POLICY (continued)

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(d). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d)(4), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
  - if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utilities approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

#### Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

#### Section 3.05 - Applying for Service

The utility will provide a written service application form to the applicant for each request for service received by the utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant.

SECTION 3.0 -- EXTENSION POLICY (continued)

Service application forms will be available at the utility's business office during normal weekday business hours. Service applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. A diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line may also be required with the tap request. The actual point of connection and meter installation must be readily accessible to utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all easements and rights-of-way required to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The utility shall serve each qualified service applicant within its certified service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

**APPENDIX A – DROUGHT CONTINGENCY PLAN**  
**(Utility Must Attach TCEQ-Approved Plan)**



**APPENDIX B -- APPLICATION FOR SERVICE  
(Utility Must Attach Blank Copy)**

**Concho Rural Water Corporation  
Carlsbad, Texas**

**Financial Statements  
December 31, 2020**

## ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
Concho Rural Water Corporation  
PO Box 388  
Carlsbad, TX 76934-0388

Management is responsible for the accompanying financial statements of Concho Rural Water Corporation (a corporation), which comprise the statement of assets, liabilities, and stockholders' equity - income tax basis as of December 31, 2020, and the related statement of revenues, expenses, and retained earnings - income tax basis for the twelve months then ended, and for determining that the income tax basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the income tax basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Corporation's assets, liabilities, stockholders' equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Concho Rural Water Corporation.

*Eckert & Company, LLP*

ECKERT & COMPANY, LLP  
Certified Public Accountants

July 19, 2021

Concho Rural Water Corporation  
Statement of Assets, Liabilities, and Stockholders' Equity  
Income Tax Basis  
Substantially All Disclosures Omitted  
December 31, 2020

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Other Payables	\$ 17,546	
Loan from Shareholder	593,060	
Current Portion of Long-Term Debt	<u>147,523</u>	
Total Current Liabilities		\$ 758,129

LONG-TERM LIABILITIES

Long-Term Debt, Net of Current Portion	<u>703,171</u>	
Total Liabilities		\$ 1,461,300

STOCKHOLDERS' EQUITY

Common Stock, No Par Value - 5,000 Shares Authorized and 1,000 Shares Issued	\$ 11,000	
Paid-In Capital	14,487	
Retained Earnings	2,830,305	
Net Income (Loss)	<u>259,572</u>	
Total Stockholders' Equity		<u>3,115,364</u>

TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		<u><u>\$ 4,576,664</u></u>
--	--	----------------------------

The accompanying accountant's compilation report should be read with this financial statement

Concho Rural Water Corporation  
Statement of Assets, Liabilities, and Stockholders' Equity  
Income Tax Basis  
Substantially All Disclosures Omitted  
December 31, 2020

ASSETS

CURRENT ASSETS

Cash and Temporary Investments	\$ 1,428,715
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PROPERTY, PLANT, AND EQUIPMENT

Land	\$ 1,697,198
Equipment and Improvements	9,070,106
Total Land, Equipment, and Improvements	\$ 10,767,304
Less Accumulated Depreciation	<u>(7,904,299)</u>

Property, Plant, and Equipment, Net of Depreciation	2,863,005
---	-----------

OTHER ASSETS

Other Receivable	\$ 85
Deposits	1,005
Prepaid Federal Tax	77,001
Due from Shareholder	<u>206,853</u>

Total Other Assets	<u>284,944</u>
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TOTAL ASSETS	<u><u>\$ 4,576,664</u></u>
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The accompanying accountant's compilation report should be read with this financial statement.

Concho Rural Water Corporation  
Statement of Revenues, Expenses, and Retained Earnings  
Income Tax Basis  
Substantially All Disclosures Omitted  
December 31, 2020

	12 Months Ended <u>December 31, 2020</u>
<u>REVENUES</u>	
Water Sales and Contracts, Net of Returns	\$ 2,544,088
Less Cost of Sales	<u>(693,666)</u>
Gross Profit	<u>\$ 1,850,422</u>
<u>OPERATING EXPENSES</u>	
Accounting	\$ 11,175
Auto Expense	31,751
Advertising	4,356
Contract Labor	4,590
Depreciation	348,088
Easement Expense	5,000
Dues and Subscriptions	154
Equipment Rental	1,626
Fees & Permits	71
Employee Benefits	22,702
Insurance Expense	47,169
Legal and Professional	89,204
Licenses, Fees and Registration	2,722
Meals And Entertainment	274
Miscellaneous Expense	9,318
Oil and Gas	39,693
Office Expense	13,458
Postage and Freight	16,665
Repairs and Maintenance	207,694
Salaries	591,939
Supplies	6,838
Taxes	123,818
Telephone	17,329
Uniforms	7,882
Utilities	<u>10,430</u>
Total Operating Expenses	<u>\$ 1,613,946</u>
Net Income (Loss) from Operations	<u>\$ 236,476</u>

The accompanying accountant's compilation report should be read with this financial statement.

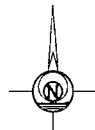
Concho Rural Water Corporation  
Statement of Revenues, Expenses, and Retained Earnings  
Income Tax Basis  
Substantially All Disclosures Omitted  
December 31, 2020

	12 Months Ended <u>December 31, 2020</u>
<u>OTHER REVENUES (EXPENSES)</u>	
Rent Income	\$ 3,300
Interest Income	4,263
Dividend Income	3,198
PPP Loan Forgiveness	105,250
Interest Expense	<u>(50,679)</u>
Total Other Revenues (Expenses)	<u>\$ 65,332</u>
Net Income Before Federal Income Taxes	\$ 301,808
Federal Income Taxes	<u>(42,236)</u>
Net Income	\$ 259,572
Retained Earnings - Beginning	<u>2,830,305</u>
Retained Earnings - Ending	<u><u>\$ 3,089,877</u></u>

The accompanying accountant's compilation report should be read with this financial statement.

## Exhibit “F” Mapping and Affidavits





SCALE 1"=100'  
0 50 100 200  
Feet

NOTE: Bearings and distances are based on  
Texas State Plane, Central Zone  
coordinate system. Distances are on surface  
horizontal.

TRACT A IS HEREBY DEDICATED AS A  
UNDERGROUND UTILITY, WASTEWATER AND  
DRAINAGE EASEMENT

ACREAGE SUMMARY  
Total Acreage - 103.288 Ac  
Residential - 87.220 Ac  
Right-of-Way - 16.068 Ac

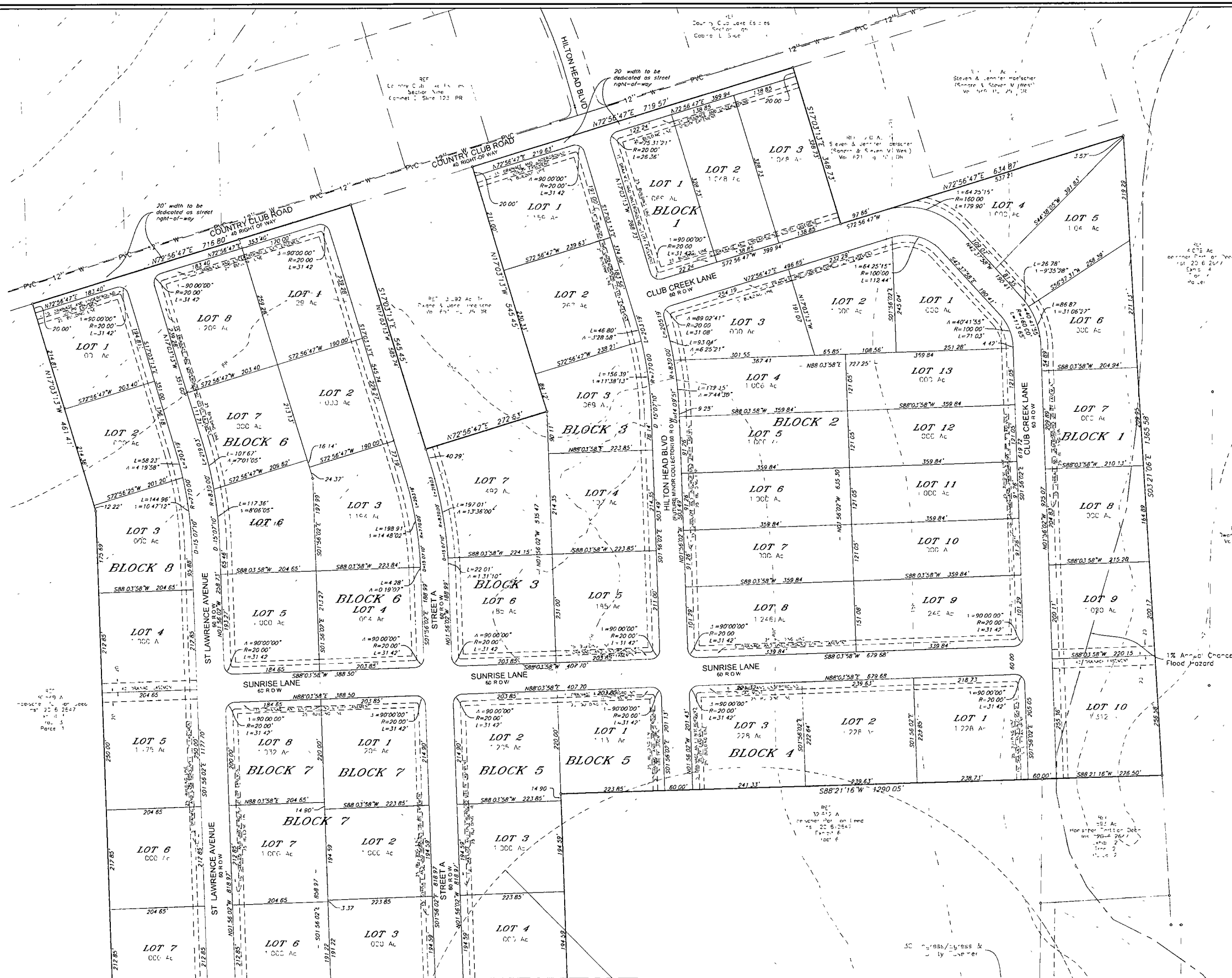
CITY PLANNING COMMISSION  
Approved for preliminary purposes on  
the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ City Planning Commission, San  
Angelo, Texas

CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

**SKG**  
ENGINEERING, LLC  
SURVEYING • ENVIRONMENTAL • LAB/CMT

706 SOUTH ABE STREET  
SAN ANGELO, TEXAS 76903  
P-ONE: 325.655.1288  
FAX: 325.657.8188  
www.skg.com  
Firm No. F-7608 & 10102400



MATCH LINE - SEE SHEET 2 OF 2

PRELIMINARY PLAT

## HOELSCHER FARM ESTATES

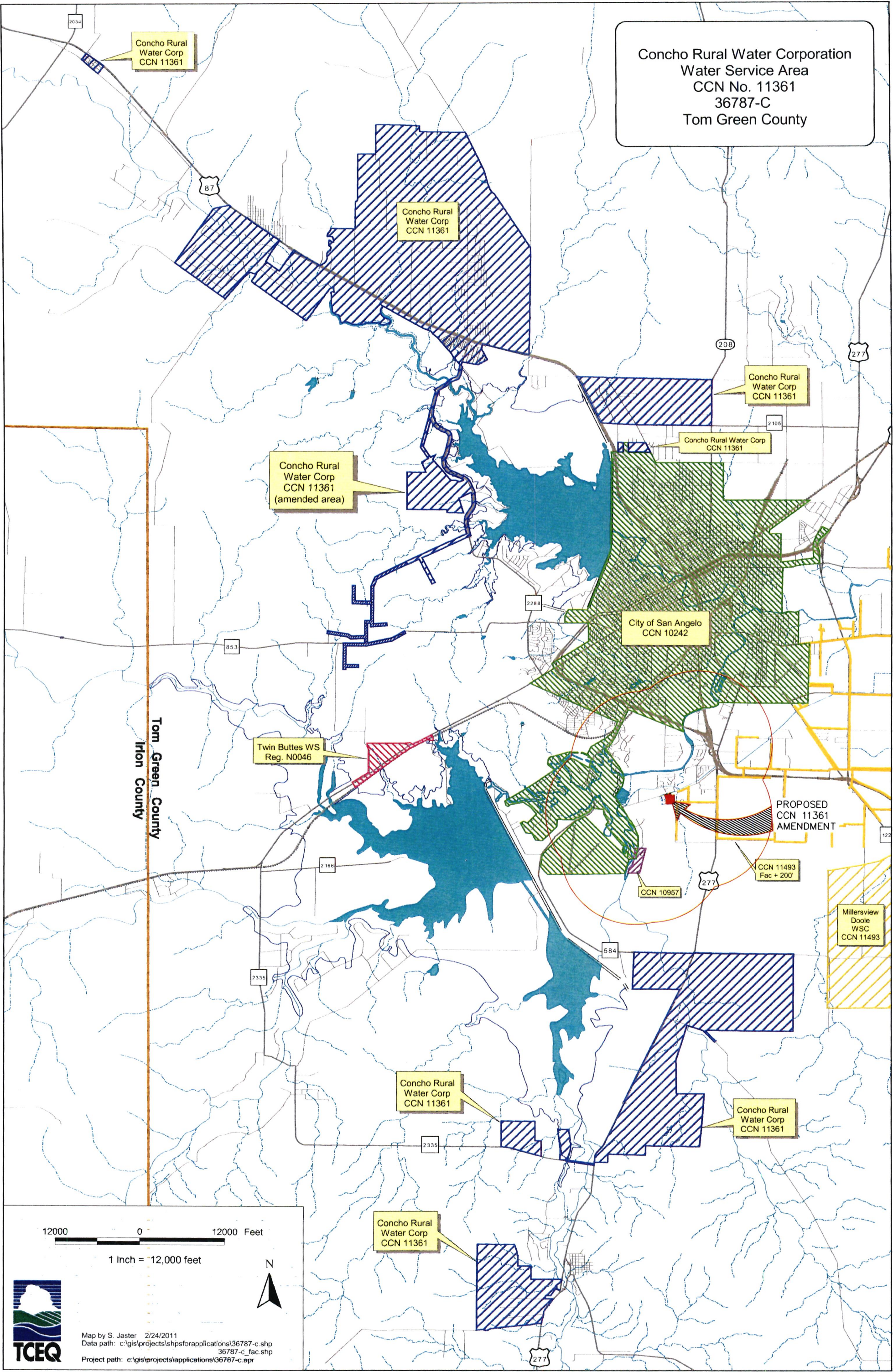
City of San Angelo, Tom Green County, Texas.

OWNERS/DEVELOPERS:

Clifford Hoelscher and wife, Joyce Hoelscher,  
Jerry Hoelscher and wife Arlene Hoelscher and  
Steven Hoelscher and wife Jennifer Hoelscher

Recorded in the  
Public Records of  
Tom Green County, Texas  
Book 5, Page 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 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## Applicant's Oath

STATE OF Texas

COUNTY OF Tom Green

I, Ben Wiese being duly sworn, file this application to  
obtain or amend a water or sewer CCN, as President

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.

I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.



**AFFIANT**

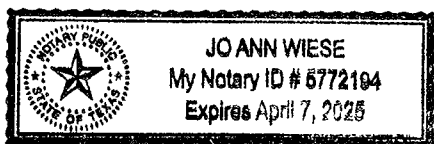
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

**SUBSCRIBED AND SWORN BEFORE ME**, a Notary Public in and for the State of Texas

this day the 12<sup>th</sup> of May, 2022

SEAL



**NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS**

JoAnn Wiese

**PRINT OR TYPE NAME OF NOTARY**

My commission expires:

April 7, 2025