



**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

November 9, 1995

Ms. Pam Hodges  
Finance  
1945 Jackson Rd.  
Carrollton, Texas 75011

Hand Delivered  
November 10, 1995

Re: Water Usage Summary

Dear Pam:

Please find enclosed a water use summary for the area served by Carrollton's sewer system. The report reflects water consumption for the two year period ending October 15, 1995.

Our calculations indicate an annual flow of 44,640,760 gallons based on a winters monthly average flow of 3,720,063 gallons/month. I believe Carrollton's monthly billings for the next fiscal year should be based on these values and then reconciled next October. If you have any questions regarding this report or our wastewater system, please call me directly.

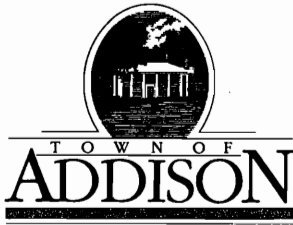
Sincerely,

John R. Baumgartner, P.E.  
Director of Public Works

JRB/amh

Enclosure

cc: Randy Moravec



**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(214) 450-2871

16801 Westgrove

October 19, 1994

Mr. Dudley St. Clair  
Utility Customer Service  
P.O. Box 115120  
Carrollton, Texas 75011-5120

**Hand delivered  
October 19, 1994**

Re: Water usage summary

Dear Mr. St. Clair:

Please find enclosed a water use summary for the area served by Carrollton's sewer system. The report reflects water consumption for the two year period ending September 30, 1994.

Our calculations indicate a annual flow of 47,685,120 gallons based on a winters monthly average flow of 3,973,760 gallons/month. I believe Carrollton's monthly billings for the next fiscal year should be based on these values and the reconciled next October. If you have any questions regarding this report or our wastewater system, please call me directly.

Sincerely yours,

John R. Baumgartner, P.E.  
Director of Public Works

JRB/gmk

Enclosure

cc: Randy Moravec

JB

WATER CONSUMPTION IN SEWER AREAS B & J TO CARROLLTON  
FROM OCTOBER '92 THRU SEPTEMBER '94

ACCT NUMBER	STREET NUMBER STREET NAME	WATER CONS. ODD YEAR	WATER CONS. MONTH	WATER CONS. EVEN YEAR	1994 WINTER AVG	JAN. FEB. MAR. 1994
000184	16503-31 ADDISON	101,400	JAN	109,900	338,300	WINTER MONTH TOTAL
		119,100	FEB	94,900	112,767	AVG WINTER MONTH
		124,200	MAR	133,500	1,353,200	AVG MONTH TIMES 12
		143,300	APR	118,500		
		126,900	MAY	50,600		
		179,700	JUN	122,900		
		210,400	JUL	40,400		
		163,300	AUG	16,300		
		198,700	SEP	25,800		
		133,200	OCT	160,000		
		174,200	NOV	172,000		
		130,700	DEC	147,200		
ACCT TOTAL		1,805,100	TOTAL	1,192,000		
000187	16601 ADDISON	194,900	JAN	245,800	715,400	WINTER MONTH TOTAL
		239,100	FEB	253,700	238,467	AVG WINTER MONTH
		206,200	MAR	215,900	2,861,600	AVG MONTH TIMES 12
		200,400	APR	200,800		
		189,400	MAY	184,700		
		227,300	JUN	232,500		
		247,900	JUL	241,500		
		320,600	AUG	275,900		
		310,600	SEP	234,100		
		322,400	OCT	380,400		
		270,500	NOV	391,600		
		251,400	DEC	243,900		
ACCT TOTAL		2,980,700	TOTAL	3,100,800		
000190	16601 ADDISON	10,400	JAN	26,100	71,200	WINTER MONTH TOTAL
		7,400	FEB	25,300	23,733	AVG WINTER MONTH
		8,200	MAR	19,800	284,800	AVG MONTH TIMES 12
		0	APR	31,300		
		21,900	MAY	37,600		
		47,300	JUN	27,000		
		53,200	JUL	25,900		
		59,400	AUG	31,600		
		0	SEP	19,200		
		33,000	OCT	10,400		
		27,500	NOV	10,600		
		25,600	DEC	5,600		
ACCT TOTAL		293,900	TOTAL	270,400		
000192	16775 ADDISON	77,100	JAN	62,200	176,400	WINTER MONTH TOTAL
		44,000	FEB	65,400	58,800	AVG WINTER MONTH
		38,000	MAR	48,800	705,600	AVG MONTH TIMES 12

47,100	APR	42,300
50,300	MAY	40,700
46,300	JUN	73,100
42,200	JUL	51,700
43,200	AUG	48,200
46,000	SEP	51,200
46,400	OCT	42,900
51,000	NOV	42,100
61,400	DEC	37,200

ACCT TOTAL 593,000 TOTAL 605,800

000198 16801 ADDISON

109,500	JAN	36,900
115,700	FEB	34,200
105,400	MAR	21,800
121,600	APR	55,600
114,700	MAY	36,400
107,600	JUN	81,200
99,700	JUL	71,100
240,800	AUG	118,000
249,200	SEP	92,500
226,100	OCT	104,300
74,300	NOV	104,600
30,600	DEC	93,000

92,900 WINTER MONTH TOTAL  
 30,967 AVG WINTER MONTH  
 371,600 AVG MONTH TIMES 12

ACCT TOTAL 1,595,200 TOTAL 849,600

000201 16835 ADDISON

1,460	JAN	1,870
1,500	FEB	2,330
1,410	MAR	2,260
1,710	APR	9,570
3,880	MAY	8,400
12,030	JUN	14,540
12,280	JUL	25,470
34,400	AUG	35,180
32,170	SEP	25,490
38,020	OCT	16,680
7,950	NOV	17,600
4,700	DEC	2,520

6,460 WINTER MONTH TOTAL  
 2,153 AVG WINTER MONTH  
 25,840 AVG MONTH TIMES 12

ACCT TOTAL 151,510 TOTAL 161,910

001293 4201 AIRBORN

JAN	25,200
FEB	7,400
MAR	35,400
APR	28,800
MAY	61,000
JUN	51,900
JUL	76,200
AUG	46,400
SEP	45,300
OCT	0
NOV	0
DEC	0

68,000 WINTER MONTH TOTAL  
 22,667 AVG WINTER MONTH  
 272,000 AVG MONTH TIMES 12

ACCT TOTAL 0 TOTAL 377,600

000215	4321 AIRBORN	60,700	JAN	72,800	219,100	WINTER MONTH TOTAL
		72,100	FEB	94,000	73,033	AVG WINTER MONTH
		62,500	MAR	52,300	876,400	AVG MONTH TIMES 12
		78,000	APR	69,500		
		73,700	MAY	61,600		
		95,000	JUN	76,100		
		129,400	JUL	113,700		
		184,300	AUG	116,400		
		118,000	SEP	110,200		
		87,000	OCT	104,600		
		60,800	NOV	82,600		
		60,500	DEC	70,400		

ACCT		1,082,000	TOTAL	1,024,200		
TOTAL						

000230	4310 AMELIA EARHART	7,200	JAN	17,700	45,500	WINTER MONTH TOTAL
		9,100	FEB	15,300	15,167	AVG WINTER MONTH
		9,600	MAR	12,500	182,000	AVG MONTH TIMES 12
		11,500	APR	13,500		
		13,500	MAY	12,800		
		11,400	JUN	18,800		
		11,400	JUL	12,700		
		13,800	AUG	19,600		
		12,000	SEP	18,600		
		11,100	OCT	13,400		
		13,400	NOV	23,000		
		14,600	DEC	11,400		

ACCT		138,600	TOTAL	189,300		
TOTAL						

000632	4500 CLAIRE CHENNAULT	5,800	JAN	8,300	27,800	WINTER MONTH TOTAL
		9,300	FEB	9,100	9,267	AVG WINTER MONTH
		8,000	MAR	10,400	111,200	AVG MONTH TIMES 12
		8,500	APR	11,300		
		9,300	MAY	10,900		
		11,200	JUN	12,700		
		62,000	JUL	9,400		
		41,500	AUG	12,600		
		83,400	SEP	11,700		
		9,800	OCT	11,600		
		8,400	NOV	11,700		
		8,300	DEC	7,800		

ACCT		265,500	TOTAL	127,500		
TOTAL						

000637	4505 CLAIRE CHENNAULT	5,900	JAN	5,700	15,300	WINTER MONTH TOTAL
		10,000	FEB	4,700	5,100	AVG WINTER MONTH
		10,200	MAR	4,900	61,200	AVG MONTH TIMES 12
		12,200	APR	5,100		
		5,600	MAY	4,800		
		5,800	JUN	5,700		
		9,700	JUL	6,300		
		11,000	AUG	29,600		
		6,800	SEP	5,700		
		9,000	OCT	20,800		
		6,300	NOV	28,800		
		11,300	DEC	10,100		

ACCT		103,800	TOTAL	132,200			
TOTAL							
000652	4554	CLAIRE CHENNAULT	13,180	JAN	24,000	59,580	WINTER MONTH TOTAL
			18,860	FEB	22,110	19,860	AVG WINTER MONTH
			34,910	MAR	13,470	238,320	AVG MONTH TIMES 12
			22,670	APR	16,420		
			32,850	MAY	20,070		
			64,660	JUN	33,850		
			56,420	JUL	35,840		
			71,590	AUG	45,210		
			54,690	SEP	43,080		
			22,690	OCT	24,310		
			19,740	NOV	17,570		
			22,710	DEC	15,470		

ACCT		434,970	TOTAL	311,400			
TOTAL							
000658	4570	CLAIRE CHENNAULT	8,650	JAN	10,830	27,640	WINTER MONTH TOTAL
			97,610	FEB	10,930	9,213	AVG WINTER MONTH
			5,980	MAR	5,880	110,560	AVG MONTH TIMES 12
			5,710	APR	8,930		
			4,180	MAY	15,990		
			4,750	JUN	19,110		
			19,880	JUL	14,260		
			16,480	AUG	19,150		
			7,110	SEP	20,430		
			9,040	OCT	6,440		
			7,040	NOV	7,720		
			14,610	DEC	3,560		

ACCT		201,040	TOTAL	143,230			
TOTAL							
000660	4572	CLAIRE CHENNAULT	13,900	JAN	23,870	56,180	WINTER MONTH TOTAL
			12,350	FEB	12,930	18,727	AVG WINTER MONTH
			9,730	MAR	19,380	224,720	AVG MONTH TIMES 12
			7,500	APR	48,720		
			600	MAY	41,080		
			6,220	JUN	46,390		
			6,500	JUL	31,050		
			52,240	AUG	41,080		
			57,630	SEP	38,200		
			81,760	OCT	16,120		
			23,570	NOV	20,280		
			62,480	DEC	17,870		

ACCT		334,480	TOTAL	356,970			
TOTAL							
000669	4574	CLAIRE CHENNAULT	7,800	JAN	6,100	20,100	WINTER MONTH TOTAL
			8,600	FEB	7,000	6,700	AVG WINTER MONTH
			8,000	MAR	7,000	80,400	AVG MONTH TIMES 12
			7,700	APR	6,800		
			8,200	MAY	4,600		
			9,000	JUN	3,900		
			10,000	JUL	4,000		
			8,600	AUG	4,100		
			6,400	SEP	4,100		

6,700	OCT	12,000
9,000	NOV	9,200
6,500	DEC	8,900

ACCT TOTAL	96,500	TOTAL	77,700
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000696	4575	CLAIRE CHENNAULT	1,000	JAN	4,700	11,400	WINTER MONTH TOTAL
			1,500	FEB	4,200	3,800	AVG WINTER MONTH
			17,400	MAR	2,500	45,600	AVG MONTH TIMES 12
			1,400	APR	7,900		
			33,800	MAY	2,900		
			3,500	JUN	4,100		
			600	JUL	7,200		
			700	AUG	3,500		
			900	SEP	2,600		
			1,100	OCT	1,800		
			12,400	NOV	1,600		
			7,600	DEC	1,300		

ACCT TOTAL	81,900	TOTAL	44,300
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000703	4576	CLAIRE CHENNAULT	3,400	JAN	5,200	16,700	WINTER MONTH TOTAL
			5,400	FEB	5,500	5,567	AVG WINTER MONTH
			4,500	MAR	6,000	66,800	AVG MONTH TIMES 12
			4,600	APR	6,200		
			4,700	MAY	5,300		
			7,500	JUN	7,500		
			6,500	JUL	7,300		
			5,700	AUG	8,800		
			5,700	SEP	5,800		
			4,700	OCT	3,000		
			4,900	NOV	2,200		
			4,900	DEC	4,800		

ACCT TOTAL	62,500	TOTAL	67,600
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000704	4580	CLAIRE CHENNAULT	6,300	JAN	5,100	19,100	WINTER MONTH TOTAL
			6,700	FEB	5,700	6,367	AVG WINTER MONTH
			7,000	MAR	8,300	76,400	AVG MONTH TIMES 12
			6,900	APR	6,000		
			7,900	MAY	5,500		
			7,700	JUN	9,600		
			7,400	JUL	7,000		
			5,700	AUG	49,900		
			5,500	SEP	7,700		
			5,200	OCT	7,800		
			5,500	NOV	8,600		
			5,300	DEC	5,800		

ACCT TOTAL	77,100	TOTAL	127,000
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000705	4581	CLAIRE CHENNAULT	320	JAN	8,480	30,100	WINTER MONTH TOTAL
			360	FEB	11,610	10,033	AVG WINTER MONTH
			400	MAR	10,010	120,400	AVG MONTH TIMES 12
			1,080	APR	9,840		
			3,310	MAY	7,610		
			12,710	JUN	12,960		

8,820	JUL	12,930
7,270	AUG	9,290
9,130	SEP	7,820
6,620	OCT	330
10,430	NOV	280
8,540	DEC	240

ACCT TOTAL 68,990 TOTAL 91,400

000707	4582	CLAIRE CHENNAULT	4,400	JAN	23,500	95,200	WINTER MONTH TOTAL
			6,100	FEB	33,900	31,733	AVG WINTER MONTH
			3,400	MAR	37,800	380,800	AVG MONTH TIMES 12
			9,400	APR	13,100		
			5,700	MAY	6,900		
			3,400	JUN	14,700		
			7,000	JUL	19,100		
			11,500	AUG	77,900		
			6,800	SEP	16,000		
			6,800	OCT	26,200		
			20,900	NOV	9,300		
			47,600	DEC	2,800		

ACCT TOTAL 133,000 TOTAL 281,200

000742	4584	CLAIRE CHENNAULT	8,800	JAN	9,300	29,900	WINTER MONTH TOTAL
			18,500	FEB	9,800	9,967	AVG WINTER MONTH
			7,600	MAR	10,800	119,600	AVG MONTH TIMES 12
			11,600	APR	19,300		
			18,200	MAY	21,200		
			47,800	JUN	41,700		
			64,800	JUL	49,500		
			69,900	AUG	80,900		
			64,100	SEP	150,200		
			26,600	OCT	34,000		
			21,100	NOV	30,300		
			10,900	DEC	8,200		

ACCT TOTAL 369,900 TOTAL 465,200

000743	4585	CLAIRE CHENNAULT	6,290	JAN	12,930	50,730	WINTER MONTH TOTAL
			7,280	FEB	12,550	16,910	AVG WINTER MONTH
			6,630	MAR	25,250	202,920	AVG MONTH TIMES 12
			7,880	APR	11,570		
			6,690	MAY	15,100		
			8,700	JUN	12,200		
			7,990	JUL	8,070		
			6,970	AUG	6,900		
			8,790	SEP	4,860		
			8,400	OCT	6,360		
			10,050	NOV	0		
			11,200	DEC	12,840		

ACCT TOTAL 96,870 TOTAL 128,630

000921	15790	DOOLEY	18,800	JAN	24,600	82,700	WINTER MONTH TOTAL
			20,800	FEB	29,800	567	AVG WINTER MONTH
			23,900	MAR	28,300	800	AVG MONTH TIMES 12



24,000	APR	31,300
25,300	MAY	52,500
26,000	JUN	30,100
27,700	JUL	22,000
25,800	AUG	22,900
25,000	SEP	19,800
25,500	OCT	25,200
31,000	NOV	14,100
26,300	DEC	16,500

ACCT		300,100	TOTAL	317,100
TOTAL				

000925	15800	DOOLEY	3,300	JAN	16,500	28,800	WINTER MONTH TOTAL
			12,600	FEB	4,500	9,600	AVG WINTER MONTH
			11,000	MAR	7,800	115,200	AVG MONTH TIMES 12
			80,600	APR	5,600		
			35,500	MAY	5,700		
			18,000	JUN	25,500		
			12,900	JUL	8,200		
			13,500	AUG	7,100		
			6,500	SEP	20,800		
			5,300	OCT	29,000		
			5,400	NOV	14,700		
			5,400	DEC	4,200		

ACCT		210,000	TOTAL	149,600
TOTAL				

000930	15900	DOOLEY	4,530	JAN	1,830	6,200	WINTER MONTH TOTAL
			2,470	FEB	1,980	2,067	AVG WINTER MONTH
			14,513	MAR	2,390	24,800	AVG MONTH TIMES 12
			4,447	APR	3,200		
			3,860	MAY	2,260		
			2,440	JUN	1,660		
			2,290	JUL	2,050		
			2,860	AUG	2,250		
			2,260	SEP	1,800		
			1,850	OCT	4,210		
			1,850	NOV	4,740		
			2,830	DEC	3,580		

ACCT		46,200	TOTAL	31,950
TOTAL				

000932	15904	DOOLEY	1,200	JAN	7,890	23,410	WINTER MONTH TOTAL
			1,560	FEB	8,670	7,803	AVG WINTER MONTH
			1,520	MAR	6,850	93,640	AVG MONTH TIMES 12
			1,770	APR	7,410		
			2,550	MAY	6,550		
			7,630	JUN	9,050		
			9,680	JUL	7,550		
			10,100	AUG	8,490		
			9,590	SEP	8,810		
			10,460	OCT	2,780		
			270	NOV	2,200		
			18,770	DEC	1,410		

ACCT		75,100	TOTAL	77,660
TOTAL				

000935	15906	DOOLEY	14,750	JAN	11,890	36,280	WINTER MONTH TOTAL
			9,010	FEB	12,220	12,093	AVG WINTER MONTH
			10,300	MAR	12,170	145,120	AVG MONTH TIMES 12
			8,130	APR	15,140		
			8,740	MAY	9,350		
			10,530	JUN	15,060		
			10,120	JUL	11,040		
			12,320	AUG	9,840		
			8,670	SEP	16,990		
			8,170	OCT	9,610		
			8,230	NOV	11,960		
			8,190	DEC	10,420		

ACCT			117,160	TOTAL	145,690		
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000937	16115	DOOLEY	10,600	JAN	16,500	42,100	WINTER MONTH TOTAL
			14,400	FEB	14,500	14,033	AVG WINTER MONTH
			12,600	MAR	11,100	168,400	AVG MONTH TIMES 12
			16,900	APR	13,900		
			18,900	MAY	9,200		
			16,300	JUN	8,400		
			25,700	JUL	6,500		
			16,400	AUG	11,600		
			15,900	SEP	6,700		
			16,600	OCT	11,900		
			16,800	NOV	11,300		
			13,800	DEC	10,300		

ACCT			194,900	TOTAL	131,900		
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000939	16129	DOOLEY	1,910	JAN	6,740	18,230	WINTER MONTH TOTAL
			3,880	FEB	5,420	6,077	AVG WINTER MONTH
			3,580	MAR	6,070	72,920	AVG MONTH TIMES 12
			4,080	APR	8,140		
			4,070	MAY	7,780		
			8,020	JUN	16,760		
			6,850	JUL	5,740		
			6,500	AUG	5,640		
			8,420	SEP	9,480		
			8,100	OCT	3,390		
			8,660	NOV	1,670		
			5,510	DEC	1,610		

ACCT			69,580	TOTAL	78,440		
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001042	4115	KELLER SPRINGS	34,000	JAN	7,000	46,700	WINTER MONTH TOTAL
			22,100	FEB	27,600	15,567	AVG WINTER MONTH
			7,400	MAR	12,100	186,800	AVG MONTH TIMES 12
			8,500	APR	66,900		
			7,200	MAY	95,300		
			8,300	JUN	14,600		
			7,900	JUL	12,400		
			9,200	AUG	16,200		
			8,600	SEP	13,100		
			8,000	OCT	46,900		
			7,400	NOV	48,900		
			6,800	DEC	25,000		

ACCT TOTAL		135,400	TOTAL	386,000		
001516	4125 KELLER SPRINGS	124,000	JAN	30,400	145,800	WINTER MONTH TOTAL
		69,100	FEB	65,700	48,600	AVG WINTER MONTH
		24,300	MAR	49,700	583,200	AVG MONTH TIMES 12
		75,800	APR	59,200		
		92,400	MAY	62,800		
		99,000	JUN	57,100		
		88,200	JUL	45,400		
		51,100	AUG	53,900		
		54,900	SEP	81,100		
		76,700	OCT	33,300		
		45,900	NOV	51,400		
		35,300	DEC	82,100		

ACCT TOTAL		836,700	TOTAL	672,100		
001122	4150 KELLWAY	19,500	JAN	34,400	113,300	WINTER MONTH TOTAL
		41,600	FEB	32,200	37,767	AVG WINTER MONTH
		32,200	MAR	46,700	453,200	AVG MONTH TIMES 12
		23,900	APR	37,100		
		21,500	MAY	23,400		
		22,100	JUN	25,300		
		22,600	JUL	28,400		
		23,800	AUG	37,400		
		35,800	SEP	50,700		
		34,200	OCT	25,600		
		31,300	NOV	28,100		
		25,200	DEC	21,900		

ACCT TOTAL		333,700	TOTAL	391,200		
001125	4201 KELLWAY	7,880	JAN	37,920	58,760	WINTER MONTH TOTAL
		13,190	FEB	6,540	19,587	AVG WINTER MONTH
		9,790	MAR	14,300	235,040	AVG MONTH TIMES 12
		2,180	APR	2,760		
		1,860	MAY	35,760		
		140	JUN	2,840		
		140	JUL	7,130		
		21,000	AUG	1,460		
		1,250	SEP	22,000		
		14,000	OCT	26,690		
		52,580	NOV	9,990		
		93,550	DEC	7,340		

ACCT TOTAL		217,560	TOTAL	174,730	11,181,080	SUBTOTAL FIRST 33
001126	4201 KELLWAY	25,910	JAN	2,890	4,780	WINTER MONTH TOTAL
		39,840	FEB	1,040	1,593	AVG WINTER MONTH
		27,500	MAR	850	19,120	AVG MONTH TIMES 12
		440	APR	870		
		330	MAY	740		
		30	JUN	870		
		0	JUL	710		
		28,380	AUG	990		
		210	SEP	850		

		0	OCT	66,030		
		59,130	NOV	30,170		
		610	DEC	25,260		
		-----				
ACCT		182,380	TOTAL	131,270		
TOTAL						
001127	4251 KELLWAY	41,400	JAN	51,900	249,300	WINTER MONTH TOTAL
		39,100	FEB	93,900	83,100	AVG WINTER MONTH
		37,000	MAR	103,500	997,200	AVG MONTH TIMES 12
		42,800	APR	88,400		
		59,000	MAY	94,200		
		82,400	JUN	151,000		
		86,000	JUL	180,400		
		88,700	AUG	158,700		
		91,400	SEP	98,900		
		125,600	OCT	40,700		
		134,500	NOV	34,000		
		53,400	DEC	28,200		
		-----				
ACCT		881,300	TOTAL	1,123,800		
TOTAL						
001128	4260-90 KELLWAY	6,700	JAN	60,000	140,200	WINTER MONTH TOTAL
		28,300	FEB	49,200	46,733	AVG WINTER MONTH
		22,500	MAR	31,000	560,800	AVG MONTH TIMES 12
		23,100	APR	28,900		
		40,300	MAY	26,500		
		22,900	JUN	12,400		
		15,900	JUL	8,900		
		18,800	AUG	16,400		
		17,700	SEP	15,200		
		22,700	OCT	11,400		
		25,700	NOV	13,000		
		48,800	DEC	7,300		
		-----				
ACCT		293,400	TOTAL	280,200		
TOTAL						
001130	4265 KELLWAY	42,100	JAN	34,800	91,300	WINTER MONTH TOTAL
		62,100	FEB	19,000	30,433	AVG WINTER MONTH
		46,900	MAR	37,500	365,200	AVG MONTH TIMES 12
		58,500	APR	30,500		
		65,700	MAY	71,800		
		90,400	JUN	66,500		
		97,200	JUL	82,600		
		91,900	AUG	87,300		
		82,300	SEP	80,800		
		95,000	OCT	55,300		
		89,000	NOV	76,400		
		52,000	DEC	63,400		
		-----				
ACCT		873,100	TOTAL	705,900		
TOTAL						
001494	15700 MIDWAY	0	JAN	64,800	195,100	WINTER MONTH TOTAL
		56,200	FEB	76,200	65,033	AVG WINTER MONTH
		69,100	MAR	54,100	780,400	AVG MONTH TIMES 12
		114,200	APR	64,700		
		135,000	MAY	115,900		
		158,800	JUN	221,600		

177,000	JUL	156,400
178,900	AUG	150,200
172,600	SEP	124,100
80,700	OCT	8,800
62,500	NOV	0
69,600	DEC	0

ACCT TOTAL	1,274,600	TOTAL	1,036,800
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001495	15700	MIDWAY	65,790	JAN	21,410	70,490	WINTER MONTH TOTAL
			14,190	FEB	23,740	23,497	AVG WINTER MONTH
			40,530	MAR	25,340	281,960	AVG MONTH TIMES 12
			46,410	APR	19,940		
			29,960	MAY	12,360		
			65,600	JUN	21,260		
			24,720	JUL	19,870		
			18,790	AUG	16,130		
			18,130	SEP	23,490		
			17,040	OCT	38,680		
			22,210	NOV	50,130		
			19,750	DEC	37,750		

ACCT TOTAL	383,120	TOTAL	310,100
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001498	15770-82	MIDWAY	2,100	JAN	7,600	18,000	WINTER MONTH TOTAL
			2,200	FEB	7,300	6,000	AVG WINTER MONTH
			2,800	MAR	3,100	72,000	AVG MONTH TIMES 12
			3,700	APR	4,100		
			3,200	MAY	3,800		
			3,400	JUN	5,800		
			5,000	JUL	4,800		
			2,700	AUG	7,000		
			3,200	SEP	15,100		
			4,800	OCT	2,200		
			2,300	NOV	4,800		
			0	DEC	2,300		

ACCT TOTAL	35,400	TOTAL	67,900
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001501	15800-20	MIDWAY	50,100	JAN	36,800	85,600	WINTER MONTH TOTAL
			33,600	FEB	33,300	28,533	AVG WINTER MONTH
			44,400	MAR	15,500	342,400	AVG MONTH TIMES 12
			44,100	APR	17,800		
			74,200	MAY	41,400		
			39,300	JUN	16,700		
			29,900	JUL	113,200		
			36,100	AUG	27,400		
			21,400	SEP	12,700		
			34,500	OCT	37,800		
			32,900	NOV	36,700		
			29,000	DEC	40,600		

ACCT TOTAL	469,500	TOTAL	429,900
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001504	15870	MIDWAY	38,000	JAN	56,730	170,140	WINTER MONTH TOTAL
			25,890	FEB	55,060	56,713	AVG WINTER MONTH
			35,020	MAR	58,350	680,560	AVG MONTH TIMES 12

105,710	APR	66,760
30,570	MAY	64,240
80,130	JUN	98,810
98,400	JUL	82,340
117,250	AUG	113,370
128,540	SEP	87,210
90,800	OCT	202,280
81,380	NOV	229,030
57,040	DEC	97,680

ACCT TOTAL 888,730 TOTAL 1,211,860

001506 15900-60 MIDWAY

64,700	JAN	84,800
88,600	FEB	103,800
65,400	MAR	159,500
92,700	APR	116,100
129,800	MAY	146,600
176,500	JUN	176,900
171,200	JUL	150,300
252,300	AUG	192,900
234,300	SEP	227,700
170,300	OCT	288,300
115,000	NOV	157,400
107,900	DEC	94,300

348,100 WINTER MONTH TOTAL  
 116,033 AVG WINTER MONTH  
 1,392,400 AVG MONTH TIMES 12

ACCT TOTAL 1,668,700 TOTAL 1,898,600

\* 001507 16260 MIDWAY

2,020	JAN	2,200
2,620	FEB	2,750
2,300	MAR	1,900
3,580	APR	2,040
6,130	MAY	2,120
14,480	JUN	3,510
21,070	JUL	2,200
52,290	AUG	10,540
33,480	SEP	25,230
3,230	OCT	8,620
3,710	NOV	8,100
2,650	DEC	2,080

6,850 WINTER MONTH TOTAL  
 2,283 AVG WINTER MONTH  
 27,400 AVG MONTH TIMES 12

ACCT TOTAL 147,560 TOTAL 71,290

\* 001508 16300 MIDWAY

1,900	JAN	1,700
2,400	FEB	1,700
2,000	MAR	3,000
2,700	APR	3,200
2,200	MAY	3,600
2,400	JUN	2,400
3,100	JUL	2,200
3,300	AUG	1,900
3,100	SEP	2,200
1,900	OCT	2,400
2,200	NOV	2,500
1,700	DEC	1,900

6,400 WINTER MONTH TOTAL  
 2,133 AVG WINTER MONTH  
 25,600 AVG MONTH TIMES 12

ACCT TOTAL 28,900 TOTAL 28,700

TOTAL

001509	16304	MIDWAY	4,400	JAN	6,000	14,800	WINTER MONTH TOTAL
			6,100	FEB	3,200	4,933	AVG WINTER MONTH
			2,400	MAR	5,600	59,200	AVG MONTH TIMES 12
			2,900	APR	13,300		
			4,100	MAY	32,700		
			2,800	JUN	84,900		
			2,400	JUL	2,100		
			3,300	AUG	3,300		
			3,300	SEP	7,400		
			3,000	OCT	3,500		
			4,300	NOV	3,600		
			0	DEC	3,100		

ACCT			39,000	TOTAL	168,700		
TOTAL							

001435	4500	SOJOURN	1,775,300	JAN	1,707,000	5,622,000	WINTER MONTH TOTAL
			2,093,900	FEB	2,139,900	1,874,000	AVG WINTER MONTH
			1,744,200	MAR	1,775,100	22,488,000	AVG MONTH TIMES 12
			1,964,200	APR	1,828,200		
			1,932,400	MAY	1,525,300		
			2,143,500	JUN	2,133,000		
			1,991,300	JUL	1,861,700		
			2,468,100	AUG	2,030,800		
			2,414,700	SEP	1,913,000		
			2,207,900	OCT	2,157,100		
			2,264,300	NOV	2,010,100		
			2,218,600	DEC	1,971,100		

ACCT			25,218,400	TOTAL	23,052,300		
TOTAL							

001521	4300-24	SUNBELT	0	JAN	35,500	90,000	WINTER MONTH TOTAL
			76,400	FEB	31,100	30,000	AVG WINTER MONTH
			45,200	MAR	23,400	360,000	AVG MONTH TIMES 12
			65,200	APR	23,400		
			65,400	MAY	24,100		
			77,800	JUN	47,200		
			34,700	JUL	70,100		
			136,400	AUG	95,600		
			76,100	SEP	82,500		
			42,200	OCT	80,100		
			24,500	NOV	90,800		
			42,000	DEC	74,300		

ACCT			685,900	TOTAL	678,100		
TOTAL							

001093	4384	SUNBELT	22,200	JAN	40,000	93,200	WINTER MONTH TOTAL
			21,400	FEB	30,200	31,067	AVG WINTER MONTH
			26,300	MAR	23,000	372,800	AVG MONTH TIMES 12
			28,400	APR	25,200		
			48,700	MAY	29,400		
			38,100	JUN	21,300		
			19,400	JUL	13,000		
			78,900	AUG	11,900		
			98,000	SEP	9,500		
			53,100	OCT	13,600		
			40,300	NOV	15,800		
			32,000	DEC	12,400		

ACCT		506,800	TOTAL	245,300		
TOTAL						
001100	4393 SUNBELT	10,500	JAN	10,300	34,900	WINTER MONTH TOTAL
		16,200	FEB	13,200	11,633	AVG WINTER MONTH
		13,900	MAR	11,400	139,600	AVG MONTH TIMES 12
		14,800	APR	14,300		
		15,100	MAY	19,200		
		15,000	JUN	13,800		
		20,100	JUL	27,900		
		15,700	AUG	13,300		
		42,000	SEP	12,800		
		12,900	OCT	14,200		
		13,200	NOV	13,200		
		11,100	DEC	10,200		

ACCT		200,500	TOTAL	173,800		
TOTAL						
001106	4400 SUNBELT	125,800	JAN	147,400	342,100	WINTER MONTH TOTAL
		130,000	FEB	118,300	114,033	AVG WINTER MONTH
		121,200	MAR	76,400	1,368,400	AVG MONTH TIMES 12
		155,400	APR	95,400		
		131,700	MAY	110,200		
		144,700	JUN	38,500		
		130,100	JUL	34,500		
		190,000	AUG	43,000		
		170,600	SEP	32,700		
		182,100	OCT	144,700		
		168,100	NOV	116,500		
		292,100	DEC	106,200		

ACCT		1,941,800	TOTAL	1,063,800		
TOTAL						
001108	4501 SUNBELT	7,410	JAN	17,090	57,490	WINTER MONTH TOTAL
		9,650	FEB	20,040	19,163	AVG WINTER MONTH
		16,220	MAR	20,360	229,960	AVG MONTH TIMES 12
		26,220	APR	43,740		
		28,140	MAY	26,460		
		39,920	JUN	36,930		
		23,450	JUL	34,700		
		46,380	AUG	46,830		
		23,700	SEP	90,630		
		26,740	OCT	1,640		
		16,740	NOV	28,230		
		18,460	DEC	4,020		

ACCT		283,030	TOTAL	370,670		
TOTAL						
001111	4535 SUNBELT	8,880	JAN	13,030	54,080	WINTER MONTH TOTAL
		11,890	FEB	18,150	18,027	AVG WINTER MONTH
		11,110	MAR	22,900	216,320	AVG MONTH TIMES 12
		11,500	APR	44,120		
		26,380	MAY	30,210		
		70,970	JUN	34,990		
		46,840	JUL	28,120		
		54,120	AUG	33,590		
		34,600	SEP	32,950		



30,440	OCT	38,270
13,160	NOV	50,150
16,110	DEC	24,470

ACCT	336,000	TOTAL	370,950
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TOTAL

001112 4544-62 SUNBELT

77,800	JAN	156,800
59,800	FEB	191,500
53,600	MAR	203,800
95,800	APR	231,800
107,100	MAY	216,900
92,400	JUN	273,500
106,600	JUL	143,100
212,000	AUG	186,800
371,000	SEP	134,300
181,700	OCT	100,600
184,900	NOV	104,900
162,200	DEC	84,300

552,100	WINTER MONTH TOTAL
184,033	AVG WINTER MONTH
2,208,400	AVG MONTH TIMES 12

ACCT	1,704,900	TOTAL	2,028,300
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TOTAL

001114 4620 SUNBELT

8,900	JAN	3,600
9,700	FEB	3,800
8,800	MAR	4,500
12,500	APR	4,800
8,000	MAY	3,500
12,900	JUN	4,000
11,900	JUL	4,300
13,400	AUG	3,700
7,400	SEP	3,400
4,800	OCT	12,200
4,500	NOV	10,900
4,000	DEC	8,900

11,900	WINTER MONTH TOTAL
3,967	AVG WINTER MONTH
47,600	AVG MONTH TIMES 12

ACCT	106,900	TOTAL	67,600
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TOTAL

001116 4655 SUNBELT

0	JAN	4,100
100	FEB	3,900
0	MAR	3,200
1,000	APR	3,700
2,400	MAY	3,700
1,200	JUN	2,600
100	JUL	2,500
800	AUG	2,500
2,200	SEP	2,900
2,000	OCT	0
2,400	NOV	100
3,600	DEC	100

11,200	WINTER MONTH TOTAL
3,733	AVG WINTER MONTH
44,800	AVG MONTH TIMES 12

ACCT	15,800	TOTAL	29,300
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TOTAL

001367 4200 WESTGROVE

16,020	JAN	9,180
9,340	FEB	8,250
7,200	MAR	7,170
7,410	APR	8,230
5,710	MAY	6,030
3,810	JUN	9,770

24,600	WINTER MONTH TOTAL
8,200	AVG WINTER MONTH
98,400	AVG MONTH TIMES 12

5,250	JUL	10,850
8,360	AUG	10,860
7,480	SEP	12,310
12,360	OCT	7,640
7,130	NOV	11,970
9,880	DEC	22,660

ACCT TOTAL 601370 4300 WESTGROVE 99,950 TOTAL 124,920

25,600	JAN	29,400
32,200	FEB	32,000
30,400	MAR	28,400
31,700	APR	33,800
33,400	MAY	24,400
37,700	JUN	35,300
41,200	JUL	30,800
34,000	AUG	32,600
32,400	SEP	34,600
37,300	OCT	35,300
33,700	NOV	35,200
29,600	DEC	22,500

89,800 WINTER MONTH TOTAL  
29,933 AVG WINTER MONTH  
359,200 AVG MONTH TIMES 12

ACCT TOTAL 001377 4385 WESTGROVE 399,200 TOTAL 374,300

11,400	JAN	0
17,100	FEB	14,300
15,300	MAR	9,800
15,500	APR	13,100
12,200	MAY	8,800
12,400	JUN	24,200
8,300	JUL	16,300
27,300	AUG	12,100
28,900	SEP	18,200
31,800	OCT	16,600
24,300	NOV	10,200
12,100	DEC	31,200

24,100 WINTER MONTH TOTAL  
8,033 AVG WINTER MONTH  
96,400 AVG MONTH TIMES 12

ACCT TOTAL 001380 4399 WESTGROVE 216,600 TOTAL 174,800

1,090	JAN	1,850
1,190	FEB	2,190
1,020	MAR	7,440
1,290	APR	2,220
1,460	MAY	1,770
1,350	JUN	1,300
770	JUL	3,550
1,590	AUG	0
1,870	SEP	0
1,280	OCT	3,040
1,310	NOV	3,410
1,640	DEC	3,370

11,480 WINTER MONTH TOTAL  
3,827 AVG WINTER MONTH  
45,920 AVG MONTH TIMES 12

ACCT TOTAL 001381 4444 WESTGROVE 15,860 TOTAL 30,140

10,400	JAN	13,900
13,900	FEB	26,800
13,700	MAR	13,000

53,700 WINTER MONTH TOTAL  
17,900 AVG WINTER MONTH  
18,800 AVG MONTH TIMES 12

16,200	APR	13,600
17,700	MAY	16,200
16,000	JUN	22,000
17,800	JUL	18,600
18,800	AUG	10,000
17,500	SEP	91,900
17,800	OCT	11,200
16,900	NOV	11,700
12,500	DEC	9,700

ACCT TOTAL 189,200 TOTAL 258,800

001518	4570	WESTGROVE	20,300	JAN	55,300	133,300	WINTER MONTH TOTAL
			33,700	FEB	45,200	44,433	AVG WINTER MONTH
			36,600	MAR	32,800	533,200	AVG MONTH TIMES 12
			35,600	APR	41,400		
			29,000	MAY	31,500		
			25,900	JUN	38,500		
			30,800	JUL	63,200		
			43,700	AUG	56,700		
			48,300	SEP	34,000		
			39,800	OCT	45,300		
			55,800	NOV	31,200		
			48,900	DEC	24,100		

ACCT TOTAL 448,400 TOTAL 499,200

001520	4575	WESTGROVE	83,000	JAN	45,500	117,500	WINTER MONTH TOTAL
			61,900	FEB	34,000	39,167	AVG WINTER MONTH
			19,600	MAR	38,000	470,000	AVG MONTH TIMES 12
			22,700	APR	45,700		
			49,800	MAY	42,900		
			20,700	JUN	47,100		
			30,800	JUL	33,800		
			38,500	AUG	36,500		
			48,800	SEP	39,800		
			54,900	OCT	64,200		
			38,400	NOV	45,300		
			20,500	DEC	27,600		

ACCT TOTAL 489,600 TOTAL 500,400

001289	16500	WESTGROVE	30,100	JAN	57,500	172,000	WINTER MONTH TOTAL
			52,500	FEB	62,600	57,333	AVG WINTER MONTH
			49,400	MAR	51,900	688,000	AVG MONTH TIMES 12
			52,500	APR	65,800		
			53,800	MAY	55,000		
			49,800	JUN	102,200		
			82,600	JUL	71,000		
			74,500	AUG	45,500		
			74,000	SEP	68,800		
			78,900	OCT	51,800		
			93,700	NOV	40,000		
			74,200	DEC	27,900		

ACCT TOTAL 766,000 TOTAL 700,000

001292	16500	WESTGROVE	78,000	JAN	36,900	117,400	WINTER MONTH TOTAL
			151,900	FEB	22,900	39,133	AVG WINTER MONTH
			112,700	MAR	57,600	469,600	AVG MONTH TIMES 12
			146,200	APR	117,700		
			141,300	MAY	112,700		
			154,400	JUN	141,800		
			142,600	JUL	94,700		
			158,800	AUG	63,300		
			66,200	SEP	110,700		
			80,400	OCT	22,500		
			88,700	NOV	47,100		
			113,000	DEC	72,700		

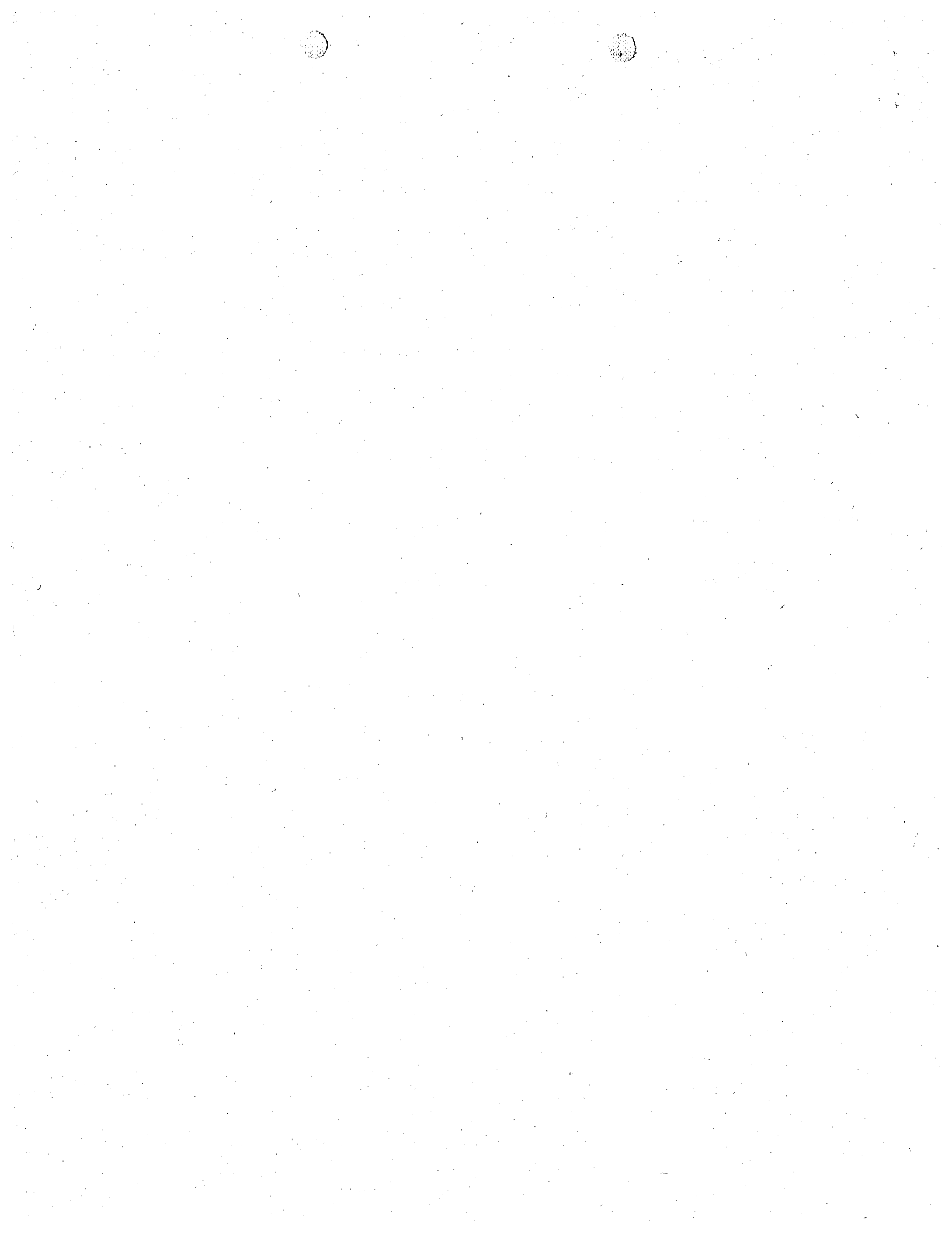
ACCT			1,434,200	TOTAL	900,600		
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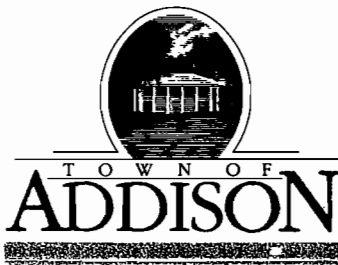
000011	16801	WESTGROVE	22,400	JAN	30,300	112,100	WINTER MONTH TOTAL
			29,100	FEB	38,500	37,367	AVG WINTER MONTH
			21,600	MAR	43,300	448,400	AVG MONTH TIMES 12
			27,500	APR	28,600		
			43,600	MAY	52,900		
			125,300	JUN	73,900		
			158,000	JUL	127,200		
			221,000	AUG	184,600		
			174,700	SEP	111,500		
			91,900	OCT	114,100		
			46,100	NOV	72,600		
			42,900	DEC	18,400		

ACCT			1,004,100	TOTAL	895,900	36,504,040	SUBTOTAL LAST 33
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TOTAL	CONS. FOR CARROLLTON ACCTS.		56,731,790		52,686,510	47,685,120	TOTAL OF WINTER AVG YEARS
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66 ITEMS LISTED.





FINANCE DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-7051

5350 Belt Line Road

November 22, 1993

Mr. Robert B. Scott  
Director of Finance  
City of Carrollton  
P.O. Box 110535  
Carrollton, Texas 75011-0535

Dear Bob:

Please find enclosed an updated consumption report for the areas served by Carrollton's sewer system. The reports reflect water consumption for the two year period ending October, 1993. As I suspected, the winter averages are identical to the averages reported to you in June.

I believe Carrollton's monthly billings should be based on these averages until next March at which time new averages will be available. If you have any questions concerning this matter, please contact me.

Sincerely yours,

Randolph C. Moravec, CGFO  
Finance Director

RCM:rm

Enclosure

cc: John Baumgartner, Public Works Director

COPY

October 7, 1993

Mr. Dan Johnson  
City Manager  
P.O. Box 110535  
Carrollton, Texas 75011

Dear Dan:

I am in receipt of your letter dated 9/29/93 and appreciate you sharing your thoughts and concerns related to Addison's use of the Carrollton's Hutton Branch Sewer line. The issues raised in your letter were reviewed by Town staff and the following represents the Town's position on these issues.

#### **Under-Billing of Previous Year Flows**

For over a decade the Town of Addison has been a conscientious customer of the City of Carrollton. The Town prides itself for making full and prompt payment to satisfy all debts of the Town. This conviction prompted us to immediately bring to your attention the under-reporting of volumes *which the Town discovered* (please refer to the letter from Randy Moravec to Bob Scott dated 6/22/93). Just last week the Town received the invoice from Carrollton for the supplemental billing. Enclosed please find a check for the entire amount due. It is our intent to provide you with accurate billing information on a regular basis so that your invoices reflect the true cost of servicing the Town.

#### **Status of Construction Payments**

The Town has always valued the relationships it has with surrounding communities. For this reason the Town willingly participated in the oversizing of the Hutton Branch line. The \$158,663 investment was made, not because of any existing problems related to transporting the Addison's sewage, but on engineering *projections of possible capacity problems* in the future. The Town's decision (which was based on a study made by your consulting engineers, Espey Huston & Associates, Inc.) to divert flow to the Farmers Branch Sewer Tunnel will result in the loss of this investment. I would like to think however, that this significant investment did purchase for the Town a measure of goodwill with the City of Carrollton; goodwill which should be applied to the capacity issue addressed below.

#### **Capacity Considerations**

I believe this issue should be reviewed in perspective of the following undisputed facts.

- 1) There have been no instances of sewage overflow on the Hutton Branch line.

Letter to Dan Johnson (continued)  
October 7, 1993

- 2) The Hutton Branch line has never experienced surcharge conditions.
- 3) The 1993 Wastewater Update study performed by Espey Huston & Assoc. as it applies to the Hutton Branch line is based on *theoretical* flows; actual flows for this line have never been measured.
- 4) Using winter monthly water consumption averages as a basis for Addison flows, the theoretical peak established by the study is no greater now than the peak established in 1983 prior to the Town's participation in line oversizing.

In light of these facts the Town believes the capacity constraints asserted by Espey Huston are exaggerated and your concerns of EPA sanctions are premature. Also your contention that these theoretical constraints of a Carrollton wastewater line are Addison's responsibility is dubious and subject to considerable debate. I frankly do not believe the Espey Huston study has merit in the context of this issue as long as it is based on inflated theoretical flows. The study would be significantly more credible if it included measurement of *actual* average and peak flows. If your concerns of EPA sanctions are so great, I would encourage Carrollton to arrange for the actual measurement of flows of the lines in question. Addison believes it has no greater responsibility to participate in the costs of measurement than any other customer using the line. However, continuing the Town's practice of maintaining a cooperative relationship with Carrollton, I will offer to participate in the costs on a pro rata basis. I want to emphasize that this offer of participation does not extend to "engineering solutions" unless they are absolutely necessary for public safety and welfare; the Town has no intention of making further unrecoverable investments in Carrollton line improvements.

Dan, you are well aware that the Town has done everything possible to honor its commitment of removing its wastewater flows from Carrollton's lines to the Farmers Branch Sewer Tunnel. The Town will even expedite construction of lines to divert the flow to the tunnel so that the moment the tunnel is completed, our flow will be removed from the Hutton Branch line. Unfortunately the tunnel will take time to complete. Earlier in this letter I mentioned that Addison has earned goodwill with the City of Carrollton. I respectfully request this goodwill be applied to Addison's use of the Hutton Branch line during the time the tunnel is under construction. I look forward to discussing these issues at your earliest convenience.

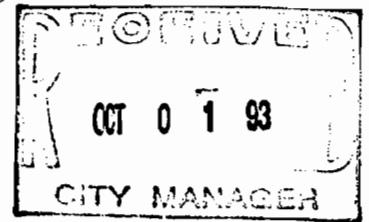
Sincerely,

Ron Whitehead  
City Manager  
RW:RCM:rm





CARROLLTON



**City Manager**

Mr. Ron Whitehead  
City Manager  
Town of Addison  
P.O. Box 144  
Addison, TX 75001

September 29, 1993

Dear Ron:

Thank you for visiting with me this past month on September 1st to discuss several items of mutual concern to Addison and Carrollton. Among our conversations, we discussed the status of Addison's use of Carrollton's Hutton Branch Sanitary Sewer line. I committed from our meeting that I would research the questions you raised, and also document our thoughts and concerns.

Status of Construction Payments.

In May and September 1986, Addison paid Carrollton a total of \$158,653 for a two million gallon per day (mgd) reservation (21% of total capacity) of the 33 inch line being constructed between nodes 45 to 50 of the Hutton Branch line. At the time, Addison intended to remain on the Hutton Branch Line permanently and viewed the 2 mgd volume level as your ultimate build out. In 1989 Addison reversed this earlier decision and elected to jointly construct a sewer interceptor tunnel with Farmers Branch. In a meeting here at our City Hall, Carrollton was notified not to consider Addison flows as part of its wastewater master plan.

In our most recent meeting you mentioned that some might feel that the \$158,653 entitled Addison to either a permanent reservation of capacity or in the event that Addison abandons Hutton Branch, a return of its original contribution. It is Carrollton's position that the \$158,653 payment addressed a critical bottleneck that has allowed Addison to remain on our line since 1986. Addison does have a reservation of capacity but only for those nodes which it helped oversize. Nodes upstream from the improvement (nodes 39-42) continue to have serious capacity constraints that limit the total flows that we can accept (See attached node map). Carrollton does not feel obligated to refund the payment since the additional capacity was constructed at Addison's request and is in excess of the capacity needed by Carrollton.

Mr. Ron Whitehead  
September 29 1993  
Page 2

I have attached 1983 and 1985 Carrollton letters to Addison and an excerpt of a September 1988 study by Espey, Huston & Associates. These documents clearly state that construction of the 33 inch line was only the first of several improvements needed to meet both Addison's and Carrollton's long term needs and that the line was larger than Carrollton needed for its flows alone. I don't believe any communication has ever indicated that Addison's participation in that line segment constituted rights or reservation along the whole transmission line

### Capacity Considerations

Addison recently notified us that it had inadvertently under-reported the wastewater flows for the last several years. Actual average flows are now estimated to be approximately 48 million gallons per year or .13 mgd rather than the .08 mgd originally reported. As discussed above, Carrollton has not planned the timing or the size of future improvements to include Addison flows. Using the .08 flows that Addison originally reported, our engineering studies showed that no oversizing of our lines would be necessary until 2000. Using the higher flows however, shows that several of the nodes closest to Addison may currently be at or near capacity during times of peak flows.

Carrollton is committed to working with Addison to develop acceptable solutions that will allow Addison to continue using our lines until such time that the sewer interceptor is completed and flows can be diverted. By the same token however, we view the current capacity constraints as primarily a responsibility of Addison. We are not willing to risk EPA sanctions or limit our growth to accommodate Addison flows. We also would expect Addison to pay the cost of any engineering solutions that are ultimately agreed to by Carrollton.

The first step is to verify that we do indeed have a problem. Tim Tumulty, our city engineer recommends placing meters in key locations along the Hutton Branch line to verify that actual flows approximate the engineering estimates. At a meeting on Tuesday, September 21st, Addison representatives Randy Moravec and John Baumgartner agreed to this approach. We will be contacting your staff to coordinate the details of this study. Once we determine the extent of the problem, we can again meet to discuss a plan for moving forward. I know with this team of our staffs, and this positive attitude, we can arrive at a solution until the tunnel is complete.

### Under Billing of Previous Years Flows


After learning of Addison's under reporting of actual flows we have recalculated the amounts due for transmission and treatment of Addison flows and will send Addison a bill

Mr. Ron Whitehead  
September 29, 1993  
Page 3

for an additional \$58,724.46. For the reasons discussed above, we view this as an additional amount due and do not feel that this amount should be offset against Addison's earlier payment for construction of the 33 inch line.

I appreciate our earlier visit in September, and I hope this responds to the items you asked me to review. If you would like to discuss this issue further, please do not hesitate to call.

Sincerely,



Dan Johnson  
City Manager

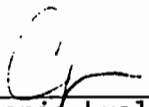
**Attachments**

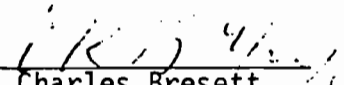
c: Marc Guy, Executive Director for Community Development  
Tim Tumulty, City Engineer



# CITY OF CARROLLTON

PUBLIC WORKS

  
Clonis Luallen

  
Charles Bresett

April 28, 1983

Don Preece, Director of Utilities  
City of Addison  
P.O. Box 144  
Addison, Texas 75001

Subject: Addison Sewer Service

Dear Mr. Preece:

As you are aware sewer service has been provided to a portion of the City of Addison through the Carrollton sewerage system starting of February 26, 1979. Various agreements have been discussed and interim guidelines set forth however, final arrangements still remain to be accomplished. The purpose of this letter is to advise you of Carrollton's position in this matter based on the latest studies by Hunter Associates.

Our letter of January 31, 1979 established that, pending other arrangements, it would be necessary for Addison to pay the industrial rate charged to Carrollton customers. This rate was made up of the Trinity River Authority charge to Carrollton plus a ten cents per 1,000 gallons operational cost. Currently this industrial rate is seventy-five cents per 1,000 gallons. Carrollton understands that Addison does not feel that it is appropriate for them to pay Carrollton's industrial rate for sewage. Accordingly, we consider that, as the City of Dallas has done for their area served through the Carrollton system, Addison should contract with Trinity River Authority to receive their sewage transferred through the Carrollton sewerage system to TRA at the TRA rate. It would also be necessary for Addison to reimburse Carrollton for a "wheeling" charge (operations and maintenance) at ten cents per 1,000 gallons.

Based upon the data furnished to Carrollton by its engineering consultant, we find that Addison is planning an estimated future peak load of 1.354 MGD entering the Carrollton's system at two locations. Our consultants have further checked the adequacy of the Carrollton lines from this point to the TRA line and find that we do not have sufficient capacity currently to accommodate all Addison and Carrollton requirements. At present we can only accommodate .526 MGD from the two Addison input locations. Obviously, it is necessary to increase the line size at several locations as shown in the attached data sheets in order to accommodate both Addison

Addison Sewer Service  
April 28, 1983  
Page 2

and Carrollton's requirements. It would be expected to construct this line to increase the system capacity on a pro-rata basis with Addison through that portion of the system which serves both Carrollton and Addison. These changes in line sizing are due primarily to changed land usage since the original system design. When this construction is accomplished it will be possible for the Carrollton system to accommodate Addison's estimated peak demand of 1.354 MGD. Until then, it will be necessary to restrict the total sewage flow from Addison to .526 MGD.

Accordingly, it is recommended that the City of Addison contact the Trinity River Authority with regard to becoming a customer of the TRA. The City of Carrollton will shortly furnish to you the estimated pro-rata cost for line size increase based upon what you have stated is your maximum estimated future requirements. In the interim until the arrangements can be completed with TRA, we will continue to use the Carrollton industrial rate to determine the charges to your city and your maximum flow will be limited to .526 MGD peak flow. After you have had an opportunity to consider the attached data we will be glad to schedule a meeting with you on this subject.

Sincerely,

Charles K. Bresett  
Director of Public Works

CKB.jw

cc: TRA - Warren Brewer

Attach.

bcc: City Manager  
Director of Utilities  
Consulting Engineer  
CITY ENG.

cc  
D. ~  
1/1/85  
7-83  
1

CITY OF CARROLLTON

PUBLIC WORKS



March 26, 1985

City of Addison  
P. O. Box 144  
Addison, Texas 75001

Att: Don Preece, Director of Public Works

Subject: Hutton Branch Interceptor Sewer Construction

Dear Don:

Reference is made to your letter of November 19, 1984 which advised that you would like to increase your flow reservation to 2 million gallons per day average flow in the new interceptor sewer to be constructed in Hutton Branch. The purpose of this letter is to advise you of the amount of Addison's share of cost in the new line based upon bids opened this date.

Attached you will find Hunter Associates analysis of projected flow in the new line which establishes that Addison's share of the capacity of the new line is 21%. The apparent low bidder of this section of the work is Secure Resources, Inc. This company bid \$657,415.15 for this section of the line. Thus 21% of this amount is \$138,057.18. It is expected that this project will be brought to Council for approval of award on April 16, 1985. In order to proceed with the award of the contract, Carrollton must be in receipt of your share of the construction cost or an Irrevocable Letter of Credit in this amount. ~~In the event~~

~~Addison is unable to furnish these funds, it would be necessary to reduce the flow in the new line accordingly.~~

It would be appreciated if you would proceed with furnishing your share of these costs so that we may proceed with the award of the 33" sewer main. Should you have any questions, please advise.

Sincerely,

Charles K. Bresett  
Director of Public Works  
CKB:jw

Attach: Hunter Sketch  
P. O. BOX 110535, Carrollton, Texas 75011-0535, Telephone 214-323-5037  
bcc: City Mgr., Asst. City Mgr., City Eng., Consult. Eng.,

according to the size or capacity of a facility. In the case of a pipeline, the cost of O&M is more directly related to size than capacity. Therefore, we recommend the inch-mile (diameter times length) concept, as contrasted with capacity which varies according to the square of the diameter.

2. Annual Transportation Charge. TR&C recommended that the transportation charge be based on "the percentage of maximum capacity reserved by Addison in the Hutton Branch Interceptor." Except for the 33-inch line partially funded by Addison, there is no such reservation of capacity at the present time. Until such time as Addison is granted by contract a reservation of capacity, it appears more appropriate to base the transportation charge on actual flow.
  
3. Adjustment of Transportation Charge. TR&C recommended that the transportation charge be adjusted at year-end based on audited results. EH&A believes that budgeted amounts are sufficiently accurate for determination of the transportation charge.
  
4. Infiltration and Inflow (I&I) in the Hutton Branch Interceptor and Downtown Segments. TR&C did not address the issue of I&I. EH&A believes that Addison should pay for transporting and treating their proportionate share of any I&I that occurs in interceptors used for transportation of Addison's flow to the TRA metering point. I&I attributable to Addison will be included in the flow measured and billed by TRA. Therefore, it is appropriate to include the treatment cost of I&I as an element of the transportation cost for flow Addison would discharge into the Carrollton system.

### TREATMENT COSTS

It is recommended that Addison become a member of the TRA system and make payment directly to TRA for the cost of wastewater treatment. However, if Addison continues as a wholesale customer of Carrollton (or as an indirect customer of TRA), we recommend that Carrollton charge Addison the same price that it pays for treatment.

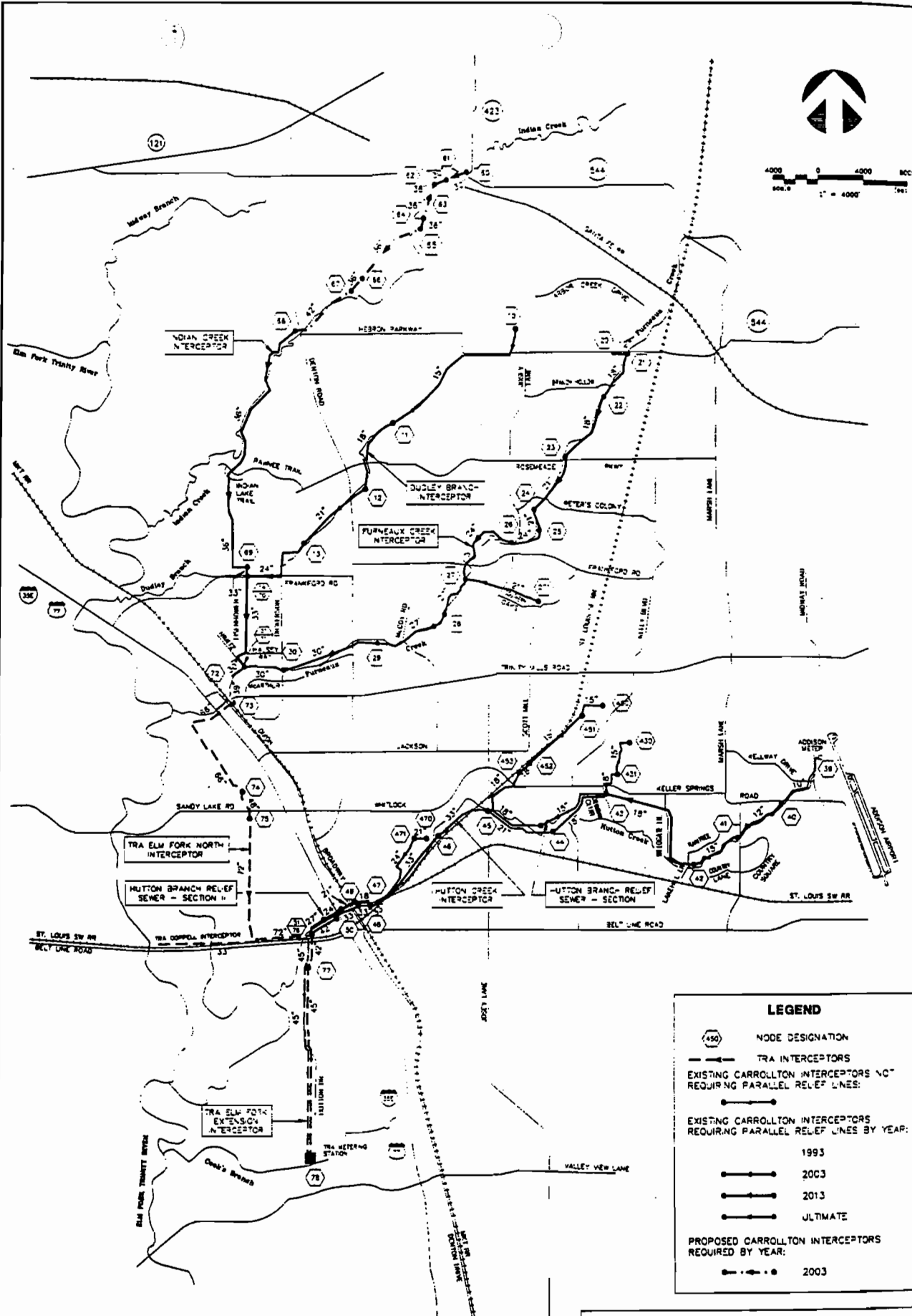
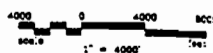
### CAPACITY ISSUES

Based on EH&A's analysis of Carrollton's projected flows and the existing capacities in Hutton Branch, it appears that Carrollton will need to construct relief lines over the next 20 years for several segments. See Table 5. When Addison's flow is added, it will accelerate the date that improvements will be needed. See Table 5A. In some segments, there is interim capacity available to serve Addison's needs. However, except in the recently completed 33-inch line, there is very little capacity available to provide for Addison's long term needs.

Analysis of Tables 5 and 5A indicates that Addison's flow will advance the schedule for construction of relief lines from 1 to 9 years. However, for the 18-inch segment from node 42 to 43, the line is adequate for Carrollton's flow. It would not have to be improved except to handle Addison's flow. Consequently, based on this analysis, there are three scenarios under which Addison may need to participate in cost:

1. When improvements are constructed earlier than otherwise required.
2. When the size of the line is increased to handle Addison's flow.
3. When the need for the improvement is solely to accommodate Addison's requirements.





**LEGEND**

- (450) NODE DESIGNATION
- TRA INTERCEPTORS
- EXISTING CARROLLTON INTERCEPTORS NOT REQUIRING PARALLEL RELIEF LINES:
  -
- EXISTING CARROLLTON INTERCEPTORS REQUIRING PARALLEL RELIEF LINES BY YEAR:
  - 1993
  - 2003
  - 2013
  - ULTIMATE
- PROPOSED CARROLLTON INTERCEPTORS REQUIRED BY YEAR:
  - 2003



**CITY OF CARROLLTON  
WASTEWATER IMPACT FEE  
UPDATE FOR 1993**

**ESPEY, HUSTON & ASSOCIATES, INC.**  
ENGINEERING & ENVIRONMENTAL CONSULTANTS

WASTEWATER IMPACT FEE  
UPDATE FOR 1993

**SCHEDULE OF  
RECOMMENDED IMPROVEMENTS**  
FIGURE 3-2

AUGUST, 1993

COPY

RESOLUTION NO. R93-111

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF CARROLLTON TO METER SEWER FLOWS INTO THE CARROLLTON SANITARY SEWER SYSTEM.

WHEREAS, the Town of Addison has requested, and the City of Carrollton has agreed, to provide a study of actual wastewater flows from Addison into the Hutton Branch Sanitary Sewer System in the City of Carrollton and determine the effects of these actual flows on the existing system; and

WHEREAS, the Interlocal Cooperation Act, Article 4413 (32c) Vernon's Annotated Civil Statutes, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, an agreement between the Town of Addison and the City of Carrollton to provide a study of actual wastewater flows from Addison into the Hutton Branch Sanitary Sewer System in the City of Carrollton and determine the effects of these actual flows on the existing system and will be in the best interests of the citizens of both communities; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. That the City Manager is authorized to execute the Interlocal Agreement attached hereto as Exhibit A between Carrollton and Addison to provide a study of actual wastewater flows from Addison into the Hutton Branch Sanitary Sewer System and determine the effects of these actual flows on the existing system.

Section 2. That this Resolution shall take effect immediately from and after the date of adoption.

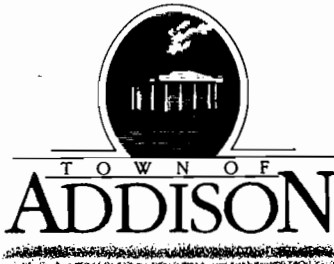
DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,  
TEXAS, this the 9th day of November, 1993.

A handwritten signature in black ink, appearing to be "R. R. ...", written over a horizontal line.

MAYOR

ATTEST:

A handwritten signature in black ink, appearing to be "C. MORAN", written over a horizontal line.  
CITY SECRETARY



FINANCE DEPARTMENT

Post Office Box 144 Addison, Texas 75001

(214) 450-7051

5350 Belt Line Road

File  
Carrollton Sewer

June 22, 1993

Mr. Robert B. Scott  
Director of Finance  
City of Carrollton  
P.O. Box 110535  
Carrollton, Texas 75011-0535

Dear Bob:

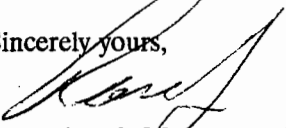
Please find enclosed a map which outlines that area of Addison which is served by Carrollton sewer lines. Also enclosed is a detailed listing of all Addison utility accounts which are located in the area. The listing reflects monthly water consumption for each account for the period beginning June 1991 and ending May 1993. The listing derives a winter monthly average for all accounts which, when multiplied by twelve months, yields an amount assumed to be the sewage collected by Carrollton lines. According to the listing the total sewage volume for 1992 (even year) was 47,920,760 gallons; the odd year, which is comprised of months from 1991 and 1993, reflects a total sewage volume of 45,598,532. As I related to you during our telephone conversation, these volumes are almost double the amounts reported to Carrollton for the last four years. This is a serious error and I offer the most sincere apologies for not having discovered these discrepancies sooner.

This discovery raises two issues. The first is the amount of money the Town owes Carrollton for under-billed sewage for the past few years. To the best of our knowledge, the under-billing began in 1989. To expedite the process of reconciling this matter, I would propose an average sewage flow of 46,750,000 gallons for the years 1989, 1990, and 1991. For 1992 the volume would be the amount reported in the preceding paragraph. These volumes would then be billed based upon the applicable TRA and Carrollton O&M fees for each year. Please consider this proposal and get back to me with your thoughts.

The second issue concerns whether the larger volume of effluent reflected in the Town's reports influences the Espey Huston report concerning the capacity of Carrollton's sewer lines. As I have related to you in prior meetings, the Town wishes to continue transporting effluent through Carrollton's lines until such time as the Farmers Branch Sewer Tunnel project is completed. Although the project is scheduled to be completed within thirty months, the Town would prefer having the flexibility of utilizing Carrollton's lines until the year 2000 in the event the Farmers Branch project is unexpectedly delayed.

If you have any questions concerning the issues discussed in this letter, please contact me. I look forward to hearing from you.

Sincerely yours,

  
Randolph C. Meravec, CGFO  
Finance Director

RCM:rm

Enclosures

cc: Ron Whitehead, City Manager  
John Baumgartner, Public Works Director

WATER CONSUMPTION IN SEWER AREA "J"  
 FROM NOV 1991 THRU OCT 1993

STREET NUMBER STREET NAME	WTR CONS EVEN YR	MONTH	WTR CONS ODD YR <sup>gr</sup>	ACCT NUMBER	METER NUMBER	EVEN YEAR WINTER AVG	JAN, FEB, MAR.	ODD YEAR WINTER AVG
4115 KELLER SPRINGS	21,100	JAN	34,000	001042	84069387	56,500	WINTER MONTH TOTAL	63,500
	19,000	FEB	22,100			18,833	WINTER AVG MONTH	21,167
	16,400	MAR	7,400			226,000	TIMES 12	254,000
	43,800	APR	8,500					
	37,400	MAY	7,200					
	26,500	JUN	8,300					
	23,300	JUL	7,900					
	21,700	AUG	9,200					
	34,600	SEP	8,600					
	46,900	OCT	8,000					
	48,900	NOV	26,600					
	25,000	DEC	43,600					
	364,600	TOTAL	191,400					
4125 KELLER SPRINGS	20,300	JAN	124,000	001516	81347174	237,300	WINTER MONTH TOTAL	217,400
	175,500	FEB	69,100			79,100	WINTER AVG MONTH	72,467
	41,500	MAR	24,300			949,200	TIMES 12	869,600
	23,300	APR	75,800					
	25,500	MAY	92,400					
	17,300	JUN	99,000					
	22,300	JUL	88,200					
	56,900	AUG	51,100					
	37,500	SEP	54,900					
	33,300	OCT	76,700					
	51,400	NOV	18,500					
	82,100	DEC	20,000					
	586,900	TOTAL	794,000					
4150 KELLWAY	32,600	JAN	19,500	001122	14594348	83,900	WINTER MONTH TOTAL	93,300
	29,100	FEB	41,600			27,967	WINTER AVG MONTH	31,100
	22,200	MAR	32,200			335,600	TIMES 12	373,200
	14,300	APR	23,900					
	15,000	MAY	21,500					
	13,700	JUN	22,100					
	18,100	JUL	22,600					
	29,700	AUG	23,800					
	24,600	SEP	35,800					
	25,600	OCT	34,200					
	28,100	NOV	30,300					
	21,900	DEC	29,500					
	274,900	TOTAL	337,000					

4201 KELLWAY	7,570	JAN	7,880	001125	80057844	27,770	WINTER MONTH TOTAL	30,860
	9,950	FEB	13,190			9,257	WINTER AVG MONTH	10,287
	10,250	MAR	9,790			111,080	TIMES 12	123,440
	9,790	APR	2,180					
	9,900	MAY	1,860					
	15,910	JUN	140					
	11,210	JUL	140					
	16,920	AUG	21,000					
	12,130	SEP	1,250					
	26,690	OCT	14,000					
	9,990	NOV	14,280					
	7,340	DEC	7,390					
	147,650	TOTAL	93,100					

4201 KELLWAY	27,000	JAN	25,910	001126	7035859	145,590	WINTER MONTH TOTAL	93,250
	55,850	FEB	39,840			48,530	WINTER AVG MONTH	31,083
	62,740	MAR	27,500			582,360	TIMES 12	373,000
	74,300	APR	440					
	64,530	MAY	330					
	92,470	JUN	30					
	37,010	JUL	0					
	50,980	AUG	28,380					
	55,960	SEP	210					
	66,030	OCT	520					
	30,170	NOV	59,130					
	25,260	DEC	39,040					
	642,300	TOTAL	221,330					

4251 KELLWAY	39,700	JAN	41,400	001127	81549933	200,400	WINTER MONTH TOTAL	117,500
	67,100	FEB	39,100			66,800	WINTER AVG MONTH	39,167
	93,600	MAR	37,000			801,600	TIMES 12	470,000
	91,300	APR	42,800					
	107,300	MAY	59,000					
	122,300	JUN	82,400					
	111,100	JUL	86,000					
	71,600	AUG	88,700					
	35,900	SEP	91,400					
	40,700	OCT	125,600					
	34,000	NOV	99,300					
	28,200	DEC	64,100					
	842,800	TOTAL	856,800					

260-90KELLWAY	3,900	JAN	6,700	001128	7072956	6,300	WINTER MONTH TOTAL	57,500
	0	FEB	28,300			2,100	WINTER AVG MONTH	19,167
	2,400	MAR	22,500			25,200	TIMES 12	230,000
	5,600	APR	23,100					
	7,300	MAY	40,300					
	5,100	JUN	22,900					
	6,200	JUL	15,900					

6,500	AUG	18,800
9,300	SEP	17,700
11,400	OCT	22,700
13,000	NOV	2,200
7,300	DEC	65,300
78,000	TOTAL	286,400

4265 KELLWAY

500	JAN	42,100	001130	89225665	500	WINTER MONTH TOTAL	151,100
0	FEB	62,100			167	WINTER AVG MONTH	50,367
0	MAR	46,900			2,000	TIMES 12	604,400
100	APR	58,500					
3,400	MAY	65,700					
4,000	JUN	90,400					
17,800	JUL	97,200					
4,800	AUG	91,900					
24,100	SEP	82,300					
55,300	OCT	95,000					
76,400	NOV	12,800					
63,400	DEC	800					
249,800	TOTAL	745,700					

16260 MIDWAY

2,300	JAN	2,020	001507	85409469	8,410	WINTER MONTH TOTAL	6,940
3,440	FEB	2,620			2,803	WINTER AVG MONTH	2,313
2,670	MAR	2,300			33,640	TIMES 12	27,760
5,200	APR	3,580					
18,870	MAY	6,130					
4,830	JUN	14,480					
5,920	JUL	21,070					
44,920	AUG	52,290					
52,070	SEP	33,480					
8,620	OCT	3,230					
8,100	NOV	38,350					
2,080	DEC	9,230					
159,020	TOTAL	188,780					

16300 MIDWAY

3,400	JAN	1,900	001508	89225663	8,200	WINTER MONTH TOTAL	6,300
2,300	FEB	2,400			2,733	WINTER AVG MONTH	2,100
2,500	MAR	2,000			32,800	TIMES 12	25,200
3,100	APR	2,700					
2,700	MAY	2,200					
2,900	JUN	2,400					
3,400	JUL	3,100					
3,800	AUG	3,300					
3,000	SEP	3,100					
2,400	OCT	1,900					
2,500	NOV	4,300					
1,900	DEC	3,800					
33,900	TOTAL	33,100					

16304 MIDWAY	8,600	JAN	4,400	001509	7231737	31,800	WINTER MONTH TOTAL	12,900
	13,000	FEB	6,100			10,600	WINTER AVG MONTH	4,300
	10,200	MAR	2,400			127,200	TIMES 12	51,600
	8,300	APR	2,900					
	7,200	MAY	4,100					
	7,000	JUN	2,800					
	3,600	JUL	2,400					
	5,700	AUG	3,300					
	4,900	SEP	3,300					
	3,500	OCT	3,000					
	3,600	NOV	8,500					
	3,100	DEC	4,800					
	78,700	TOTAL	48,000					

AREA "J" YEAR TOTALS 3,458,570 TOTAL 3,795,610

3,226,680 YR TOT WINTER AVG 3,402,200



WATER CONSUMPTION IN SEWER AREA "B"  
 NOVEMBER 1991 - OCTOBER 1993

STREET NUMBER	STREET NAME	WTR CONS EVEN YR	MONTH	WTR CONS ODD YR	ACCT NUMBER	METER NUMBER	EVEN YEAR WINTER AVG	JAN, FEB, MAR	ODD YEAR WINTER AVG
16503-31	ADDISON	93,500	JAN	101,400	000184	78558149	254,500	WINTER MONTH TOTAL	344,700
		68,300	FEB	119,100			84,833	WINTER AVG MONTH	114,900
		92,700	MAR	124,200			1,018,000	TIMES 12	1,378,800
		115,400	APR	143,300					
		88,700	MAY	126,900					
		87,600	JUN	179,700					
		125,300	JUL	210,400					
		126,700	AUG	163,300					
		169,500	SEP	198,700					
		160,000	OCT	133,200					
		172,000	NOV	125,100					
		147,200	DEC	116,900					
		1,446,900	TOTAL	1,742,200					
16601	ADDISON	163,700	JAN	194,900	000187	80512415	428,300	WINTER MONTH TOTAL	640,200
		117,800	FEB	239,100			142,767	WINTER AVG MONTH	213,400
		146,800	MAR	206,200			1,713,200	TIMES 12	2,560,800
		241,700	APR	200,400					
		210,800	MAY	189,400					
		181,300	JUN	227,300					
		327,800	JUL	247,900					
		309,500	AUG	320,600					
		343,600	SEP	310,600					
		380,400	OCT	322,400					
		391,600	NOV	241,500					
		243,900	DEC	152,400					
		3,058,900	TOTAL	2,852,700					
16601	ADDISON	7,900	JAN	10,400	000190	80013103	23,200	WINTER MONTH TOTAL	26,000
		7,500	FEB	7,400			7,733	WINTER AVG MONTH	8,667
		7,800	MAR	8,200			92,800	TIMES 12	104,000
		8,300	APR	0					
		9,900	MAY	21,900					
		9,100	JUN	47,300					
		13,100	JUL	53,200					
		11,700	AUG	59,400					
		9,100	SEP	0					
		10,400	OCT	33,000					
		10,600	NOV	11,600					
		5,600	DEC	7,700					
		111,000	TOTAL	260,100					

16775 ADDISON	39,900	JAN	77,100	000192	15227680	131,700	WINTER MONTH TOTAL	159,100
	48,100	FEB	44,000			43,900	WINTER AVG MONTH	53,033
	43,700	MAR	38,000			526,800	TIMES 12	636,400
	41,800	APR	47,100					
	42,700	MAY	50,300					
	32,600	JUN	46,300					
	38,400	JUL	42,200					
	46,100	AUG	43,200					
	163,800	SEP	46,000					
	42,900	OCT	46,400					
	42,100	NOV	17,400					
	37,200	DEC	39,400					

619,300 TOTAL 537,400

16801 ADDISON	9,300	JAN	109,500	000198	82154323	20,400	WINTER MONTH TOTAL	330,600
	0	FEB	115,700			6,800	WINTER AVG MONTH	110,200
	11,100	MAR	105,400			81,600	TIMES 12	1,322,400
	10,200	APR	121,600					
	70,300	MAY	114,700					
	82,900	JUN	107,600					
	140,000	JUL	99,700					
	148,800	AUG	240,800					
	123,200	SEP	249,200					
	104,300	OCT	226,100					
	104,600	NOV	55,900					
	93,000	DEC	83,200					

897,700 TOTAL 1,629,400

16835 ADDISON	3,420	JAN	1,460	000201	77385628	17,580	WINTER MONTH TOTAL	4,370
	12,740	FEB	1,500			5,860	WINTER AVG MONTH	1,457
	1,420	MAR	1,410			70,320	TIMES 12	17,480
	1,300	APR	1,710					
	14,000	MAY	3,880					
	5,880	JUN	12,030					
	46,350	JUL	12,280					
	17,640	AUG	34,400					
	23,820	SEP	32,170					
	16,680	OCT	38,020					
	17,600	NOV	10,060					
	2,520	DEC	11,650					

163,370 TOTAL 160,570

4321 AIRBORN	58,100	JAN	60,700	000215	79613688	188,600	WINTER MONTH TOTAL	195,300
	67,900	FEB	72,100			62,867	WINTER AVG MONTH	65,100
	62,600	MAR	62,500			754,400	TIMES 12	781,200
	68,500	APR	78,000					
	82,900	MAY	73,700					
	59,900	JUN	95,000					
	95,300	JUL	129,400					
	93,600	AUG	184,300					

79,200	SEP	118,000
104,600	OCT	87,000
82,600	NOV	89,800
70,400	DEC	63,300
925,600	TOTAL	1,113,800

4221 AIRBORN

13,400  
3,600  
17,500  
36,500  
7,600  
200

78,800 TOTAL

001293	83536575	17,000 WINTER MONTH TOTAL	0
		5,667 WINTER AVG MONTH	0
		68,000 TIMES 12	0

4310 AMELIA EARHART

8,700	JAN	7,200
5,700	FEB	9,100
7,000	MAR	9,600
7,100	APR	11,500
7,600	MAY	13,500
7,800	JUN	11,400
8,800	JUL	11,400
2,800	AUG	13,800
12,800	SEP	12,000
13,400	OCT	11,100
23,000	NOV	5,500
11,400	DEC	7,500

116,100 TOTAL 123,600

000230	85005692	21,400 WINTER MONTH TOTAL	25,900
		7,133 WINTER AVG MONTH	8,633
		85,600 TIMES 12	103,600

4500 CLAIRE CHENNAULT

7,300	JAN	5,800
9,500	FEB	9,300
9,100	MAR	8,000
11,300	APR	8,500
14,300	MAY	9,300
11,700	JUN	11,200
11,800	JUL	62,000
25,800	AUG	41,500
11,300	SEP	83,400
11,600	OCT	9,800
11,700	NOV	14,100
7,800	DEC	8,500

143,200 TOTAL 271,400

000632	5155975	25,900 WINTER MONTH TOTAL	23,100
		8,633 WINTER AVG MONTH	7,700
		103,600 TIMES 12	92,400

4505 CLAIRE CHENNAULT

7,500	JAN	5,900
9,200	FEB	10,000
8,400	MAR	10,200
9,900	APR	12,200
9,000	MAY	5,600

000637	90732510	25,100 WINTER MONTH TOTAL	26,100
		8,367 WINTER AVG MONTH	8,700
		100,400 TIMES 12	104,400

11,300	JUN	5,800
11,500	JUL	9,700
13,300	AUG	11,000
16,600	SEP	6,800
20,800	OCT	9,000
28,800	NOV	10,400
10,100	DEC	19,700
156,400	TOTAL	116,300

4554 CLAIRE CHENNAULT	14,450	JAN	13,180	000652	80346128	80,300 WINTER MONTH TOTAL	66,950
	37,440	FEB	18,860			26,767 WINTER AVG MONTH	22,317
	28,410	MAR	34,910			321,200 TIMES 12	267,800
	23,210	APR	22,670				
	25,160	MAY	32,850				
	21,630	JUN	64,660				
	27,580	JUL	56,420				
	29,650	AUG	71,590				
	18,810	SEP	54,690				
	24,310	OCT	22,690				
	17,570	NOV	36,340				
	15,470	DEC	22,890				
	283,690	TOTAL	451,750				

4570 CLAIRE CHENNAULT		JAN	8,650	000658	91727050	0 WINTER MONTH TOTAL	112,240
		FEB	97,610			0 WINTER AVG MONTH	37,413
		MAR	5,980			0 TIMES 12	448,960
	7,180	APR	5,710				
	8,310	MAY	4,180				
	8,560	JUN	4,750				
	6,330	JUL	19,880				
	2,760	AUG	16,480				
	3,930	SEP	7,110				
	6,440	OCT	9,040				
	7,720	NOV					
	3,560	DEC					
	54,790	TOTAL	179,390				

4572 CLAIRE CHENNAULT	5,790	JAN	13,900	000660	81194893	20,880 WINTER MONTH TOTAL	35,980
	6,310	FEB	12,350			6,960 WINTER AVG MONTH	11,993
	8,780	MAR	9,730			83,520 TIMES 12	143,920
	6,840	APR	7,500				
	7,500	MAY	600				
	6,630	JUN	6,220				
	20,630	JUL	6,500				
	17,060	AUG	52,240				
	12,880	SEP	57,630				
	16,120	OCT	81,760				
	20,280	NOV	11,410				
	17,870	DEC	11,120				

146,690 TOTAL 270,960

4574 CLAIRE CHENNAULT	5,700	JAN	7,800	000669	82051199	24,100 WINTER MONTH TOTAL	24,400
	7,900	FEB	8,600			8,033 WINTER AVG MONTH	8,133
	10,500	MAR	8,000			96,400 TIMES 12	97,600
	7,300	APR	7,700				
	10,200	MAY	8,200				
	7,800	JUN	9,000				
	9,600	JUL	10,000				
	7,900	AUG	8,600				
	9,900	SEP	6,400				
	12,000	OCT	6,700				
	9,200	NOV	9,100				
	8,900	DEC	7,000				

106,900 TOTAL 97,100

4575 CLAIRE CHENNAULT	7,100	JAN	1,000	000696	89066271	18,400 WINTER MONTH TOTAL	19,900
	6,000	FEB	1,500			6,133 WINTER AVG MONTH	6,633
	5,300	MAR	17,400			73,600 TIMES 12	79,600
	4,000	APR	1,400				
	1,900	MAY	33,800				
	1,500	JUN	3,500				
	1,700	JUL	600				
	1,800	AUG	700				
	1,600	SEP	900				
	1,800	OCT	1,100				
	1,600	NOV	6,000				
	1,300	DEC	33,600				

35,600 TOTAL 101,500

4576 CLAIRE CHENNAULT	3,400	JAN	3,400	000703	7233551	12,100 WINTER MONTH TOTAL	13,300
	3,900	FEB	5,400			4,033 WINTER AVG MONTH	4,433
	4,800	MAR	4,500			48,400 TIMES 12	53,200
	5,000	APR	4,600				
	3,900	MAY	4,700				
	5,000	JUN	7,500				
	2,600	JUL	6,500				
	4,700	AUG	5,700				
	3,300	SEP	5,700				
	3,000	OCT	4,700				
	2,200	NOV	5,600				
	4,800	DEC	4,600				

46,600 TOTAL 62,900

4580 CLAIRE CHENNAULT	6,300	JAN	6,300	000704	82238083	37,500 WINTER MONTH TOTAL	20,000
	20,500	FEB	6,700			12,500 WINTER AVG MONTH	6,667
	10,700	MAR	7,000			150,000 TIMES 12	80,000
	23,900	APR	6,900				
	16,800	MAY	7,900				

8,300	JUN	7,700
15,000	JUL	7,400
10,000	AUG	5,700
19,300	SEP	5,500
7,800	OCT	5,200
8,600	NOV	11,400
5,800	DEC	13,600
153,000	TOTAL	91,300

4581 CLAIRE CHENNAULT	640	JAN	320	000705	84218211	2,020 WINTER MONTH TOTAL	1,080
	390	FEB	360			673 WINTER AVG MONTH	360
	990	MAR	400			8,080 TIMES 12	4,320
	570	APR	1,080				
	740	MAY	3,310				
	320	JUN	12,710				
	730	JUL	8,820				
	510	AUG	7,270				
	450	SEP	9,130				
	330	OCT	6,620				
	280	NOV	2,350				
	240	DEC	2,800				
	6,190	TOTAL	55,170				

4582 CLAIRE CHENNAULT	200	JAN	4,400	000707	81549930	400 WINTER MONTH TOTAL	13,900
	200	FEB	6,100			133 WINTER AVG MONTH	4,633
	0	MAR	3,400			1,600 TIMES 12	55,600
	7,400	APR	9,400				
	7,800	MAY	5,700				
	8,300	JUN	3,400				
	15,700	JUL	7,000				
	7,800	AUG	11,500				
	34,100	SEP	6,800				
	26,200	OCT	6,800				
	9,300	NOV	2,500				
	2,800	DEC	2,700				
	119,800	TOTAL	69,700				

4584 CLAIRE CHENNAULT	5,100	JAN	-8,800	000742	81360832	19,600 WINTER MONTH TOTAL	34,900
	7,300	FEB	18,500			6,533 WINTER AVG MONTH	11,633
	7,200	MAR	7,600			78,400 TIMES 12	139,600
	8,800	APR	11,600				
	11,400	MAY	18,200				
	15,200	JUN	47,800				
	17,500	JUL	64,800				
	20,700	AUG	69,900				
	34,600	SEP	64,100				
	34,000	OCT	26,600				
	30,300	NOV	9,500				
	8,200	DEC	7,100				

200,300 TOTAL 354,500

4585 CLAIRE CHENNAULT	7,920	JAN	6,290	000743	85005709	17,440	WINTER MONTH TOTAL	20,200
	4,600	FEB	7,280			5,813	WINTER AVG MONTH	6,733
	4,920	MAR	6,630			69,760	TIMES 12	80,800
	4,760	APR	7,880					
	4,840	MAY	6,690					
	6,100	JUN	8,700					
	5,370	JUL	7,990					
	5,670	AUG	6,970					
	4,870	SEP	8,790					
	6,360	OCT	8,400					
	0	NOV	6,000					
	12,840	DEC	5,170					
	68,250	TOTAL	86,790					

15790 DOOLEY	18,900	JAN	18,800	000921	82011680	60,400	WINTER MONTH TOTAL	63,500
	19,900	FEB	20,800			20,133	WINTER AVG MONTH	21,167
	21,600	MAR	23,900			241,600	TIMES 12	254,000
	20,200	APR	24,000					
	28,700	MAY	25,300					
	61,800	JUN	26,000					
	20,500	JUL	27,700					
	27,200	AUG	25,800					
	22,200	SEP	25,000					
	25,200	OCT	25,500					
	14,100	NOV	21,700					
	16,500	DEC	22,800					
	296,800	TOTAL	287,300					

15800 DOOLEY	27,700	JAN	3,300	000925	80072036	85,300	WINTER MONTH TOTAL	26,900
	24,000	FEB	12,600			28,433	WINTER AVG MONTH	8,967
	33,600	MAR	11,000			341,200	TIMES 12	107,600
	19,000	APR	80,600					
	22,900	MAY	35,500					
	16,400	JUN	18,000					
	35,200	JUL	12,900					
	51,400	AUG	13,500					
	35,500	SEP	6,500					
	29,000	OCT	5,300					
	14,700	NOV	23,100					
	4,200	DEC	56,500					
	313,600	TOTAL	278,800					

15900 DOOLEY	1,090	JAN	4,530	000930	81065761	8,090	WINTER MONTH TOTAL	21,513
	3,000	FEB	2,470			2,697	WINTER AVG MONTH	7,171
	4,000	MAR	14,513			32,360	TIMES 12	86,052
	6,300	APR	4,447					
	12,700	MAY	3,860					

0	JUN	2,440
30,040	JUL	2,290
3,180	AUG	2,860
6,240	SEP	2,260
4,210	OCT	1,850
4,740	NOV	6,160
3,580	DEC	2,000
79,080	TOTAL	49,680

15904 DOOLEY

1,430	JAN	1,200
1,650	FEB	1,560
1,420	MAR	1,520
1,370	APR	1,770
1,420	MAY	2,550
1,420	JUN	7,630
1,610	JUL	9,680
1,780	AUG	10,100
3,980	SEP	9,590
2,780	OCT	10,460
2,200	NOV	1,501
1,410	DEC	1,610
22,470	TOTAL	59,171

000932 78175732

4,500	WINTER MONTH TOTAL	4,280
1,500	WINTER AVG MONTH	1,427
18,000	TIMES 12	17,120

15906 DOOLEY

7,210	JAN	14,750
21,120	FEB	9,010
9,150	MAR	10,300
7,270	APR	8,130
8,170	MAY	8,740
8,150	JUN	10,530
8,330	JUL	10,120
7,260	AUG	12,320
8,610	SEP	8,670
9,610	OCT	8,170
11,960	NOV	8,040
10,420	DEC	7,550
117,260	TOTAL	116,330

000935 78175736

37,480	WINTER MONTH TOTAL	34,060
12,493	WINTER AVG MONTH	11,353
149,920	TIMES 12	136,240

16115 DOOLEY

6,700	JAN	10,600
7,200	FEB	14,400
6,800	MAR	12,600
6,700	APR	16,900
7,600	MAY	18,900
8,300	JUN	16,300
6,100	JUL	25,700
11,700	AUG	16,400
13,800	SEP	15,900
11,900	OCT	16,600
11,300	NOV	111,300
10,300	DEC	70,600

000937 9113104

20,700	WINTER MONTH TOTAL	37,600
6,900	WINTER AVG MONTH	12,533
82,800	TIMES 12	150,400



108,400 TOTAL 346,200

16129 DOOLEY

4,680 JAN 1,910  
5,250 FEB 3,880  
6,690 MAR 3,580  
5,670 APR 4,080  
8,200 MAY 4,070  
8,250 JUN 8,020  
1,000 JUL 6,850  
990 AUG 6,500  
940 SEP 8,420  
3,390 OCT 8,100  
1,670 NOV 700  
1,610 DEC 4,710

000939 84065983

16,620 WINTER MONTH TOTAL 9,370  
5,540 WINTER AVG MONTH 3,123  
66,480 TIMES 12 37,480

48,340 TOTAL 60,820

15700 MIDWAY

74,600 JAN 0  
65,400 FEB 56,200  
78,100 MAR 69,100  
86,900 APR 114,200  
83,800 MAY 135,000  
106,400 JUN 158,800  
97,300 JUL 177,000  
84,200 AUG 178,900  
86,600 SEP 172,600  
8,800 OCT 80,700  
0 NOV 87,600  
0 DEC 82,400

001494 4654240

218,100 WINTER MONTH TOTAL 125,300  
72,700 WINTER AVG MONTH 41,767  
872,400 TIMES 12 501,200

772,100 TOTAL 1,312,500

15700 MIDWAY

15,480 JAN 65,790  
21,220 FEB 14,190  
28,020 MAR 40,530  
21,740 APR 46,410  
27,780 MAY 29,960  
30,720 JUN 65,600  
18,080 JUL 24,720  
14,750 AUG 18,790  
31,510 SEP 18,130  
38,680 OCT 17,040  
50,130 NOV 15,880  
37,750 DEC 13,550

001495 5101732

64,720 WINTER MONTH TOTAL 120,510  
21,573 WINTER AVG MONTH 40,170  
258,880 TIMES 12 482,040

335,860 TOTAL 370,590

15770-82 MIDWAY

2,200 JAN 2,100  
7,200 FEB 2,200  
3,900 MAR 2,800  
21,300 APR 3,700  
9,100 MAY 3,200

001498 80108760

13,300 WINTER MONTH TOTAL 7,100  
4,433 WINTER AVG MONTH 2,367  
53,200 TIMES 12 28,400

3,900	JUN	3,400
7,700	JUL	5,000
3,400	AUG	2,700
2,500	SEP	3,200
2,200	OCT	4,800
4,800	NOV	3,600
2,300	DEC	5,600
70,500	TOTAL	42,300

15800-20 MIDWAY

26,000	JAN	50,100
44,700	FEB	33,600
50,300	MAR	44,400
32,600	APR	44,100
37,300	MAY	74,200
36,500	JUN	39,300
40,200	JUL	29,900
28,300	AUG	36,100
31,300	SEP	21,400
37,800	OCT	34,500
36,700	NOV	30,100
40,600	DEC	34,600
442,300	TOTAL	472,300

001501	81209644	121,000 WINTER MONTH TOTAL	128,100
		40,333 WINTER AVG MONTH	42,700
		484,000 TIMES 12	512,400

15870 MIDWAY

16,370	JAN	38,000
20,870	FEB	25,890
25,930	MAR	35,020
29,000	APR	105,710
64,630	MAY	30,570
92,820	JUN	80,130
93,620	JUL	98,400
184,900	AUG	117,250
210,020	SEP	128,540
202,280	OCT	90,800
229,030	NOV	72,440
97,680	DEC	17,800
1,267,150	TOTAL	840,550

001504	5493871A	63,170 WINTER MONTH TOTAL	98,910
	5493871B	21,057 WINTER AVG MONTH	32,970
		252,680 TIMES 12	395,640

15900-60 MIDWAY

36,200	JAN	64,700
38,600	FEB	88,600
49,200	MAR	65,400
25,700	APR	92,700
24,900	MAY	129,800
108,500	JUN	176,500
197,900	JUL	171,200
349,700	AUG	252,300
225,600	SEP	234,300
288,300	OCT	170,300
157,400	NOV	89,700
94,300	DEC	39,400

001506	82446831	124,000 WINTER MONTH TOTAL	218,700
		41,333 WINTER AVG MONTH	72,900
		496,000 TIMES 12	874,800

1,596,300 TOTAL 1,574,900

4500 SOJOURN

2,332,300 JAN 1,775,300  
2,522,300 FEB 2,093,900  
2,478,200 MAR 1,744,200  
2,587,500 APR 1,964,200  
2,585,700 MAY 1,932,400  
2,629,700 JUN 2,143,500  
2,416,800 JUL 1,991,300  
1,931,400 AUG 2,468,100  
2,255,200 SEP 2,414,700  
2,157,100 OCT 2,207,900  
2,010,100 NOV 2,478,700  
1,971,100 DEC 2,619,400

001435 88146432 7,332,800 WINTER MONTH TOTAL 5,613,400  
2,444,267 WINTER AVG MONTH 1,871,133  
29,331,200 TIMES 12 22,453,600

27,877,400 TOTAL 25,833,600

4384 SUNBELT

9,000 JAN 22,200  
8,900 FEB 21,400  
7,500 MAR 26,300  
9,900 APR 28,400  
9,500 MAY 48,700  
10,000 JUN 38,100  
10,900 JUL 19,400  
12,600 AUG 78,900  
20,700 SEP 98,000  
13,600 OCT 53,100  
15,800 NOV 17,700  
12,400 DEC 12,600

001093 89805212 25,400 WINTER MONTH TOTAL 69,900  
8,467 WINTER AVG MONTH 23,300  
101,600 TIMES 12 279,600

140,800 TOTAL 464,800

4393 SUNBELT

10,500 JAN 10,500  
15,400 FEB 16,200  
13,400 MAR 13,900  
14,300 APR 14,800  
13,900 MAY 15,100  
12,700 JUN 15,000  
12,600 JUL 20,100  
12,300 AUG 15,700  
14,100 SEP 42,000  
14,200 OCT 12,900  
13,200 NOV 14,800  
10,200 DEC 13,800

001100 6009953 39,300 WINTER MONTH TOTAL 40,600  
13,100 WINTER AVG MONTH 13,533  
157,200 TIMES 12 162,400

156,800 TOTAL 204,800

4400 SUNBELT

106,300 JAN 125,800  
126,800 FEB 130,000  
161,300 MAR 121,200  
88,300 APR 155,400  
97,700 MAY 131,700

001106 78458935 394,400 WINTER MONTH TOTAL 377,000  
131,467 WINTER AVG MONTH 125,667  
1,577,600 TIMES 12 1,508,000

126,900	JUN	144,700
189,500	JUL	130,100
244,100	AUG	190,000
139,100	SEP	170,600
144,700	OCT	182,100
116,500	NOV	134,800
106,200	DEC	152,800
1,647,400	TOTAL	1,769,200

4501 SUNBELT

20,000	JAN	7,410
16,000	FEB	9,650
18,000	MAR	16,220
15,670	APR	26,220
16,920	MAY	28,140
0	JUN	39,920
6,430	JUL	23,450
7,010	AUG	46,380
9,520	SEP	23,700
1,640	OCT	26,740
28,230	NOV	34,000
4,020	DEC	30,000
143,440	TOTAL	311,830

001108	82333723	54,000	WINTER MONTH TOTAL	33,280
		18,000	WINTER AVG MONTH	11,093
		216,000	TIMES 12	133,120

4535 SUNBELT

18,400	JAN	8,880
11,970	FEB	11,890
17,370	MAR	11,110
21,040	APR	11,500
28,880	MAY	26,380
17,370	JUN	70,970
39,300	JUL	46,840
34,250	AUG	54,120
36,340	SEP	34,600
38,270	OCT	30,440
50,150	NOV	44,880
24,470	DEC	12,350
337,810	TOTAL	363,960

001111	78033420	47,740	WINTER MONTH TOTAL	31,880
		15,913	WINTER AVG MONTH	10,627
		190,960	TIMES 12	127,520

4544-62 SUNBELT

22,400	JAN	77,800
30,200	FEB	59,800
27,900	MAR	53,600
43,000	APR	95,800
40,400	MAY	107,100
47,700	JUN	92,400
99,300	JUL	106,600
92,200	AUG	212,000
94,900	SEP	371,000
100,600	OCT	181,700
104,900	NOV	50,700
84,300	DEC	28,000

001112	80454573	80,500	WINTER MONTH TOTAL	191,200
		26,833	WINTER AVG MONTH	63,733
		322,000	TIMES 12	764,800

787,800 TOTAL 1,436,500

4620 SUNBELT	3,800	JAN	8,900	001114	7069987	13,500 WINTER MONTH TOTAL	27,400
	5,000	FEB	9,700			4,500 WINTER AVG MONTH	9,133
	4,700	MAR	8,800			54,000 TIMES 12	109,600
	6,400	APR	12,500				
	8,200	MAY	8,000				
	10,600	JUN	12,900				
	11,600	JUL	11,900				
	11,100	AUG	13,400				
	10,900	SEP	7,400				
	12,200	OCT	4,800				
	10,900	NOV	5,200				
	8,900	DEC	4,700				

104,300 TOTAL 108,200

4655 SUNBELT	5,700	JAN	0	001116	81577615	26,800 WINTER MONTH TOTAL	100
	15,600	FEB	100			8,933 WINTER AVG MONTH	33
	5,500	MAR	0			107,200 TIMES 12	400
	18,000	APR	1,000				
	6,000	MAY	2,400				
	26,300	JUN	1,200				
	6,300	JUL	100				
	1,700	AUG	800				
	500	SEP	2,200				
	0	OCT	2,000				
	100	NOV	13,500				
	100	DEC	5,400				

85,800 TOTAL 28,700

4300-24 SUNBELT	50,100	JAN	0	001521	81209656	178,800 WINTER MONTH TOTAL	121,600
	49,400	FEB	76,400			59,600 WINTER AVG MONTH	40,533
	79,300	MAR	45,200			715,200 TIMES 12	486,400
	70,500	APR	65,200				
	90,800	MAY	65,400				
	87,100	JUN	77,800				
	85,500	JUL	34,700				
	82,400	AUG	136,400				
	89,500	SEP	76,100				
	80,100	OCT	42,200				
	90,800	NOV	67,400				
	74,300	DEC	63,600				

929,800 TOTAL 750,400

16801 WESTGROVE	21,600	JAN	22,400	000011	80497444	74,400 WINTER MONTH TOTAL	73,100
	27,000	FEB	29,100			24,800 WINTER AVG MONTH	24,367
	25,800	MAR	21,600			297,600 TIMES 12	292,400
	21,900	APR	27,500				
	74,400	MAY	43,600				

38,100	JUN	125,300
115,200	JUL	158,000
145,600	AUG	221,000
151,700	SEP	174,700
114,100	OCT	91,900
72,600	NOV	51,700
18,400	DEC	30,600
826,400	TOTAL	997,400

16500 WESTGROVE

38,700	JAN	30,100
51,700	FEB	52,500
41,200	MAR	49,400
44,500	APR	52,500
53,400	MAY	53,800
49,900	JUN	49,800
57,500	JUL	82,600
70,900	AUG	74,500
66,600	SEP	74,000
51,800	OCT	78,900
40,000	NOV	37,200
27,900	DEC	39,000
594,100	TOTAL	674,300

001289	80339004	131,600	WINTER MONTH TOTAL	132,000
		43,867	WINTER AVG MONTH	44,000
		526,400	TIMES 12	528,000

16500 WESTGROVE

14,600	JAN	78,000
20,000	FEB	151,900
37,300	MAR	112,700
44,000	APR	146,200
73,200	MAY	141,300
56,500	JUN	154,400
28,100	JUL	142,600
44,000	AUG	158,800
46,100	SEP	66,200
22,500	OCT	80,400
47,100	NOV	12,400
72,700	DEC	10,300
506,100	TOTAL	1,255,200

001292	80339005	71,900	WINTER MONTH TOTAL	342,600
		23,967	WINTER AVG MONTH	114,200
		287,600	TIMES 12	1,370,400

4200 WESTGROVE

5,570	JAN	16,020
21,470	FEB	9,340
4,600	MAR	7,200
20,630	APR	7,410
6,270	MAY	5,710
4,960	JUN	3,810
25,380	JUL	5,250
4,440	AUG	8,360
5,950	SEP	7,480
7,640	OCT	12,360
11,970	NOV	6,240
22,660	DEC	14,570

001367	78392544	31,640	WINTER MONTH TOTAL	32,560
		10,547	WINTER AVG MONTH	10,853
		126,560	TIMES 12	130,240

141,540 TOTAL 103,750

4300 WESTGROVE

23,100 JAN 25,600  
29,000 FEB 32,200  
28,800 MAR 30,400  
29,400 APR 31,700  
40,400 MAY 33,400  
34,300 JUN 37,700  
35,200 JUL 41,200  
44,900 AUG 34,000  
30,800 SEP 32,400  
35,300 OCT 37,300  
35,200 NOV 19,300  
22,500 DEC 33,100

001370 7075894

80,900 WINTER MONTH TOTAL 88,200  
26,967 WINTER AVG MONTH 29,400  
323,600 TIMES 12 352,800

388,900 TOTAL 388,300

4385 WESTGROVE

6,400 JAN 11,400  
6,900 FEB 17,100  
5,700 MAR 15,300  
5,400 APR 15,500  
9,800 MAY 12,200  
5,400 JUN 12,400  
6,700 JUL 8,300  
10,800 AUG 27,300  
7,000 SEP 28,900  
16,600 OCT 31,800  
10,200 NOV 6,900  
31,200 DEC 5,600

001377 80302058

19,000 WINTER MONTH TOTAL 43,800  
6,333 WINTER AVG MONTH 14,600  
76,000 TIMES 12 175,200

122,100 TOTAL 192,700

4399 WESTGROVE

800 JAN 1,090  
1,610 FEB 1,190  
1,330 MAR 1,020  
980 APR 1,290  
1,180 MAY 1,460  
1,110 JUN 1,350  
1,060 JUL 770  
1,880 AUG 1,590  
3,300 SEP 1,870  
3,040 OCT 1,280  
3,410 NOV 1,050  
3,370 DEC 930

001380 86714891

3,740 WINTER MONTH TOTAL 3,300  
1,247 WINTER AVG MONTH 1,100  
14,960 TIMES 12 13,200

23,070 TOTAL 14,890

4444 WESTGROVE

8,100 JAN 10,400  
10,300 FEB 13,900  
11,300 MAR 13,700  
11,100 APR 16,200  
11,200 MAY 17,700

001381 7134547

29,700 WINTER MONTH TOTAL 38,000  
9,900 WINTER AVG MONTH 12,667  
118,800 TIMES 12 152,000

10,100	JUN	16,000
11,800	JUL	17,800
11,500	AUG	18,800
11,600	SEP	17,500
11,200	OCT	17,800
11,700	NOV	26,800
9,700	DEC	13,200
129,600	TOTAL	199,800

4570 WESTGROVE	94,800	JAN	20,300	001518	12498	233,200	WINTER MONTH TOTAL	90,600
	65,400	FEB	33,700			77,733	WINTER AVG MONTH	30,200
	73,000	MAR	36,600			932,800	TIMES 12	362,400
	103,900	APR	35,600					
	66,400	MAY	29,000					
	69,100	JUN	25,900					
	71,300	JUL	30,800					
	67,400	AUG	43,700					
	39,400	SEP	48,300					
	45,300	OCT	39,800					
	31,200	NOV	95,500					
	24,100	DEC	88,900					
	751,300	TOTAL	528,100					

4575 WESTGROVE	24,400	JAN	83,000	001520	81141123	80,400	WINTER MONTH TOTAL	164,500
	37,600	FEB	61,900			26,800	WINTER AVG MONTH	54,833
	18,400	MAR	19,600			321,600	TIMES 12	658,000
	15,100	APR	22,700					
	13,300	MAY	49,800					
	12,700	JUN	20,700					
	18,900	JUL	30,800					
	0	AUG	38,500					
	20,400	SEP	48,800					
	64,200	OCT	54,900					
	45,300	NOV	79,500					
	27,600	DEC	24,600					
	297,900	TOTAL	534,800					

FIRST 48 SUB-TOTAL	48,547,190		50,638,861			6,411,560		9,304,292
NEXT 7 SUB-TOTAL	1,854,410		1,962,340			38,282,520		32,892,040
	50,401,600	TOTAL	52,601,201			44,694,080	TOTAL WINTER AVG	42,196,332



12,700	20,700	
18,900	30,800	
0	38,500	
20,400	48,800	
64,200	54,900	
45,300	79,500	
27,600	24,600	
189,100	297,800	486,900

T. A

ORDINANCE NO. 521

STATE OF TEXAS :  
COUNTY OF DALLAS : KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, there is a need to establish in the Upper Trinity River Basin, generally in the area outlined in the Engineering Report, a Regional Wastewater System for the purpose of providing facilities to adequately receive, transport, treat and dispose of Wastewater in such area; and

WHEREAS, the City of Carrollton presently owns, operates and maintains its waterworks and sanitary sewer systems; and

WHEREAS, City is desirous of discharging Wastewater into the Central Wastewater Treatment System of the Trinity River Authority of Texas in order to achieve efficiencies of costs and operation; and

WHEREAS, City and Authority are authorized to make this contract under Articles 8280-188 and 1109i, Vernon's Annotated Civil Statutes, and/or the Regional Waste Disposal Act (compiled as Chapter 25 Water Code of Texas); and

WHEREAS, the parties hereto recognize these facts:

- (a) That the Authority will use the payments to be received under this and similar contracts for the payment of Operation and Maintenance Expense of the Authority's System and for the payment of the principal of and the interest on its Bonds and Outstanding Bonds and for the establishment and/or maintenance of reserves and other funds as provided in the Bond Resolution and in resolutions authorizing Outstanding Bonds; and that the revenues under such contracts will be pledged to such purposes; and
- (b) It is anticipated that contracts similar to this instrument will be executed between the Authority and the other Contracting Parties and may, in the future, be executed with Additional Contracting Parties; and

- (c) That Authority has Outstanding Bonds which were issued to finance construction of the System as it exists as of the date of execution of this contract; and
- (d) That the Authority is preparing to issue and sell its Bonds to refund part of the Outstanding Bonds and to provide funds to enable it to construct extensions, improvements and enlargements to the System;
- (e) That Authority will issue Bonds from time to time in the future to further extend, enlarge and improve the System; and
- (f) That City and Authority are subject to all valid rules, regulations and requirements of the Texas Water Quality Board, the Environmental Protection Agency and such State and Federal laws as now exist or may be enacted during the term of this agreement;

NOW, THEREFORE, the City of Carrollton and TRINITY RIVER AUTHORITY OF TEXAS do hereby contract and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. DEFINITION OF TERMS. Terms and expressions as used in this contract, unless the context clearly shows otherwise, shall have the following meanings:

- (a) "Additional Contracting Party" means any party not defined as a Contracting Party with whom Authority makes a contract for receiving, transporting, treating and disposing of Wastewater through the System.
- (b) "Adjusted Annual Payment" means the Annual Payment, as adjusted due to service to Additional Contracting Parties and/or as required during or after each Fiscal Year.
- (c) "Annual Payment" means the amount of money to be paid to Authority by City as its proportionate share of the Annual Requirement.

- (d) "Annual Requirement" means the total amount of money required for Authority to pay all Operation and Maintenance Expense of the System and to pay the debt service on its Bonds and Outstanding Bonds, and to pay any amounts required to be deposited in any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolution, and in resolutions authorizing Outstanding Bonds.
- (e) "Authority" means the Trinity River Authority of Texas.
- (f) "Authority's System," "Regional System," "Regional Wastewater System," "Central Wastewater Treatment System," or "System" means all of Authority's facilities for receiving, transporting, treating and disposing of Wastewater generally in the area described in the first preamble hereto, together with any improvements, enlargements or additions to said facilities and any extensions or replacements of said facilities constructed or otherwise incorporated into said facilities in the future. Said terms shall include only those facilities which are used for, constructed or acquired, or the use of which is arranged for, by the Authority to afford service to the Contracting Parties and Additional Contracting Parties which can economically and efficiently be served by said System. Said terms do not include Authority's facilities located within the boundaries of the Dallas-Fort Worth Regional Airport and defined as the "System" in the contract between Authority and the Dallas-Fort Worth Regional Airport Board dated July 16, 1971, as amended, Local Wastewater Facilities, any facilities constructed or acquired with proceeds of Special Project Bonds, as defined in the Bond Resolution, or obtained by Authority acting as a signatory to the State of Texas Water Pollution Control Compact, or any of the facilities designated as Authority's Ten Mile Creek System, or Walker-Calloway Project.
- (g) "BOD" (denoting Biochemical Oxygen Demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20° C., expressed in milligrams per liter (mg/l).
- (h) "Bond Resolution" means any resolution of the Board of Directors of the Authority authorizing the issuance of Bonds and providing for their security and payment, as such resolution(s) may be amended from time to time as therein permitted.

- (i) "Bonds" means any bonds to be issued by the Authority pursuant to this contract to refund Outstanding Bonds and for the acquisition, construction, expansion, improvement or completion of the System, whether one or more issues, or any bonds issued to refund same.
- (j) "City" means the City of Carrollton, Texas.
- (k) "Contracting Party" or "Contracting Parties" means one or more of the following: Arlington, Bedford, Carrollton, Dallas, Dallas-Fort Worth Regional Airport Board, Euless, Farmers Branch, Grand Prairie and Irving, and any city or other party as defined in Article 7621g, Vernon's Annotated Civil Statutes, which, prior to the issuance, sale and delivery of the initial issue of Bonds, makes a contract with the Authority for receiving, transporting, treating and disposing of Wastewater through the Authority's System.
- (l) "Domestic Wastewater" (sanitary sewage) means liquid and water-carried waste discharged from sanitary conveniences of dwellings, business buildings, institutions and the like, including Properly Shredded Garbage.
- (m) "Engineering Report" means a report of Forrest and Cotton, Inc., Consulting Engineers, entitled Regional Wastewater System, dated December, 1971, as such report may be amended, modified and changed by Authority or at its direction at any time prior to the execution of construction contracts for improvements, additions and enlargements to the System or as modified and changed by change orders issued after execution of such construction contracts.
- (n) "Fiscal Year" means the twelve (12) month period beginning December 1 of each year and applies only to Authority (i.e., Fiscal Year 1973 is the twelve (12) month period ending November 30, 1973,) or such other twelve (12) month period as may be established in the future to constitute Authority's Fiscal Year.
- (o) "Garbage" means solid wastes from the preparation, cooking and dispensing of food, and from handling, storage and sale of produce.
- (p) "Grease" means fats, waxes, oils, and other similar materials in Wastewater, as determined by procedures specified in the latest edition of Standard Methods of Examination of Water and Wastewater, published by American Public Health Association, Inc.
- (q) "Industrial Wastes" means the liquid wastes from industrial processes as distinct from wastes in Domestic Wastewater.

- (r) "Infiltration Water" means water that has migrated from the ground into the System.
- (s) "Local Wastewater Facilities" means the facilities of Contracting Parties and Additional Contracting Parties for transportation of Wastewater to Points of Entry and any facilities used exclusively or primarily for the pre-treatment of Industrial Wastes.
- (t) "Month" means calendar month.
- (u) "Operation and Maintenance Expense" means all costs of operation and maintenance of the Authority's System including, but not limited to, repairs and replacements for which no special fund is created in the Bond Resolution, the cost of utilities, supervision, engineering, accounting, auditing, legal services, and any other supplies, services, administrative costs and equipment necessary for proper operation and maintenance of the Authority's System, and payments made by Authority in satisfaction of judgments resulting from claims not covered by Authority's insurance or not paid by one particular Contracting Party or Additional Contracting Party arising in connection with the operation and maintenance of the System. The term also includes the fees of the bank or banks where the Bonds are payable. Depreciation shall not be considered an item of Operation and Maintenance Expense.
- (v) "Outstanding Bonds" means all bonds issued by Authority prior to the date of this contract to provide funds for construction of the System as it exists as of the date of execution of this contract.
- (w) "pH" means the logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of the hydrogen ions, in grams, per liter of solution.
- (x) "Point of Entry" means the point at which Wastewater enters Authority's System.
- (y) "Properly Shredded Garbage" means Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch in any dimension.

- (z) "SS" (denoting Suspended Solids) means solids removable by laboratory filtering expressed in milligrams per liter (mg/l) as determined by procedures specified in the latest edition of Standard Methods of Examination of Water and Wastewater, published by American Public Health Association, Inc.
- (aa) "Trustee" means the Republic National Bank of Dallas, Dallas, Texas.
- (bb) "Trust Indenture" means the Trust Indenture between Trinity River Authority of Texas and Republic National Bank of Dallas, dated as of June 1, 1957.
- (cc) "Wastewater" (sewage) means Domestic Wastewater and Industrial Waste, together with such Infiltration Water that may be present.

## ARTICLE II

### CONSTRUCTION OF FACILITIES BY AUTHORITY

Section 2.01. FACILITIES. In order to provide services for receiving, transporting, treating and disposing of Wastewater for City and others, Authority will design and construct extensions, improvements and enlargements to its System, as described in the Engineering Report, and will own, operate, maintain and from time to time expand the System.

## ARTICLE III

### DISCHARGE OF WASTEWATER AND METERING

Section 3.01. City shall have the right to discharge Wastewater into the System under this contract on the effective date of this contract.

Section 3.02. DISCHARGE. In consideration of the payments to be made under this contract, City shall have the right to discharge Wastewater into the System meeting the requirements for

quantity set forth in this Article of the contract, and the requirements for quality as set forth in Article IV.

Section 3.03. POINT OF ENTRY. City shall discharge its Wastewater at a Point or Points of Entry designated for City in the Engineering Report, or at such additional Points of Entry as may be mutually agreed upon by the parties hereto. The Engineering Report establishes and will establish a minimum area to be served by each Point of Entry. City covenants that it will discharge all Wastewater generated in such minimum area of service into each designated Point of Entry for City during the term of this contract, to the extent Authority has provided capacity to that service area, unless City and Authority mutually agree that like service can be provided elsewhere in the System. Whenever additional Points of Entry are established and provided for City, a minimum service area for such Points of Entry will be established in the Engineering Report for such Points of Entry and City shall discharge all Wastewater generated in such area into such Points of Entry during the term of this contract. All such minimum areas of service may be expanded by mutual agreement of Authority and City, and whenever expanded, such expanded service area shall be included in the Engineering Report and City shall discharge all Wastewater generated in such expanded service area into Authority's System, at the appropriate Point of Entry, during the term of this contract.

Section 3.04. CONVEYANCE TO POINT OF ENTRY. It shall be the sole responsibility of City, including any liability incurred in connection therewith, to convey such Wastewater to the Point or Points of Entry.



Section 3.05. QUANTITY AT POINT OF ENTRY. (a) The quantity of Wastewater conveyed to the Point or Points of Entry shall be metered and the total annual contributing flow of Wastewater received during any Fiscal Year shall be used to determine City's Annual Payment and the Basic Charge for service as set forth in Article V.

(b) At each Point of Entry, City may deliver Wastewater at a Maximum Discharge Rate, defined as a rate in MGD, which, if continued over a period of twenty-four (24) hours would not exceed 3.50 times City's estimated annual contributing flow expressed as a daily average in MGD.

(c) City's Maximum Discharge Rate for Fiscal Year 1973 at each Point of Entry is designated in the Engineering Report.

(d) For the Fiscal Year 1974, and each succeeding Fiscal Year thereafter, City's Maximum Discharge Rate shall be redetermined in the manner described in (b) above.

(e) If during any Fiscal Year City's annual contributing flow is redetermined, City's Maximum Discharge Rates shall also be redetermined to the mutual satisfaction of City and Authority.

(f) The Authority will periodically redetermine, if necessary, the Maximum Discharge Rates to assure that said Rates are adequate to allow City to discharge a reasonable Wastewater flow into the System.

Section 3.06. LIABILITY FOR DAMAGES AND RESPONSIBILITY FOR TREATMENT AND DISPOSAL OF WASTEWATER. Liability for damages arising from the reception, transportation, delivery and disposal of

all Wastewater discharged hereunder shall remain in City to Points of Entry, and upon passing through Authority's meters installed at Points of Entry liability for such damages shall pass to Authority. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands, and causes of action which may be asserted by anyone on account of the reception, transportation, delivery, and disposal while Wastewater is in the control of such party. This covenant is not made for the benefit of any third party. Authority takes the responsibility as between the parties hereto for the proper reception, transportation, treatment, and disposal of all such Wastewater received by it at Points of Entry.

Section 3.07. METERING. Authority will furnish, install, operate and maintain at its own expense at each Point of Entry the necessary equipment and devices of standard type for measuring properly all Wastewater to be discharged under this agreement. Such meters and other equipment shall remain the property of the Authority. City shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration, and adjustment thereof shall be done only by employees or agents of Authority in the presence of a representative of the City if requested by the City. All readings of meters will be entered upon proper books of record maintained by the Authority. Upon written request City may have access to said record books during reasonable business hours.

Not more than three times in each year of operation, Authority shall calibrate its meters, if requested in writing by City to do so, in the presence of a representative of City, and the parties shall jointly observe any adjustments which are made to the meters in case any adjustment is found to be necessary.

If, for any reason, any meters are out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of five (5%) per cent, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

City may, at its option and its own expense, install and operate a check meter to check each meter installed by Authority, but the measurement for the purpose of this agreement shall be solely by Authority's meters, except in the cases hereinbelow in this Section specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of Authority, but the reading, calibration and adjustment thereof shall be made only by City, except during any period when a check meter may be used under specific written consent by Authority for measuring the amount of Wastewater delivered into the System, in which case the reading, calibration and adjustment thereof shall be made by Authority with like effect as if such check meter or meters had been furnished or installed by Authority.

Section 3.08. UNIT OF MEASUREMENT. The unit of measurement for Wastewater delivered hereunder shall be 1,000 gallons, U. S. Standard Liquid Measure.

ARTICLE IV

QUALITY AND TESTING

Section 4.01. GENERAL. City agrees to limit discharge into Authority's System to wastes defined herein as admissible discharges, and to prohibit entry into the System of any wastes that have the characteristics of prohibitive discharges, also described herein.

Section 4.02. ADMISSIBLE DISCHARGES. Wastes discharged into the System shall consist only of Wastewater, Properly Shredded Garbage, and other wastes which the System is capable of handling, so that:

- (a) effluent from the System meets the current legal standards of the Texas Water Quality Board or of any governmental body having legal authority to set standards for such effluents; and
- (b) the System is not damaged to the extent to cause unnecessary repairs or replacements resulting in increased Operation and Maintenance Expense.

Section 4.03. PROHIBITIVE DISCHARGES. (a) To enable the highest degree of treatment in the most economical manner possible, and to comply with Federal and State regulations, certain solids, liquids and gases are hereby prohibited from entering Authority's System in excess of standards as set by said Federal and State regulations. The prohibitive discharges listed below shall apply at the Points of Entry.

Federal and State Regulatory Agencies periodically modify standards on prohibitive discharges; therefore, revisions to, additions to, or deletions from the items listed in this section will become necessary to comply with these latest standards. It is the intention of this contract that prohibitive discharge requirements be reviewed periodically by Authority and revised in accordance with the latest standards of any Federal or State Agency having regulatory powers. Any required revisions shall be made and written notice thereof given to City; however, enforcement and effect of the revision shall not begin for ninety (90) days following written notice to City of such change.

(b) The following information shall govern prohibitive discharges:

(i) City shall not discharge any of the following into the System at a Point of Entry: storm water, ground water, roof run-off, sub-surface drainage or water originating from down spouts, yard drains, yard fountain and ponds, or lawn sprays. In cases where, and in the opinion of Authority, the character of the Wastewater from any manufacturer or industrial plant, building or other premises is such that it will damage the System, or cannot be treated satisfactorily in the System, City shall prevent it from entering the System until the character of same is satisfactory to Authority.

(c) City shall not discharge any of the following substances, materials, waters or wastes into the System:

- (i) Any liquid having a temperature higher than 150 degrees Fahrenheit (65 degrees Centigrade);
- (ii) Any water or wastes which contain wax, grease, oil, plastic or other substance that will solidify, or become discernibly viscous at temperatures between 32 degrees to 150 degrees Fahrenheit;

- (iii) Any solids, slurries or viscous substances of such character as to be capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the Wastewater System, such as ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshlings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues or bulk solids;
- (iv) Any solids, liquids, or gases which by themselves or by interaction with other substances may cause fire or explosion hazards, or in any other way be injurious to persons, property, or the operators of the Wastewater System;
- (v) Any garbage that has not been properly comminuted or shredded;
- (vi) Any noxious or malodorous substance, which either singly or by interaction with other substances is capable of causing objectionable odors, or hazard to life, or forms solids that will cause obstructions to flow, or creates any other condition deleterious to structures or treatment processes, or requires unusual provisions, alteration, or expense to handle such substance;
- (vii) Any waters or wastes having a pH lower than 6.0, or higher than 10.0 or having any corrosive property capable of causing damage or hazards to structures, equipment, or personnel of the Wastewater System;
- (viii) Any wastes or waters containing suspended or dissolved solids of such character and quantity that unusual attention or expense is required to handle such materials in the Wastewater System;
- (ix) Any waters or wastes containing a toxic or poisonous substance, such as plating or heat-treating wastes, in sufficient quantity to injure or interfere with any wastewater treatment process, to constitute a hazard to humans or animals, or to create any hazard in the receiving waters of the Wastewater Treatment Plant;
- (x) Any wastes or waters exceeding the concentrations listed below:

1. Antimony greater than	0.01 mg/l
2. Arsenic greater than	0.05 mg/l
3. Barium greater than	5.0 mg/l
4. Beryllium greater than	0.01 mg/l
5. Bismuth greater than	0.5 mg/l
6. Boron greater than	1.0 mg/l
7. Cadmium greater than	0.02 mg/l
8. Chromium (Hexavalent) greater than	0.05 mg/l
9. Chromium (trivalent) greater than	5.0 mg/l
10. Cobalt greater than	1.0 mg/l
11. Copper greater than	1.0 mg/l
12. Cyanides greater than	1.0 mg/l
13. Fluorides greater than	1.5 mg/l
14. Hydrogen Sulfide greater than	0.1 mg/l
15. Iron greater than	0.3 mg/l
16. Lead greater than	0.1 mg/l
17. Manganese greater than	1.0 mg/l
18. Mercury greater than	0.005 mg/l
19. Molybdenum greater than	1.0 mg/l
20. Nickel greater than	1.0 mg/l
21. Phenol greater than	0.005 mg/l
22. Selenium greater than	0.02 mg/l
23. Silver greater than	0.1 mg/l
24. Tin greater than	1.0 mg/l
25. Uranyl-Ion greater than	5.0 mg/l
26. Zinc greater than	5.0 mg/l

(d) City shall not discharge into the System waters or wastes containing:

(i) Free or emulsified oil and grease exceeding, on analysis, an average of 100 mg/l (834 pounds per million gallons) of either, or both, or combinations of free or emulsified oil and grease, if, in the opinion of Authority, it appears probable that such wastes:

1. Can deposit grease or oil in the sewer lines in such manner to clog the sewers;
2. Can overload skimming and grease handling equipment;
3. Are not amenable to bacterial action or other treatment processes then being employed by Authority and will, therefore, pass to the receiving waters without being affected by normal wastewater treatment processes; or,

4. Can have deleterious effects on the treatment process due to excessive quantities.
- (ii) Any radioactive wastes greater than the allowable releases as specified by current United States Bureau of Standards handbooks dealing with the handling of and release of radioactivity.
  - (iii) Cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification in excess of 0.2 mg/l by weight (as CN).
  - (iv) Materials which exert or cause:
    - 1. Unusual concentrations of solids or compounds; as, for example, in total SS of inert nature (such as Fuller's Earth) and/or in total dissolved solids (such as sodium chloride or sodium sulfate);
    - 2. Excessive discoloration;
    - 3. Unusual BOD or immediate oxygen demand.

Section 4.04. TESTING QUALITY. To determine quality of Wastewater, Authority will collect twenty-four (24) hour composite samples of Wastewater at each Point of Entry and cause same to be analyzed in accordance with testing procedures as set forth in the latest edition of Standard Methods of Examination of Water and Wastewater, published by American Public Health Association, Inc. Composite samples will normally be taken once a month, or at more frequent intervals if necessary to determine Wastewater quality. Such Wastewater shall not exceed the limits of concentration specified for Normal Wastewater as follows:

Normal Wastewater Concentration

BOD	250 mg/l
SS	250 mg/l
pH, not less than 6 nor greater than 10	
Hydrogen Sulfide	0.1 mg/l



Should the analysis disclose concentrations higher than those listed, Authority will at once inform City of such disqualification. It shall be the obligation of City to require the offending discharger of said highly concentrated materials to undertake remedial measures to bring discharge concentrations within acceptable limits. The Authority will cooperate with City in reaching a satisfactory solution but will not undertake to specify the measures that will be employed to bring those over-strength discharge concentrations within acceptable limits. In some cases of over-strength Industrial Waste, the industry discharging the over-strength waste, and City, may be desirous, and Authority may be agreeable to negotiate terms under which Authority will accept and treat the over-strength wastes, but Authority makes no commitment to perform such service.

Section 4.05. ADMISSION OF DISCHARGES CONTAINING CONCENTRATIONS OF BOD AND/OR SS GREATER THAN THOSE PRESENT IN NORMAL WASTEWATER. If Wastewater at the Point or Points of Entry contains concentrations of BOD greater than 250 mg/l and/or SS greater than 250 mg/l, approval must be obtained from Authority prior to discharge of the Wastewater into the System. Charges made to City will include the Basic Charge as outlined in Article V of this contract, plus a surcharge for excess BOD and/or SS calculated in accordance with the following formula:

$$SC = (Q) (8.34) (a(BOD-250) + b (SS-250))$$

where:

SC = surcharge based on excessive concentrations of BOD and/or SS (dollars per month)

Q = flow (million gallons per month)

a = annually adjusted unit cost of treatment, chargeable to BOD (dollars per pound of BOD introduced to System)

b = annually adjusted unit cost of treatment, chargeable to SS (dollars per pound of SS introduced to System)

The value of BOD and/or SS concentrations in this calculation will be the average of values determined by testing procedures as defined in Section 4.04, TESTING QUALITY, except for the following condition: Observation of unusually high values of BOD and/or SS in samples collected at the Wastewater treatment plant or at a Point of Entry will prompt an intensive sampling and testing program to determine the Contracting Party responsible for these high values. Once the source of high concentration of BOD and/or SS has been determined, the responsible Contracting Party will be notified and samples will be collected and tested for four (4) continuous days. The average of the BOD and SS values measured during these four (4) days will be considered as representative of the Wastewater being discharged to the System and will serve as the basis of the surcharge during the month of observation. Any surcharge for overstrength Wastewater which Authority has agreed to accept shall not be allocated among Contracting Parties discharging normal Wastewater, but shall be applied only to the Contracting Party discharging such overstrength Wastewater.

At any time that Authority determines that any service hereunder should be suspended because City's Wastewater does not meet

standards herein established or that a surcharge will be applied, Authority shall furnish to City the data and expert opinion on which such determination was based prior to cessation of service or application of a surcharge.

Section 4.06. INDUSTRIAL WASTES. The effects of certain types of Industrial Waste upon Wastewater and Wastewater treatment processes are such as to require that careful consideration be made of each industrial connection. This is a matter of concern both to Authority and to City. Accordingly, Authority, upon request by City, will work jointly in processing applications for discharge of Industrial Waste into any sewers ultimately discharging into Authority's System. The City covenants that it will have in effect and will enforce an industrial waste ordinance acceptable to Federal and State agencies or departments having lawful jurisdiction to set standards for waste discharges.

An industry in City in an area being served by Authority's System seeking to connect to the City's Domestic Wastewater system shall make an application to the City for an Industrial Waste disposal permit and shall file therewith a statement containing the following information:

- (a) Name and address of applicant;
- (b) Type of Industry;
- (c) Quantity of plant waste;
- (d) Typical analysis of the waste;
- (e) Type of pre-treatment proposed.

City will allow Authority access to City records to gather information and data that will be useful to Authority as statistical data for planning the operation, improvement and expansion of Authority's treatment facilities.

ARTICLE V

FISCAL PROVISIONS

Section 5.01. FINANCING. Authority will pay for the cost of construction of the improvements contemplated herein, and will issue its Bonds, from time to time, in amounts necessary which, together with other available funds, will be sufficient to accomplish such construction.

Section 5.02. ANNUAL REQUIREMENT. It is acknowledged and agreed that payments to be made under this contract and similar contracts with other Contracting Parties and Additional Contracting Parties will be the only source available to Authority to provide the Annual Requirement; and that the Authority has a statutory duty to establish and from time to time to revise the charges for services to be rendered and made available to City hereunder so that the Annual Requirement shall at all times be not less than an amount sufficient to pay or provide for the payment of:

- (a) The net amount paid or payable for all Operation and Maintenance Expenses;
- (b) the principal of and the interest on Outstanding Bonds and Bonds, as such principal and interest become due, less interest to be paid out of Bond proceeds as permitted by the Bond Resolution and less any other funds on hand for payment of principal and interest on the Bonds and Outstanding Bonds;
- (c) during each Fiscal Year, the proportionate part of any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolution and/or any resolution authorizing Outstanding Bonds; and
- (d) an amount in addition thereto sufficient to restore any deficiency in any of such funds or accounts required to be accumulated and maintained by the provisions of the Bond Resolution and/or any resolution authorizing Outstanding Bonds.

Section 5.03. PAYMENTS BY CITY. (a) For services to be rendered to City by Authority hereunder, City agrees to pay, at the time and in the manner hereinafter provided, its proportionate share of the Annual Requirement, which shall be determined as follows and shall constitute City's Annual Payment:

- (i) For the Fiscal Year 1973, the City's proportionate share of the Annual Requirement shall be a percentage obtained by dividing City's estimated annual contributing flow to the System by the total estimated annual contributing flow to the System by all Contracting Parties. The following tabulation shall apply for 1973:

<u>CONTRACTING PARTY</u>	<u>Estimated 1973 Annual Con- tributing Flow (1,000 gallons)</u>	<u>Percentage of Total</u>
Arlington	1,769,975	12.38
Carrollton (includes Coppell)	1,050,833	7.35
Dallas	1,544,081	10.80
D/FW Airport	364,575	2.55
Euless	1,193,804	8.35
Bedford	514,694	3.60
Farmers Branch (includes Addison)	1,318,188	9.22
Grand Prairie	2,277,520	15.93
Irving	4,263,380	29.82
	<u>14,297,050</u>	<u>100.00</u>

City's Annual Payment for the Fiscal Year 1973 shall be calculated by multiplying City's percentage from the above tabulation times the Annual Requirement. City's Annual Payment shall be made to Authority in twelve (12) equal monthly installments. In the event Authority is unable to offer service under this contract to City for the complete Fiscal Year of 1973, City's Annual Payment shall be reduced to the prorata portion of the Fiscal Year for which service is provided. Such payments shall be made in accordance with and at the times set forth in a Schedule of Payments for 1973 which

which will be supplied to City. At the close of the 1973 Fiscal Year, Authority shall redetermine City's percentage by dividing City's actual metered contributing flow to the System by the total actual metered contributing flow to the System by all Contracting Parties. City's Adjusted Annual Payment shall be calculated by multiplying City's redetermined percentage times the Annual Requirement. The difference between the Adjusted Annual Payment and the Annual Payment, if any, when determined, shall be applied as a credit or a debit to City's account with Authority and shall be credited or debited to City's next subsequent monthly payment or payments.

- (ii) For the Fiscal Year 1974, and each succeeding Fiscal Year thereafter, City's proportionate share of the Annual Requirement shall be a percentage obtained by dividing City's estimated contributing flow to the System for such year by the total estimated contributing flow to the System by all Contracting Parties and Additional Contracting Parties being served at the beginning of each such year. Calculation of Annual Payment as determined herein and Adjusted Annual Payment for 1974 and each succeeding Fiscal Year thereafter shall be determined in the manner described in (i) above.

(b) If, during any Fiscal Year, Authority begins providing services to an Additional Contracting Party or Parties, City's Annual Payment for such Fiscal Year shall be redetermined in the following manner:

- (i) Such Additional Contracting Party or Parties estimated contributing flow to the System for such year, or portion thereof, shall be determined by Authority;
- (ii) City's proportionate share of the Annual Requirement shall be a percentage, redetermined by dividing City's estimated annual contributing flow

to the System by the total estimated annual contributing flow to the System by all Contracting Parties, including that estimated for the Additional Contracting Party or Parties for the remaining portion of such Fiscal Year;

(iii) Authority shall redetermine the Annual Requirement, taking into consideration any costs incurred on account of the Additional Contracting Party or Parties;

(iv) City's Annual Payment shall be redetermined by multiplying City's redetermined percentage times the redetermined Annual Requirement.

(c) City's Annual Payment shall also be redetermined, in the manner set out above, at any time during any Fiscal Year if:

(i) Additions, enlargements or improvements to the System are constructed by Authority to provide continuing service which in turn requires a redetermination of the Annual Requirement; or

(ii) Unusual or extraordinary expenditures for operation and maintenance are required which are not provided for in the Annual Budget or in the Bond Resolution, or

(iii) City's contributing flow to the System, after the beginning of the Fiscal Year, is estimated to be substantially different from that on which Annual Payments are based as determined by Authority, to the extent that such difference in flow will substantially affect City's Budget, and consequently City's Annual Payment to Authority.

(d) The Annual Payment set forth in this section shall be considered the Basic Charge for service hereunder, and City shall pay a surcharge for excess BOD and/or SS determined in the manner set forth in Section 4.05.

(e) Recognizing that the Authority will use payments received from City to pay, secure and finance the issuance of the Bonds, it is hereby agreed that upon the effective date of this contract, City shall be unconditionally obligated to pay its proportionate share of the debt service on the Bonds, regardless of whether

or not the Authority is actually receiving Wastewater hereunder, or whether or not City actually discharges Wastewater hereunder, whether due to Force Majeure or otherwise. In such event, the amount due shall be a percentage of the debt service on the Bonds for the period of such failure of service hereunder. Such percentage shall be determined by dividing the amount of Wastewater actually discharged into the System by City in the month preceding cessation of service hereunder by the total amount of Wastewater discharged into the System by all Contracting Parties and Additional Contracting Parties for the same period. In the event service hereunder is never begun, the percentage of Debt Service for Bonds outstanding at the time of such failure of service hereunder for City shall be 6.75%.

(f) On or before August 1 of each year Authority will furnish City with an estimated schedule of monthly payments to be made by City for the ensuing Fiscal Year. On or before November 1 of each year, Authority shall furnish City with a finalized schedule of the monthly payments to be made by such City to the Authority for the ensuing Fiscal Year. City hereby agrees that it will make such payments to the Authority on or before the 10th day of each month of such Fiscal Year. If the City at any time disputes the amount to be paid by it to Authority, City shall nevertheless promptly make the payment or payments determined by Authority, and, if it is subsequently determined by agreement, arbitration or court decision that such disputed payments made by City should have been less, Authority shall promptly revise and reallocate the charges among all parties then being served by Authority in such manner



that City will recover its overpayment. In the event City is assessed a surcharge for excess BOD and/or SS, Authority will bill City for such surcharge on or before the fifth (5th) day of the month following the determination of the surcharge and City shall pay such surcharge on or before the tenth (10th) day of the month of receipt of any such bill. Any such surcharge collected by Authority shall be applied by Authority against the total cost of Operation and Maintenance Expense of the System.

(g) If City's Annual Payment is redetermined as is herein provided, Authority will promptly furnish City with an updated schedule of monthly payments reflecting such redetermination.

(h) All interest income earned by the investment of any Funds created in the Bond Resolution shall be taken into account in determining the Annual Requirement.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.01. CONSTRUCTION. Authority agrees to proceed promptly with the construction of the facilities necessary to the performance of its obligations hereunder. Authority shall not be liable to the City for any damages occasioned by delay in the commencement of such service to City. After Authority has notified City of readiness to accept such Wastewater, at the Point or Points of Entry, Authority shall, subject to other terms and conditions of this contract, continually hold itself ready, willing and able to supply such service to City. Liability of the Authority under this covenant shall be subject to the provisions of Section 6.02 of this contract.

Authority agrees to maintain and provide service to City with existing facilities until such time as construction of additional or replacement facilities are completed.

Section 6.02. CONDITIONS PRECEDENT. It is expressly understood and agreed that any obligation on the part of the Authority to complete and operate the said facilities shall be conditioned upon the following:

- (a) Sale of Bonds in an amount which, together with other available funds, will be sufficient to assure the construction of the System;
- (b) The Authority's ability, or the ability of the Authority's contractors, to obtain all material, labor and equipment necessary for completion of the System.
- (c) Execution of contracts in substantially the form of this contract with Arlington, Bedford, Carrollton, Dallas, Dallas-Fort Worth Regional Airport Board, Euless, Farmers Branch, Grand Prairie and Irving;
- (d) Release by the Trustee of the Trust Indenture.

Section 6.03. OBLIGATIONS OF CITY. Authority shall never have the right to demand payment by City of any obligation assumed or imposed on it under and by virtue of this contract from funds raised or to be raised by taxation, it being expressly understood by the parties hereto that all payments due by City hereunder are to be made from the revenues and income received by City from its waterworks and sanitary sewer systems, as authorized by Section 3 of Article 1109i, Vernon's Annotated Civil Statutes.

Section 6.04. PAYMENTS TO CONSTITUTE OPERATING EXPENSES BY CITY. City represents and covenants that the services to be obtained pursuant to this contract are essential and necessary to the operation of City and its Local Wastewater Facilities, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of City's waterworks

and sanitary sewer systems, within the meaning of Article 1113, Vernon's Annotated Civil Statutes, and the provisions of all Ordinances authorizing the issuance of all revenue bond issues of City which are payable from revenues of City's waterworks and sewer systems.

Section 6.05. CITY TO ESTABLISH ADEQUATE RATES. City agrees to establish and collect such rates and charges for Waterworks and Domestic Wastewater services to be supplied by its Waterworks and Domestic Wastewater systems as will make possible the prompt payment of all expenses of operating and maintaining its Waterworks and Domestic Wastewater systems, including all payments contracted hereunder, and the prompt payment of the principal of and interest on its obligations, if any, payable from the revenues of its Waterworks and Domestic Wastewater systems.

Section 6.06. USE OF PUBLIC PROPERTY. By these presents, City authorizes use by the Authority of streets and general utility or sewer easements of City for construction, operation and maintenance of the Authority's System, so long as such use by the Authority does not interfere with any lawful use by the City, and subject to all of City's Ordinances respecting the manner of such use and restoration of lands, pavement or improvements resulting from exercise of the rights provided in this section, including the cost of relocation as an expense of the Authority's System. Authority will work with City and cooperate in the timing, planning and installation timetable of all facilities to be constructed and installed by Authority.

Section 6.07. USE OF REVENUES OF SYSTEM. All revenues received from any source whatsoever by Authority by reason of its ownership of this System shall, to the extent permitted by law,

be credited to the funds of the System as established in the Bond Resolutions. To the extent permitted by law, if the Authority receives income from the use of treated Wastewater, prior to its discharge into a public stream of the State of Texas, the Authority will apply said income against the Operating and Maintenance Expense of the System. Provided, that revenues received by Authority from the Dallas-Fort Worth Regional Airport Board under contract dated July 16, 1971, as amended, and any revenues received under contracts, the revenues from which are pledged to the payment of special facility bonds, as permitted in the Bond Resolutions, shall not be credited to said funds of the System and will not be a part of the pledge of revenues for payment of the Bonds. Neither shall any revenues received by the Authority under contracts where the Authority is acting as a signatory to the Texas Water Pollution Control Compact be included as a part of the pledge of revenues for payment of the Bonds. No funds derived from the Contracting Parties shall ever be used for the benefit of any project the revenues of which have been excluded from the pledge for payment of the Bonds hereunder or which may be so excluded in the future.

Section 6.08. FORCE MAJEURE. In case by reason of "Force Majeure" either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such "Force Majeure" in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, with the exception of the obligation of City to make the payments required in Section 5.03(e) hereof, shall be suspended during the continuance of the inability then claimed, but for no longer periods, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind 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, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines or canals, partial or entire failure of water supply, and inability on part of City to provide water necessary for operation of its water and Domestic Wastewater system hereunder, or of Authority to receive Wastewater on account of any other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

Section 6.09. INSURANCE. The Bond Resolution will contain appropriate provisions requiring Authority to carry insurance for purposes and in amounts which would ordinarily be carried by a privately owned utility company under contract to perform services similar to those undertaken by Authority in this contract. Such provisions will be so designed as to afford protection not only for the holders of the Bonds but to assure and facilitate, to the extent feasible and practicable, the restoration

of damage to or destroyed properties and to maximize the interruption of service to City and others.

Section 6.10. REGULATORY BODIES. This contract shall be subject to all valid rules, regulations and laws applicable hereto passed or promulgated by the United States of America, the State of Texas or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 6.11. ADVISORY COMMITTEE: The City's governing body shall annually appoint one of the members of its governing body or one of its officers as a voting member of the Advisory Committee for the Authority's Central Wastewater Treatment System. Said Committee shall be comprised of one voting representative of each Contracting Party and Additional Contracting Party. Additionally, the Board of Directors of the Authority shall annually appoint to serve as non-voting members of the Advisory Committee one of its Dallas County Directors and one of its Tarrant County Directors. The Advisory Committee, at its first called meeting, shall elect a Chairman, a Vice Chairman and a Secretary. The Advisory Committee shall establish by-laws governing the election of officers, meeting dates and other matters pertinent to the functioning of the Advisory Committee. The Advisory Committee shall consult with and advise the Authority, through its General Manager, with regard to the following matters pertaining to the System:

- (i) Future plans for expansion;
- (ii) Methods for improved service;
- (iii) The inclusion of Additional Contracting Parties;
- (iv) The proposed Annual Budget, prior to its submission by the Authority's General Manager to the Authority's Board;

- (v) Review of the Annual Report and Annual Audit; and
- (vi) All such matters as relate to its management, operation and maintenance.

Said Committee shall inspect, no less than annually, all physical elements of the System. A copy of the minutes of the meetings of the Advisory Committee and all other pertinent data, shall be provided to the Authority's President.

The term of membership on the Advisory Committee shall be for twelve (12) months, beginning on December 1st of each year and ending on November 30th of the succeeding year. A member may serve more than one (1) term if so appointed by the governing body represented. The Authority's General Manager, or his designated representative, shall serve ex officio as a member of the Advisory Committee without voting rights. All expenses of the Advisory Committee shall be considered as an operating expense of the System.

Section 6.12. AUTHORITY CONTRACTS WITH OTHERS. The Authority reserves the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under this contract or other services; provided, however, that no contract will be made for service within City's City limits or within the extraterritorial jurisdiction of any City, as defined, in Article 970a, Vernon's Annotated Civil Statutes, on the date of such contract, without such City's written consent.

Section 6.13. ADDITIONAL CAPACITY AND FACILITIES. As the responsible agency for the establishment, administration, operation and maintenance of the System, the Authority will, from

time to time, determine when it is necessary to provide additional facilities to receive, transport, treat and dispose of additional Wastewater of the Contracting Parties and any Additional Contracting Parties. In making the determinations called for herein, Authority covenants that such determinations will be made only after detailed studies of statistical data available as to the need and feasibility have been made and after consulting with the Advisory Committee, consulting engineers and financial advisors. City will be kept advised at all times of planning and proposed development of the System. In no event shall any contract with an Additional Contracting Party be on terms more favorable than is available to City hereunder unless the governing body of City shall approve such contract.

Section 6.14. CITY CONTRACTS WITH OTHERS. City shall have the right to enter into contracts with other persons outside the City limits of City, natural or corporate, private or public, to receive Wastewater from such persons. City covenants that it will advise Authority of all such contracts and will, if requested by Authority, furnish Authority with a copy of such contracts.

Section 6.15. ANNUAL REPORT AND AUDIT OF SYSTEM. The Authority shall, at the close of each Fiscal Year, cause to be prepared an Annual Report and Audit of the System. Such report shall contain such matters and information as may be considered necessary and useful by Authority and the Advisory Committee.

Section 6.16. PUBLICATIONS, REFERENCE WORKS, GOVERNMENTAL REGULATIONS. In each instance herein where reference is made to a publication, reference work or Federal or State regulation, it is the intention of the parties that at any given time the then current edition of any such publication or reference work or Federal or State regulation shall apply. If a publication or reference work is discontinued or ceases to be the generally accepted work in its field or if conditions change or new methods



or processes are implemented by the Authority, new standards shall be adopted which are in compliance with State and Federal laws and any valid rules and regulations issued pursuant thereto.

Section 6.17. OPERATION OF THE SYSTEM. Authority covenants that it will operate the System in accordance with accepted good business and engineering practices and in accordance with requirements of the Federal Water Pollution Control Act, as amended, and as said Act may be amended in the future, and any rules and regulations issued and to be issued by appropriate agencies in the administration of said Act. City and Authority agree that their obligations hereunder shall include compliance with the requirements made under said Act, and any rules and regulations issued pursuant thereto. Upon sale of the first issue of Bonds, Authority will immediately commence actions designed to eliminate odors caused by the ponds of Authority's present System. It is the intention of Authority to proceed as rapidly as possible with the design and construction of new facilities to eliminate all known sources of odor.

#### ARTICLE VII

##### AUTHORITY ANNUAL BUDGET

Section 7.01. FILING WITH CITY. Not less than forty (40) days before the commencement of the second Fiscal Year and not less than forty (40) days before the commencement of each Fiscal Year thereafter while this contract is in effect, Authority shall cause to be prepared as herein provided its tentative budget for the operation of the System only for the next ensuing Fiscal Year. A copy of such tentative budget shall be filed with each Contracting Party and Additional Contracting Party. If no protest or request for a hearing on such tentative budget is presented to Authority within ten (10) days after such filing of the tentative budget by one or more Contracting Parties or Additional Contracting Parties, the tentative budget for the System, when adopted by Authority's Board of Directors, shall be considered for all purposes as the "Annual Budget" for the next ensuing Fiscal

Year. But if protest or request for a hearing is duly filed, it shall be the duty of the Authority to fix the date and time for a hearing on the tentative budget before the Advisory Committee as constituted in Section 6.11 hereof and shall so advise all Contracting Parties and Additional Contracting Parties in writing. The Advisory Committee shall consider the testimony and showings made in such hearing and shall report its findings to the Board of Directors of Authority. The Board of Directors of Authority may adopt the budget or make such amendments thereof as to it may seem proper. The budget thus approved by the Board of Directors of the Authority shall be the Annual Budget for the next ensuing Fiscal Year.

The Annual Budget may be amended to provide for transfers of budgeted funds between expenditure accounts, provided however that said transfers do not result in an overall increase in budgeted funds as approved in the Annual Budget. The Annual Budget may be increased through formal action by the Board of Directors of Authority. Certified copies of the amended Annual Budget and resolution shall be filed immediately by the Authority with each Contracting Party and Additional Contracting Party.

#### ARTICLE VIII

##### EFFECTIVE DATE AND TERM OF CONTRACT

Section 8.01. EFFECTIVE DATE. This contract shall become effective as of the date and time of the release of the Trust Indenture by the Trustee, as shown on said release, and as communicated in writing to City. Provided, the quality

standards specified in Article IV hereof shall not go into effect for a period of 120 days from the date the last of the Contracting Parties executes a contract in substantially the form and content of this contract. During such 120 day period, the quality standards to be in effect shall be those contained in contracts executed in 1957 between Authority and the Cities of Dallas, Farmers Branch, Grand Prairie and Irving. As of the date and time of the release of the Trust Indenture by the Trustee, this contract shall constitute the sole and only contract between City and Authority regarding Wastewater disposal services, except for contract dated as of October 20, 1967, between City and Authority. City hereby recognizes and affirms its duty of making the payments required under said contract.

Section 8.02. TERM OF CONTRACT. This contract shall continue in force and effect from the effective date hereof for a period of fifty (50) years, and thereafter shall continue in effect until any Outstanding Bonds, Bonds, or any Bonds issued to refund same, if any, have been paid in full. City shall have the right to the continued performance of services provided hereunder for the useful life of the System after amortization of Authority's investment in the System, upon payment of charges by City, reduced to take into consideration such amortization.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this

contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the 10<sup>th</sup> day of October, 1973.

TRINITY RIVER AUTHORITY OF TEXAS

BY David H. Brune  
General Manager

ATTEST:

George Ramsey  
Secretary  
(SEAL)

CITY OF CARROLLTON, TEXAS

BY Tommy Standridge  
Mayor

ATTEST:

DeWay Jones  
Secretary  
(SEAL)

THE STATE OF TEXAS           §     CITY OF CARROLLTON  
                                  §     TRINITY RIVER AUTHORITY  
COUNTY OF TARRANT         §     CONTRACT

WHEREAS, the City of Carrollton, Texas, hereinafter called Carrollton, owns and operates two major wastewater transportation systems, one known as the Furneaux Creek line and one known as the Hutton Branch line; and,

WHEREAS, the Trinity River Authority of Texas, hereinafter called the Authority, and Carrollton executed a contract on October 10, 1973, providing for Carrollton to discharge wastewater into the Central Regional Wastewater System of the Authority; and

WHEREAS, Carrollton has surplus capacity in the Furneaux Creek line and the Hutton Branch line; and,

WHEREAS, Carrollton understands that the Authority has been asked by the City of Dallas to connect the Renner Area of Dallas, an area of approximately 1600 acres, to the Central Regional Wastewater System of the Authority; and,

WHEREAS, Carrollton agrees to provide the Authority capacity in its Furneaux Creek Line and its Hutton Branch Line in order for the Authority to transport the wastewater generated within the Renner Area of Dallas to the Central Regional Wastewater System of the Authority; and,

WHEREAS, Carrollton desires to abandon its Furneaux Creek Pumping Station at some time in the future; and,

WHEREAS, the Authority agrees to construct the facilities necessary to allow Carrollton to abandon its Furneaux Creek Pumping Station or, in the alternative, the Authority agrees to take over the operation of maintenance of such pumping station;

NOW THEREFORE, THE TRINITY RIVER AUTHORITY OF TEXAS AND THE CITY OF CARROLLTON DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. Carrollton hereby grants and conveys to the Authority the right to 3.90 million gallons per day of capacity in the Furneaux Creek Interceptor and the Furneaux Creek Pump Station which are owned by Carrollton, such Furneaux Creek system being identified by the solid red line on the map attached hereto as Exhibit No. 1.

2. Carrollton hereby grants and conveys to the Authority the right to 0.90 million gallons per day of capacity in the Hutton Branch Sewer Line upstream of Broadway Street and 4.80 mgd of capacity in the Hutton Branch Sewer Line downstream of Broadway Street owned by Carrollton, such line being identified by the dashed red line on the map attached hereto as Exhibit No. 1.

3. The Parties agree that this capacity is granted to the Authority to provide capacity to transport the wastewater generated within an area of the City of Dallas of approximately 1600 acres located in Collin and Denton Counties, known locally as the Renner Area, such area being identified as Areas A, B, and C, on the map attached hereto as Exhibit No. 2.

4. The parties agree that, in order to provide sewer service to Area B, it is necessary to construct an extension to the south fork of the Furneaux Creek Interceptor, such extension being approximately 2600 feet long and extending generally easterly from Scott Mill Road along an unnamed tributary of Furneaux Creek between the platted streets of Lockwood Drive on the north and Green Valley Drive and Stonebrook Drive on the south to the intersection of such unnamed tributary with the St. Louis, San Francisco Railroad right-of-way and being identified by the solid yellow line on the map attached hereto as Exhibit No. 1. Carrollton shall provide, at Carrollton's cost, the right-of-way, for

the construction of the extension of the south fork of the Furneaux Creek Interceptor.

5. Carrollton understands and agrees that the City of Dallas shall construct or cause to be constructed the aforementioned extension to the south fork of the Furneaux Creek Interceptor and such extension will be constructed in accordance with the applicable construction standards of Carrollton. Subject to the extension being constructed in accordance with Carrollton's specifications, Carrollton shall accept the dedication of the extension by the City of Dallas and such extension will become a part of the Carrollton sewer collection system.

6. Subject to the limitation of Paragraph 11 of this agreement, the Authority shall compensate Carrollton for its cost of transporting the wastewater from the Renner Area of Dallas to the Central Regional Wastewater System of the Authority. Carrollton shall be entitled to a credit from the Authority on its proportionate share of the annual requirement of the Authority as defined by the October 10, 1973 contract between the Authority and Carrollton. On or before the first day of each calendar year, Carrollton shall furnish the Authority with the total amount of power charges incurred by its Furneaux Creek Pumping Station and the total volume of wastewater pumped through such pumping station during the previous fiscal year. This information shall be used to derive the resultant power cost per thousand gallons of wastewater pumped, and shall be the rate charged for the next fiscal year. The credit to Carrollton shall be calculated by multiplying the total number of gallons of wastewater metered through Metering Stations A, B, and C by the resultant power cost per thousand gallons of wastewater pumped through the Furneaux Creek Pumping Station. Metering stations A, B, and C are to be constructed on the eastern end of the northern branch of the Furneaux Creek Line, of the southern branch of

the Furneaux Creek Line, and of the Hutton Branch Line, such Metering Stations being identified by red circles on the maps attached hereto as Exhibits No. 1 and 2.

7. It is agreed that the resultant power charge for the first calendar year of the effective date of this contract is hereby established to 1.81 cents per thousand gallons of wastewater measured by Metering Stations A, B, and C. This rate has been developed by taking the total power cost incurred by Carrollton for its Furneaux Creek Pumping Station during May 1977 through April 1978 and dividing that amount by the total wastewater volume pumped by the Furneaux Creek Pumping Station during the same period.

8. Carrollton understands that the Authority plans to construct a wastewater line which will allow the Furneaux Creek Pumping Station to be abandoned. Such line will be approximately 12,500 feet in length, will be approximately 39 inches in diameter, and will extend northwesterly from an existing Carrollton 42 inch diameter wastewater line which is near Hutton Branch between the St. Louis Southwestern Railroad right-of-way and Interstate 35 E., along a power line right-of-way for approximately 10,700 feet thence northeasterly approximately 1,800 feet to the site of the existing Carrollton Furneaux Creek Pump Station. The location of such proposed line is identified by a blue line on Exhibit No. 1 attached hereto. In order to facilitate the future construction of such line and to keep the cost of such construction at a minimum, Carrollton hereby agrees to coordinate all land planning and zoning along the route of the proposed interceptor in such a way as to restrict any land use in the area which would hinder or increase the cost of construction of such proposed line.

9. In order for the Authority to carry out its duties under this agreement and a proposed agreement between the Authority and the City of Dallas which is attached hereto as



Exhibit No. 3, Carrollton does hereby grant and convey the total capacity in an existing 42 inch diameter Carrollton line extending northward from the north end of the existing Authority Elm Fork Line which extends a distance of approximately 2000 feet to a point north of the St. Louis, Southwestern Railroad right-of-way, thence northeasterly for a distance of approximately 500 feet to a point approximately where the sewer line intersects the power line right-of-way in which the line referenced in Section 8 of this contract is to be constructed, such point being approximately 1400 feet west of Interstate Highway 35 East as measured along West College Road. Hereinafter, the Authority shall have the right and duty to control and operate this line to provide service to the present or future customers of the Central Regional Wastewater System of the Authority. The location of such line is identified by a solid green line on the map attached hereto as Exhibit No. 1.

10. The Authority hereby accepts the responsibility to operate and maintain the line referenced in Section 9 above.

11. The Authority will construct the sewer line described in Section 8 of this agreement so as to enable the existing Furneaux Creek pumping station to be abandoned. The Authority plans to have the line completed and in operation by January 1, 1985 or the date on which the Furneaux Creek Pump Station first pumps 4,000,000 gallons per day, whichever occurs first. Alternatively, should the Authority determine that it is not in the Authority's best interest to have such line completed by January 1, 1985 or by the time the Furneaux Creek Pump Station reaches a flow of 4,000,000 gallons per day, the Authority may, in lieu of constructing such line, elect to assume total operation and maintenance responsibilities of Carrollton's Furneaux Creek Pumping Station. In the event the Authority has not previously elected to operate the Furneaux Creek Pumping Station, the Authority automatically

shall assume operation and maintenance responsibilities of the Furneaux Creek Pumping Station on January 1, 1985 or on the date the Furneaux Creek Pumping Station is first required to pump 4,000,000 gallons of wastewater per day, whichever occurs first. Upon construction of the line referenced in Section 8 above, the Furneaux Creek Pumping Station will be abandoned and control shall revert to Carrollton for such disposition and use as Carrollton desires at that time. The obligation of the Authority under Paragraph 6 of this agreement to credit Carrollton for the cost of power associated with transporting wastewater through its system shall cease when the Furneaux Creek Pumping Station is abandoned or when the Authority assumes the operation and maintenance of such pumping station, whichever occurs first.

12. The Authority must read on a monthly basis, or some other basis established by mutual agreement, the volume of wastewater flow passing through each of the Metering Stations A, B, and C. The Authority shall keep records which record the flow from each meter as well as the total cumulative flow.

13. The Authority must credit annually to Carrollton during the time period which Carrollton is responsible for operation and maintenance of the Furneaux Creek Pumping Station, all monies received from Dallas under paragraph 6 of TRA-Dallas contract, attached hereto as Exhibit #3, to be determined as follows:

- (a) The total wastewater flow discharged, by the Renner Area of Dallas through the three Metering Stations, A, B, and C, multiplied by the rate charge established by Section 6 of this agreement.
- (b) The rate charge for pumping 1,000 gallons in the initial calendar year of service, 1979, or any portion thereof, is established at this time to be 1.81 cents per thousand gallons.
- (c) On January 1, of each year, 1980 and beyond, the Authority shall review and establish the

validity of Carrollton's prior fiscal years power cost, and, upon acceptance of the rate charge, will multiply such cost by the then-current calendar years' wastewater flow originating within the Renner Area of Dallas and passing through the Metering Stations A, B, and C.

It is understood and agreed by the parties hereto that the Authority's obligation to credit Carrollton in accordance with the terms of this paragraph is limited to those monies actually received by the Authority from Dallas under paragraph 6 of the TRA-Dallas contract, attached hereto as Exhibit No. 3.

14. In the event Carrollton awards a construction contract prior to January 1, 1985 for construction of a relief wastewater interceptor between Josey Lane and Perry Road to relieve the Hutton Creek Interceptor, the Authority shall credit Carrollton with all money received from Dallas for Dallas's share of oversizing such facilities as provided in Paragraph 7 of the proposed Dallas-Authority Contract attached hereto as Exhibit No. 3. The amount of money to be collected from Dallas for the incremental cost for oversizing is hereby established to be the evaluated cost as established by Dallas' ordinance in effect at the time of such contract award. Should Dallas be required to pay for any oversizing under this provision of the Hutton Branch relief interceptor, all monies previously paid by Dallas and credited to Carrollton to transport wastewater through the Hutton Branch Interceptor as measured by Metering Station C shall be credited to Dallas against the cost of such oversizing.

15. This contract, even if executed, shall have no force and affect and shall be null and void unless and until the proposed contract between the City of Dallas and the Authority attached hereto as Exhibit 3 is executed.

16. The term of this contract is the same as the term of the Carrollton-Authority contract of October 10, 1973.

Executed in multiple originals this the 4th day of  
Dec, 19 78.

ATTEST:

Dwight Jones

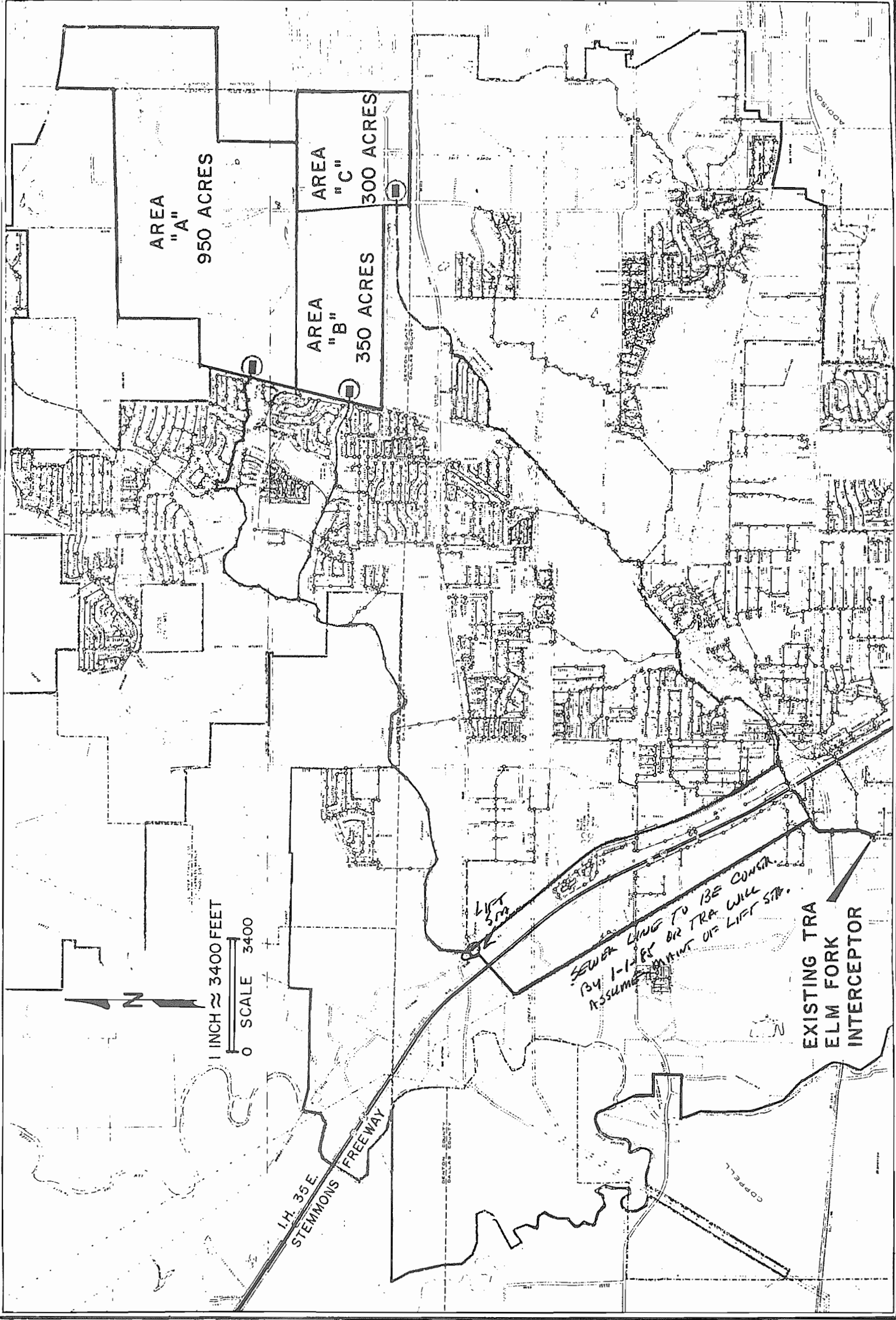
Clonis Luallen

CLONIS LUALLEN, CITY MANAGER  
CITY OF CARROLLTON

ATTEST:

\_\_\_\_\_

DAVID H. BRUNE, GENERAL MANAGER  
TRINITY RIVER AUTHORITY

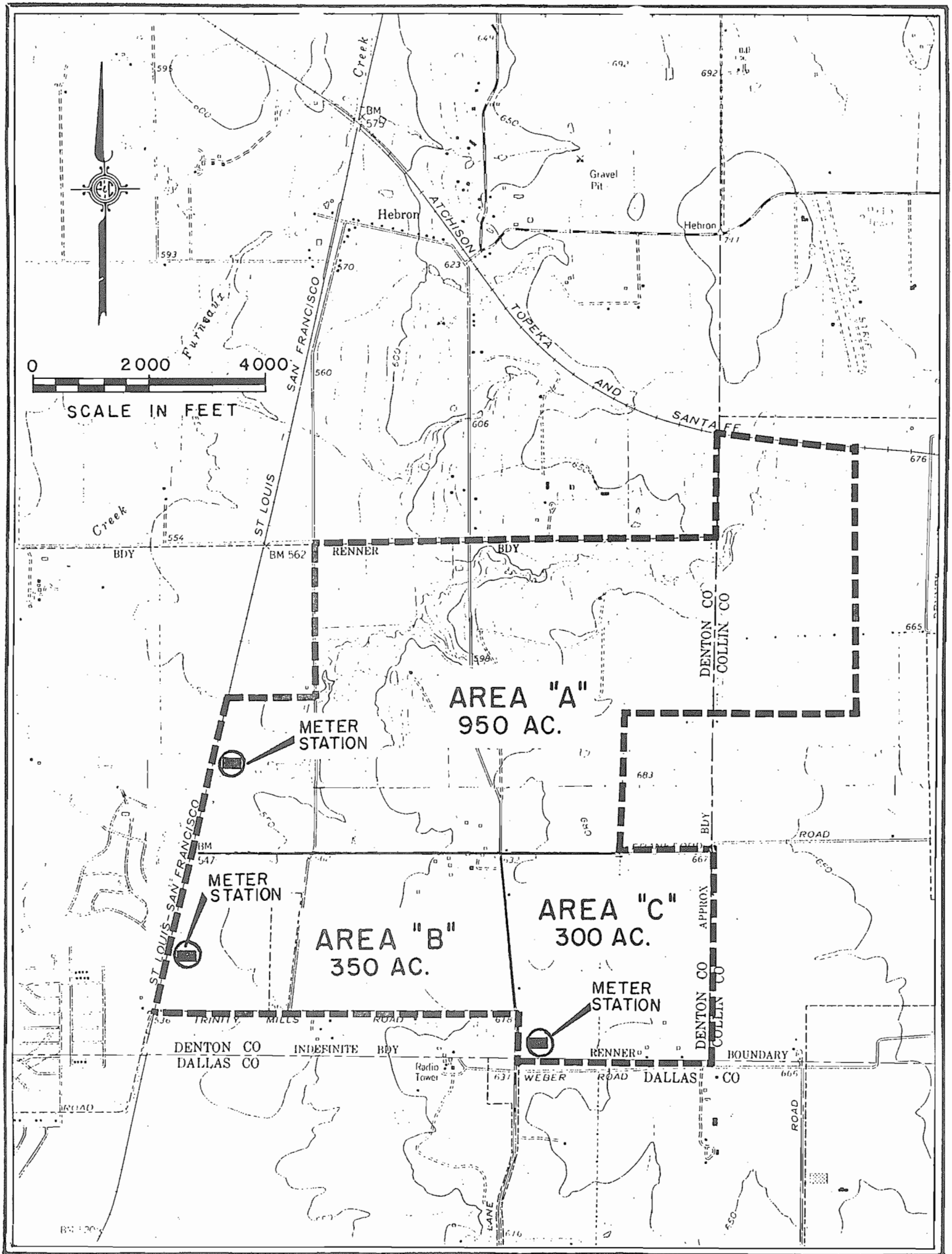


**EXHIBIT NO. I**

TRINITY RIVER AUTHORITY OF TEXAS  
 CENTRAL REGIONAL WASTEWATER SYSTEM  
**MAP OF FACILITIES**  
 FOR SERVICE TO  
 RENNER AREA OF DALLAS

*cc-11-20*

NOVEMBER 1978



**EXHIBIT NO. 2**

TRINITY RIVER AUTHORITY OF TEXAS  
 CENTRAL REGIONAL WASTEWATER SYSTEM

**RENNER AREA OF DALLAS**

NOVEMBER 1978

THE STATE OF TEXAS	§	CITY OF DALLAS
	§	TRINITY RIVER AUTHORITY
COUNTY OF TARRANT	§	CONTRACT

WHEREAS, the City of Dallas, Texas, hereinafter called Dallas, desires to provide sewer service to an area of Dallas of approximately 1600 acres located in Denton and Collin Counties, known as the Renner Area; and,

WHEREAS, the Trinity River Authority of Texas, hereinafter called the Authority, and Dallas executed a contract on October 8, 1973 providing for Dallas to discharge wastewater into the Central Regional Wastewater System of the Authority; and,

WHEREAS, the Authority has now obtained, or will obtain, the contractual right to use sufficient capacity in existing sewer lines owned by the City of Carrollton, Texas, such lines being locally known as the Furneaux Creek lines and the Hutton Branch line, to transport the wastewater generated in the Renner Area of Dallas to the Central Regional Wastewater System owned by the Authority; and,

WHEREAS, it will be necessary to make certain improvements to the existing South Fork of the Furneaux Creek line of the City of Carrollton and to construct three metering stations to serve the Renner Area;

NOW THEREFORE, THE TRINITY RIVER AUTHORITY OF TEXAS AND THE CITY OF DALLAS DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

1. Dallas shall construct or cause to be constructed an extension of the South Fork of the Furneaux Creek sewer line along a right-of-way to be provided by the City of Carrollton approximately 2,600 feet long and extending generally easterly from Scott Mill Road along an unnamed tributary of Furneaux Creek between the platted streets of Lockwood Drive on the North and Green Valley Drive and Stonebrook Drive on the South to the intersection of such unnamed tributary with the St. Louis, San Francisco Railroad

right-of-way, such extension being graphically depicted by a yellow line on the map attached hereto as Exhibit No. 1.

2. Dallas shall construct or cause to be constructed the extension to the Furneaux Creek line referred to in Paragraph 1 herein in accordance with the appropriate construction standards of the City of Carrollton and shall dedicate the line to Carrollton upon final inspection of the extension.

3. Dallas shall construct or have constructed three metering stations to be located generally as follows: Metering Station A shall be constructed at the eastern end of the northern branch of the Furneaux Creek sewer line; Metering Station B shall be constructed at the eastern end of the extension provided for by Paragraph 1 herein of the southern branch of the Furneaux Creek sewer line; and Metering Station C shall be constructed at the eastern end of the Hutton Branch sewer line. The location of such metering stations are generally described by red circles on Exhibit No. 1 attached hereto.

4. The metering stations to be constructed under Paragraph No. 3 herein shall be constructed in accordance with the appropriate construction standards of the Authority and shall be dedicated to the Authority upon final inspection.

5. Dallas shall limit the maximum rate of discharge through Metering Stations A, B, and C as follows:

A. Metering Station A (Area A)	2.80 mgd
B. Metering Station B (Area B)	1.10 mgd
C. Metering Station C (Area C)	<u>0.90 mgd</u>

TOTAL MAXIMUM RATE OF FLOW 4.80 mgd

6. As consideration for transporting wastewater from the Renner Area of Dallas, an area generally described on the map attached hereto as Exhibit 2 as Area A, Area B, and Area C, through Authority acquired capacity rights within the City of Carrollton's Furneaux Creek line and Hutton Branch line, Dallas shall pay the Authority a rate based on the unit cost of power to pump wastewater through the Furneaux



Creek pumping facility multiplied by the total number of gallons of wastewater flow measured by Metering Stations A, B, and C, such rate formula being more particularly described in Section 6 of the proposed contract between the Authority and the City of Carrollton, a copy of which is attached as Exhibit 3. The money to be paid the Authority under this Paragraph will become a part of Dallas' proportional share of the Annual Requirement as defined by the Dallas-Authority contract of October 8, 1973, for sewer service by the Central Regional Wastewater System and will be divided into twelve equal monthly installments, each being added to all other monthly charges due the Authority by Dallas for such service. The obligation of Dallas to the Authority under this paragraph shall cease whenever the corresponding responsibility of the Authority to the City of Carrollton for the use of capacity in its Furneaux Creek system and Hutton Branch system to serve the Renner Area ceases or on January 1, 1985, whichever occurs first.

7. Dallas understands that the City of Carrollton plans to construct a relief sewer line parallel to its Hutton Creek line between Josey Lane and Perry Road. Dallas agrees that, if Carrollton awards a construction contract to construct the Hutton Creek relief sewer line before January 1, 1985, Dallas shall pay the Authority the cost of oversizing the relief line to serve the Renner Area of Dallas, such costs to be calculated under a formula established in Section 14 of the proposed Carrollton-Authority contract attached hereto as Exhibit No. 3. Provided however, if Dallas is required to contribute to the cost of oversizing the Hutton Branch relief sewer line, the Authority shall credit Dallas against the cost of such oversizing the amount of money which Dallas has paid the Authority for the wastewater transmitted through the Hutton Branch Line as measured by Metering Station C.

8. If the three metering stations to be constructed under Paragraph 3 above are constructed in accordance with the appropriate Authority standards, the Authority shall

accept the dedication of such facilities from Dallas, and, thereafter, the Authority shall own, operate, and maintain such facilities and all costs associated with the operation and maintenance shall be an operation and maintenance expense of the Authority's Central Regional Wastewater System.

9. The three metering stations shall be points of entry as defined by the Dallas-Authority Contract of October 8, 1973, and Authority agrees to accept wastewater from the Renner Area of Dallas subject to the flow limitations of Paragraph 5 above and subject to the terms and conditions of the aforementioned Dallas-Authority Contract.

10. The Authority shall determine the volume of flow generated within the Renner Area of Dallas by reading the three metering stations once a month, or such other time may be established by a mutual agreement. The Authority will furnish Dallas, on or before January 1 of each year, necessary information in order for Dallas to budget costs attributable to the Renner Area for the next calendar year.

11. This contract, even if executed, shall have no force and effect and shall be null and void unless and until the proposed contract between the City of Carrollton and the Authority attached hereto as Exhibit 3 is executed.

12. The term of this contract is the same as the term of the Dallas-Authority contract of October 8, 1973.

Executed in multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
GEORGE SCHRADER, CITY MANAGER  
CITY OF DALLAS

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
DAVID BRUNE, GENERAL MANAGER  
TRINITY RIVER AUTHORITY

AMENDATORY WASTEWATER SERVICE CONTRACT

STATE OF TEXAS  
COUNTY OF TARRANT

↓

CITY OF CARROLLTON  
TRINITY RIVER AUTHORITY  
OF TEXAS

*Contract Amendments*

*to comply with*

*new state/federal  
mandates*

WHEREAS, the City entered into a CONTRACT with the Trinity River Authority for wastewater service to the City made for all purposes

has duly executed and to be effective on October 10, 1973, with the following reference is hereby

WHEREAS, on June 1, 1973, the Environmental Protection Agency published a

rule (40 CFR 403) which established

mechanisms and procedures for enforcing National Pretreatment Standards controlling the introduction of wastes from non-domestic sources into Publicly Owned Treatment Works (POTWs); and

WHEREAS, this rule, 40 CFR 403, requires that a Pretreatment Program be developed for the Central Regional Wastewater System; and

WHEREAS, the Authority, as the operator of a POTW, must comply with rule 40 CFR 403; and

WHEREAS, it is deemed necessary that Sections 1, 4, and 8 of the CONTRACT dated October 10, 1973, be amended.

NOW, therefore, in consideration of the mutual covenants and promises contained herein, the City and Authority agree as follows:

THAT Section 1.01 of the CONTRACT is hereby amended to include the following definitions:

(dd) Industrial User (IU) - Any person, including but not limited to, any individual firm, partnership, corporation, association, municipality, or any other legal entity, who discharges or desires to discharge industrial wastes to the Central Regional Wastewater System.

(ee) POTW - Publicly Owned Treatment Works as defined in 40 CFR 403.

(ff) Significant Industrial User (SIU) - Any industrial user who is connected or desires to connect to the City's domestic wastewater collection system and meets at least one of the following criteria:

- (i) Average industrial wastewater discharge rate greater than 50,000 gpd.
  - (ii) BOD and/or suspended solids concentrations in industrial wastewater greater than 250 mg/l.
  - (iii) Industrial category regulated by National Pretreatment Standards as promulgated by the United States Environmental Protection Agency.
- (gg) Total Toxic Organics - The sum of all detected concentrations greater than 10 micrograms per liter for all organic compounds classified as priority pollutants by the United States Environmental Protection Agency.

THAT Section 4.03(a), of the CONTRACT is deleted and the following language substituted therefor:

To enable the highest degree of treatment in the most economical manner possible, and to comply with Federal and State regulations, certain solids, liquids and gases are hereby prohibited from entering Authority's System in excess of standards as set by said Federal and State regulations. The prohibitive discharges listed below shall apply at the Points of Entry.

Federal and state regulatory agencies periodically modify standards on prohibitive discharges; therefore, revision to, additions to, or deletions from the items listed in this section will become necessary to comply with these latest standards. It is the intention of this CONTRACT that prohibitive discharge requirements be reviewed periodically by Authority and revised in accordance with the latest standards of any federal or state agency having regulatory powers. Any required revisions shall be made and written notice thereof given to the City. City shall be responsible for integrating such changes into the local industrial waste ordinance and notifying all affected users of the change within ninety (90) days following written notice to the City of such change.

THAT Section 4.03(c)(x) of the CONTRACT is deleted and the following language substituted therefor:

(x) Any wastes or waters exceeding the concentrations listed below:

Pollutant	Maximum Allowable Concentration (mg/l)
Antimony	0.010
Arsenic	0.100
Barium	2.000
Beryllium	0.010
Bismuth	0.500
Boron	1.000
Cadmium	0.100
Chromium (total)	3.500
Cobalt	1.000
Copper	2.500
Cyanides	1.000
Fluorides	1.500
Hydrogen Sulfide	0.100
Lead	2.000
Manganese	3.500
Mercury	0.005
Molybdenum	1.000
Nickel	1.500
Phenol	0.005
Selenium	0.020
Silver	0.100
Tin	1.000
Uranyl-Ion	5.000
Zinc	2.500
Cyanides or Cyanogen Compounds (capable of liberating hydrocyanic gas on acidification)	0.200
Total Toxic Organics	1.000

THAT Section 4.06 of the CONTRACT is hereby deleted and the following language substituted therefor:

Section 4.06. INDUSTRIAL WASTES. The effects of certain types of Industrial Waste upon Wastewater and Wastewater treatment processes are such as to require that careful consideration be made of each industrial connection. This is a matter of concern both to Authority and to City. The

City covenants that it will have in effect and will enforce an industrial waste ordinance acceptable to Federal and State agencies or departments having lawful jurisdiction to set standards for waste discharges. This ordinance will include both but not be limited to the following provisions:

- (a) For each existing and future SIU, the City shall require said user to complete and submit a permit application containing that information specified in the attached sample application (Exhibit 1). The Authority shall be provided a copy of the permit application within thirty days after receipt by City. Authority shall provide comments on said application within thirty days of receipt and return comments to City. Failure to comment within 30 days of receipt of the application shall be construed as concurrence by Authority.

After approval of the permit application by both City and Authority, the City may issue a permit to discharge which shall be as shown on Exhibit 2. Said permit to discharge shall be required of all SIUs before said user will be allowed to discharge industrial wastes into the sewage system. A copy of the permit to discharge shall be forwarded to the Authority.

- (b) The City shall require SIUs to comply with applicable Federal Categorical Pretreatment Standards as well as any applicable state and local standards.
- (c) The City shall maintain certain information contained in permit applications as confidential at SIU's request.
- (d) The City shall disallow dilution as a means of reducing pollutant concentrations in an SIU's waste stream except where expressly authorized by an applicable Categorical Pretreatment Standard.
- (e) The City shall be authorized to enter SIU premises at any time for independent monitoring, inspection, or review of applicable records to determine compliance.
- (f) The City shall develop and require adherence to SIU compliance schedules.
- (g) The City shall require self-monitoring and reporting at SIU's expense.
- (h) The City shall choose or approve laboratory to analyze industrial wastes.

(i) The City shall require SIU's to pay applicable fees for:

(i) sampling and testing to determine compliance

(ii) disconnection/reconnection of service resulting from non-compliance

(iii) abnormal strength wastes

(iv) additional costs incurred by City or POTW in transporting or treating wastes

(v) filing, revision, or renewal of permit application

(j) The City shall provide public notification for instances of violation.

(k) The City shall deny/revoke permit, disallow/disconnect service, assess civil or criminal penalties, and seek other available legal and equitable remedies against SIU for:

(i) discharge to sewerage system resulting in violation of POTW's discharge permit conditions

(ii) hazard to health or life of POTW personnel or users of receiving waters

(iii) violation of any applicable ordinance or regulation

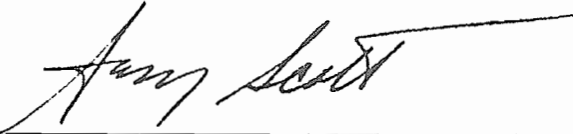
(iv) false information transmitted to approving authority through permit application, monitoring reports, etc.

The City shall furnish to the Authority all documents and records, in addition to those outlined herein, as necessary to demonstrate compliance by all industries.

All provisions contained herein are in addition to those contained in the CONTRACT entered into between the parties dated October 10, 1973. These Amendments and the original CONTRACT, except those provisions in the original CONTRACT which have been specifically deleted, shall be construed as a single agreement.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Amendatory Wastewater Service Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the 5<sup>th</sup> day of March, 1984.

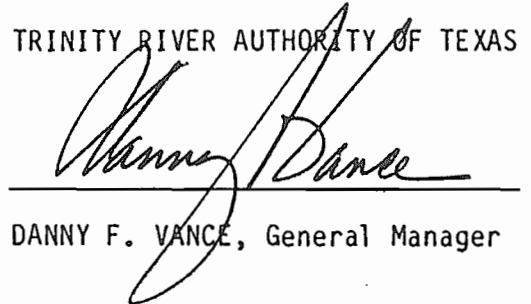
ATTEST:



SAM SCOTT, Secretary-Treasurer

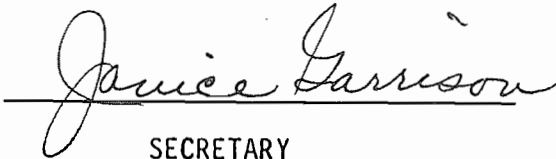
(SEAL)

TRINITY RIVER AUTHORITY OF TEXAS



DANNY F. VANCE, General Manager

ATTEST:



SECRETARY

(SEAL)

CITY OF CARROLLTON

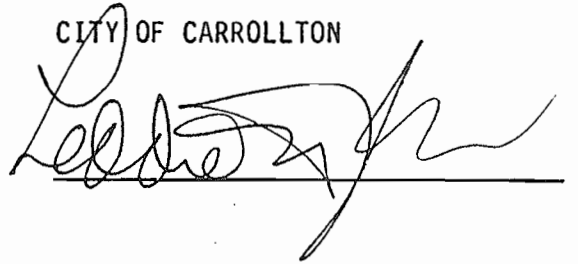




EXHIBIT 1  
PROPOSED PERMIT APPLICATION FORM WITH COVER LETTER

CITY OF CARROLLTON

Date:

To: Significant Industrial Users

From:

Subject: Application for a Permit to Discharge Industrial Wastewaters to the Sanitary Sewer System.

Ordinance number \_\_\_\_\_ has been adopted for the purpose of regulating the quality of industrial wastewaters contributed to the sanitary sewer. The objectives of the Ordinance are to prevent damage or obstruction to the sewer, to avoid interference with the regional wastewater treatment plant operated by the Trinity River Authority, and to comply with state and federal regulations regarding pretreatment of industrial wastes.

Significant industrial users must obtain a Permit to discharge industrial wastewaters to the sewer. The Permit authorizes your discharge and sets forth criteria for discharge quality and requirements for reporting.

The attached application for a Permit must be completed and returned to the mailing address shown below within 180 days. A fee of \_\_\_\_\_ must accompany this Application. The City and the Trinity River Authority will review your application. Additional information such as evidence of treatability may be requested from either entity. The City will return a Permit to you upon approval of your application and will either approve or deny said application within 90 days of its receipt by City.

Please address questions concerning the Industrial Wastewater Ordinance Permit to:

EXHIBIT 1 (CONT'D)

APPLICATION FOR A PERMIT TO DISCHARGE  
INDUSTRIAL WASTEWATER TO THE SANITARY SEWER

Note to Signing Official: Please complete and return this application within 180 days. Signing officials must have authorization to provide information on behalf of the company. Information considered confidential by your company should be clearly marked so that this information can be maintained in separate, limited access files.

SECTION A. GENERAL INFORMATION

1. Company name \_\_\_\_\_
2. Mailing address \_\_\_\_\_ Zip Code \_\_\_\_\_
3. Facility address \_\_\_\_\_ Telephone Number \_\_\_\_\_  
(address where sewer service is requested)
4. Is company currently in operation at facility address? YES \_\_\_ NO \_\_\_

SECTION B. PRODUCTS OR SERVICE INFORMATION

1. Brief description of manufacturing processes or service activity at the facility including rate of production, if applicable:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Principal raw materials, including chemicals, catalysts, solvents, etc., used in any phase of the manufacturing process or service activity: \_\_\_\_\_  
\_\_\_\_\_
3. Number of employees \_\_\_\_\_. Hours per day of operation \_\_\_\_\_.  
Days per week of operation \_\_\_\_\_.
4. Standard Industrial Code Number \_\_\_\_\_ (4 digits).
5. List other environmental control permits held at this time. \_\_\_\_\_  
\_\_\_\_\_
6. Attach a property plat prepared by an engineer or architect showing locations of water and sewer connections, manholes, traps, etc. Also indicate the locations of an acceptable monitoring station for collecting samples and measuring flows of the industrial wastewater streams prior to discharge to the sanitary sewer.

**EXHIBIT 1 (CONT'D)**

**SECTION C. WASTEWATER DISCHARGE INFORMATION**

1. Indicate the types and quantity of industrial wastewater by completing the table below:

	Check Appropriate Box For Type Of Wastewater	Industrial Flow Average Daily/ Maximum Daily	Flow Metered (check if yes)	Flow Estimated (check if yes)	Flow Proposed For New Industry (check if yes)
(a) Process Wastewater; Continuous Discharge Batch Discharge	<input type="checkbox"/>				
	<input type="checkbox"/>	/			
(b) Boiler Blowdown	<input type="checkbox"/>	/			
(c) Cooling Water Release	<input type="checkbox"/>	/			
(d) Plant and Equipment Washdown	<input type="checkbox"/>	/			
	<input type="checkbox"/>				
(e) Other  (specify)	<input type="checkbox"/>	/			
	<input type="checkbox"/>				

For each wastewater stream attach a schematic of water flow that depicts the water source, industrial units where water is used and pretreatment units.

2. **Wastewater Quality.** The applicant must present information on the quality of industrial wastewaters. Samples collected from wastewater streams should be representative of daily operations. Analytical procedures should follow those in Standard Methods for the Examination of Water and Wastewater, APHA-AWWA-WPCF, 14th Edition, 1975.

EXHIBIT 1 (CONT'D)

(a) Conventional Pollutants - In the spaces below, indicate the average and maximum value of each constituent in the discharge.

Wastewater Constituent	Maximum Value	Average Value
Biochemical Oxygen Demand (5 day)	_____	_____ mg/l
Total Suspended Solids	_____	_____ mg/l
pH	_____	_____ pH units
Temperature	_____	_____ °F

EXHIBIT 1 (CONT'D)

(b) Priority Pollutant Information: Please indicate by placing an "X" in the appropriate box by each listed chemical whether it is "Suspected to be Absent", "Known to be Absent", "Suspected to be Present", or "Known to be Present" in your manufacturing or service activity or generated as a by-product.

ITEM NO.	CHEMICAL COMPOUND					ITEM NO.	CHEMICAL COMPOUND				
		SUSPECTED ABSENT	KNOWN ABSENT	SUSPECTED PRESENT	KNOWN PRESENT			SUSPECTED ABSENT	KNOWN ABSENT	SUSPECTED PRESENT	KNOWN PRESENT
1.	asbestos (fibrous)					46.	1,2-dichloroethane				
2.	arsenic (total)					47.	1,1-dichloroethane				
3.	antimony (total)					48.	trans-1,2-dichloroethane				
4.	arsenic (total)					49.	2,4-dichlorophenol				
5.	beryllium (total)					50.	1,2-dichloropropane				
6.	cadmium (total)					51.	(cis & trans) 1,3-dichloropropene				
7.	chromium (total)					52.	dieldrin				
8.	copper (total)					53.	diethyl phthalate				
9.	lead (total)					54.	2,4-dimethylphenol				
10.	mercury (total)					55.	dimethyl phthalate				
11.	nickel (total)					56.	di-n-butyl phthalate				
12.	selenium (total)					57.	di-n-octyl phthalate				
13.	silver (total)					58.	4,6-dinitro-2-methylphenol				
14.	thallium (total)					59.	2,4-dinitrophenol				
15.	zinc (total)					60.	2,4-dinitrotoluene				
16.	acenaphthene					61.	2,4-dinitrotoluene				
17.	acenaphthylene					62.	1,2-diphenylhydrazine				
18.	acrylonitrile					63.	endosulfan I				
19.	acrylonitrile					64.	endosulfan II				
20.	aldrin					65.	endosulfan sulfate				
21.	anthracene					66.	endrin				
22.	benzene					67.	endrin aldehyde				
23.	benzidine					68.	ethylbenzene				
24.	benzo (a) anthracene					69.	fluoranthene				
25.	benzo (a) pyrene					70.	fluorene				
26.	benzo (b) fluoranthene					71.	heptachlor				
27.	benzo (g,h,i) perylene					72.	heptachlor epoxide				
28.	benzo (h) fluoranthene					73.	hexachlorobenzene				
29.	4-BHC (alpha)					74.	hexachlorobutadiene				
30.	4-BHC (beta)					75.	hexachlorocyclopentadiene				
31.	4-BHC (gamma)					76.	hexachloroethane				
32.	4-BHC (delta)					77.	indene (1,2,3-cd) pyrene				
33.	bis (2-chloroethyl) ether					78.	isophorane				
34.	bis (2-chloroethyl) ether					79.	methylene chloride				
35.	bis (2-chloroisopropyl) ether					80.	naphthalene				
36.	bis (chloromethyl) ether					81.	nitrobenzene				
37.	bis (2-ethylhexyl) phthalate					82.	2-nitrophenol				
38.	bromodichloromethane					83.	4-nitrophenol				
39.	bromoform					84.	N-nitrosodimethylamine				
40.	bromomethane					85.	N-nitrosodi-n-propylamine				
41.	4-bromophenylphenyl ether					86.	N-nitrosodiphenylamine				
42.	butylbenzyl phthalate					87.	PCB-1016				
43.	carbon tetrachloride					88.	PCB-1221				
44.	chloroform					89.	PCB-1222				
45.	6-chloro-2-methylphenol					90.	PCB-1247				
46.	chlorobenzene					91.	PCB-1246				
47.	chloroethane					92.	PCB-1254				
48.	2-chloroethylvinyl ether					93.	PCB-1260				
49.	chloroform					94.	pentachlorophenol				
50.	chloromethane					95.	phenanthrene				
51.	2-chloronaphthalene					96.	phenol				
52.	2-chlorophenol					97.	pyrene				
53.	4-chlorophenylphenyl ether					98.	2,3,7,8-tetrachlorodibenzo-p-dioxin				
54.	chrysene					99.	1,1,2,2-tetrachloroethane				
55.	4,4'- DDT					100.	tetrachloroethane				
56.	4,4'- DDE					101.	toluene				
57.	4,4'- DDT					102.	toluene				
58.	dibenz (a,h) anthracene					103.	toxaphene				
59.	dibromochloromethane					104.	1,2,4-trichlorobenzene				
60.	1,2-dichlorobenzene					105.	1,1,1-trichloroethane				
61.	1,3-dichlorobenzene					106.	1,1,2-trichloroethane				
62.	1,4-dichlorobenzene					107.	trichloroethane				
63.	2,3-dichlorobenzidine					108.	trichlorofluoromethane				
64.	dichlorodifluoromethane					109.	2,4,6-trichlorophenol				
65.	1,1-dichloroethane					110.	vinyl chloride				



EXHIBIT 1 (CONT'D)

3. Is your discharge subject to national Pretreatment Standards established under 40 CFR, Chapter I, Subchapter N.

YES \_\_\_\_\_ NO \_\_\_\_\_

The above question must be answered with certainty. For additional information regarding National Pretreatment Standards, applicant should contact Region VI of the Environmental Protection Agency at (214) 767-2630 or the Trinity River Authority, Northern Region Office at (817) 467-4223.

4. For existing significant industrial users, if the answer to the above question is yes, please indicate the applicable pretreatment standards in the space provided below and attach a statement reviewed by applicant's authorized representative and certified by a qualified professional, indicating whether applicable pretreatment standards are being met on a consistent basis. If applicable pretreatment standards are not being met on a consistent basis, certified statement should indicate the following:
- a. Whether additional operation and maintenance (O&M) and/or additional pretreatment is required for applicant to meet pretreatment standards; and
  - b. The shortest schedule by which applicant will provide additional O&M or pretreatment. The completion date in this schedule must not be later than compliance date established for applicable pretreatment standard.

Applicable Standards

Constituent

Limit(s)

EXHIBIT 1 (CONT'D)

5. For new significant industrial users describe the pretreatment processes proposed for your facility to meet the requirements listed in item 4. (Examples: neutralization, materials recovery, grease traps, sand traps, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I the undersigned applicant, being the authorized representative of the herein named company, do hereby request a Permit to continue to use or to establish an industrial sewer connection at the location indicated herein and do agree to comply with provisions of City Ordinance \_\_\_\_\_.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Name of Signee \_\_\_\_\_  
(Please Print)

Name and phone number of person to contact regarding Permit information.  
\_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS |

COUNTY OF \_\_\_\_\_ |

Before me, the undersigned authority, on this day personally appeared

of \_\_\_\_\_,

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public in and for \_\_\_\_\_  
County, Texas

My Commission Expires: \_\_\_\_\_



EXHIBIT 2

CITY OF CARROLLTON  
PERMIT TO DISCHARGE INDUSTRIAL WASTEWATERS  
TO THE SANITARY SEWER

Name of Industry (Permittee) \_\_\_\_\_  
Address \_\_\_\_\_  
(location of sewer service)

Permit No. \_\_\_\_\_ Account No. \_\_\_\_\_

The above named Permittee is authorized to discharge industrial wastewaters to the sanitary sewerage system according to the provisions of this Permit. Authorization is granted for a period beginning until \_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative      Date  
City of Carrollton

EXHIBIT 2 (CONT'D)

A. EFFLUENT LIMITATIONS

The quality of permittee's industrial discharges will be limited by the provisions of City Ordinance No. \_\_\_\_\_ and the National Pretreatment Regulations which include the following numerical limitations:

Pollutant or Pollutant Property	STANDARDS	
	Maximum Allowable Concentration, mg/l	Average Concentration and/or Load mg/l or lb/day
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The discharge of any pollutant at a level in excess of that identified and authorized by this permit, shall constitute a violation of the terms and conditions of this permit. Such a violation may result in permit revocation and/or the imposition of civil and/or criminal penalties.

B. MONITORING AND REPORTING

1. Permittee shall collect representative samples of the wastewater discharge and analyze these waters for the pollutants indicated in Section A. Where feasible, samples shall be obtained using flow proportional composite sampling techniques specified in the applicable Categorical Pretreatment Standard. Where composite sampling is not feasible, grab sampling is acceptable. The permittee shall collect and analyze \_\_\_\_\_ sample(s) during a \_\_\_\_\_ period.  
(number) (interval)
2. Permittee shall summarize monitoring information on a copy of the attached "Significant Industrial User Self Monitoring Report" form. Duplicates of this form shall be submitted during the months of \_\_\_\_\_ and \_\_\_\_\_ of each year to:

\_\_\_\_\_  
City Engineer  
City of Carrollton

with copy to:

Pretreatment Program Manager  
Trinity River Authority of Texas  
P. O. Box 240  
Arlington, Texas 76010

EXHIBIT 2 (CONT'D)

3. Failure to submit any report or information required by this permit shall constitute a violation.
4. Any changes in the characteristics of the industrial discharges as a result of modifications to the industrial processes must be reported. Modifications to the permit may then be made to reflect any necessary changes in process conditions, including any necessary effluent limitations for any pollutants not identified and limited herein. This permit is not transferrable to companies or processes other than those to which it is originally issued.
5. Permittee shall immediately notify the treatment plant manager at (214) 225-3462 in the event of a slug loading of pollutants as a result of an operational failure of pretreatment facilities or accidental spills.
6. Permittee must maintain records of all information resulting from any monitoring activities for a minimum period of 3 years. Such records will include for all samples:
  - (i) The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
  - (ii) The dates the analyses were performed;
  - (iii) Who performed the analyses;
  - (iv) The analytical techniques/methods used; and
  - (v) The results of such analyses.

Records shall be made available for inspection and copying by the city, or its representatives.

7. Compliance Schedule:

Activity

Date

8. Permittee is advised that he may need to comply with additional regulations listed as follows:

## CONTRACT FOR SERVICES

### I. CONTRACTING PARTIES

The Receiving Agency: City of Carrollton, whose authorized address is Environmental Health Department, P.O. Box 110535, Carrollton, TX 75011-0535

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76010, Attention: Danny F. Vance, General Manager (or his designated representative).

### II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and City regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 2. and 3., below.

#### A. PERFORMANCE OF SERVICES

##### 1. Industrial Inspection Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial inspection services within the parameters listed on the attached schedule sheet.

The Performing Agency (Trinity River Authority of Texas) shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and Permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinances Numbers 534, 1092, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR Part 403.12.

##### 2. Industrial Sampling Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers 534, 1092.

The Performing Agency (Trinity River Authority of Texas) shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Grand Prairie, Texas. When feasible flow or time composited sampling will be conducted. When composited sampling is not feasible, grab sampling will be appropriate.

3. Analytical Services

In keeping with the foregoing, the Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency estimates an average of 100 samples per month will be collected and delivered to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody tags.

The Performing Agency (Trinity River Authority of Texas) will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The sample information sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratories will be operated in such a manner as to insure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy effects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current State laws.

Receiving Agency may deliver to Performing Agency samples for analysis separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analysis, the Receiving Agency shall indicate the nature and extent of the analyses it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody tags or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Shipment attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

## B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty (30) days notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty (30) day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will submit a voucher for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

## C. AMENDING THE CONTRACT

The parties hereto without invalidating this Contract may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

## III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three (3) years after the close of the last expenditure.

Reimbursement for the inspection, sampling, and/or analytical costs, and cost for any travel and per diem expenses shall not exceed Nine Thousand Five Hundred dollars (\$ 9,500.00) for the period of this Contract.

## IV. CONTRACT AMOUNT

The total amount of this Contract shall not exceed Nine Thousand Five Hundred dollars (\$ 9,500.00) nor be less than Three Thousand dollars (\$3,000.00).

## V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty (30) days of their receipt.

## VI. TERM OF CONTRACT

This Contract is to begin October 14, 1991 and shall terminate September 30, 1992.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract shall be deemed authorized by the Interlocal Cooperation Act, art. 4413(32c), Tex. Rev. Civ. Stat.

Receiving Agency:

Performing Agency:

CITY OF

TRINITY RIVER AUTHORITY OF TEXAS

BY: Joe Beard

BY: Manu Hance

TITLE: Pur. mg.

GENERAL MANAGER

DATE: 10-14-91

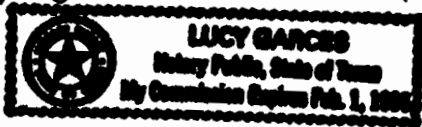
DATE: 10-24-91

ATTEST: Lucy Garces

ATTEST: Sam Scott

(SEAL)

(SEAL)



## CHAIN-OF-CUSTODY PROCEDURES

### Sample Collection

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody tags or sheets should be attached to each sample at the time it is collected.

The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Type Sample, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample.

In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.

### Transfer of Custody and Shipment

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the custodian, or his alternate, and logged into a record book (log book). Information to be entered into the Log Book shall include the sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested.
3. Promptly after logging, the custodian will distribute the sample to an analyst or place the sample in the sample room, which will be locked at all times except when samples are removed or replaced by analysts.
4. The custodian shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences.
6. The analysis sheet will be signed and dated by the person performing the tests and retained as a permanent record in the laboratory.
7. Test results shall be sent by the laboratory to the appropriate Receiving Agency control point.



Trinity River Authority of Texas



Central Regional Wastewater System

TECHNICAL SERVICES FEE SCHEDULE  
FOR  
LABORATORY ANALYSES  
INDUSTRIAL INSPECTIONS  
AND  
INDUSTRIAL SAMPLING

FISCAL YEAR 1991

December 1, 1990 through November 30, 1991

CHEMICAL ANALYSES

WATER

Alkalinity, Total	\$ 5.00
Alkalinity, Phenolphthalein	\$ 4.50
Bicarbonate	\$ 4.50
Carbonate	\$ 4.50
Biochemical Oxygen Demand (BOD5)	\$ 12.50
Biochemical Oxygen Demand (C-BOD5)	\$ 12.95
Biochemical Oxygen Demand (C-BOD20)	\$ 14.50
Biochemical Oxygen Demand (BOD20)	\$ 13.75
Biochemical Oxygen Demand (BOD-7)	\$ 15.00
Chemical Oxygen Demand	\$ 8.00
Chloride	\$ 5.00
Chromium Hexavalent	\$ 9.50
Conductance, Specific	\$ 3.00
Conductance, Diluted	\$ 5.25
Cyanide	\$ 26.00
Cyanide (Amendable to Chlorination)	\$ 30.00
Fluoride, Dissolved	\$ 8.80
Fluoride, Total	\$ 8.20
Hardness	\$ 6.00
Ignitability (Pensky-Martens Closed Cup)	\$ 28.00
Nitrogen:	
Ammonia	\$ 6.00
Kjeldahl, Total	\$ 15.00
Nitrate	\$ 5.50
Nitrite	\$ 5.50
Organic	\$ 32.00
Oil and Grease	\$ 23.00

pH	\$ 2.75
pH Sediment	\$ 5.00
Phenols:	
High Level	\$ 32.00
Low Level	50.00
Phosphorus:	
Ortho	\$ 5.50
Total	\$ 8.25
Solids:	
Total (TS)	\$ 4.00
Total Dissolved (TDS)	\$ 7.30
Total Suspended (TSS)	\$ 6.70
Volatile Suspended (VSS) After TSS	\$ 3.65
Sulfate	\$ 11.00
Sulfide	\$ 5.00
Surfactants - MBAS	\$ 24.00
Total Petroleum Hydrocarbons	\$ 40.00
Total Organic Carbon	\$ 11.75
Turbidity	\$ 2.50

SEDIMENT

Chemical Oxygen Demand	\$ 22.00
Cyanide	\$ 28.50
Nitrogen, Kjeldahl, Total	\$ 18.00
Oil and Grease	\$ 22.00
Phosphorus, Total	\$ 10.00
Solids, Total Volatile	\$ 7.75
Total Petroleum Hydrocarbons	\$ 34.50

ICP / AA METAL ANALYSES

\$ 8.00 EACH

Antimony	Iron	Thallium
Barium	Lead	Tin
Beryllium	Manganese	Uranium
Cadmium	Molybdenum	Vanadium
Chromium	Nickel	Zinc
Cobalt	Silver	
Copper	Tellurium	

\$ 6.45 EACH

Aluminum	Potassium
Boron	Silica
Calcium	Sodium
Magnesium	

\$ 12.60 EACH

Arsenic
Mercury
Selenium
Lead - Low Level
Copper - Low Level
Cadmium - Low Level

PRIORITY POLLUTANT METALS  
\$ 117.80 TOTAL

Antimony	Mercury
Arsenic	Nickel
Beryllium	Selenium
Cadmium	Silver
Chromium	Thallium
Copper	Zinc
Lead	

SAMPLE PREPARATION

Sediment and Oils	\$ 15.00
EP Toxicity Leachate	\$ 55.00
TCLP Toxicity Leachate	\$ 55.00
TWC Leachate	\$ 28.50

## GAS CHROMATOGRAPHY ANALYSES

### PRIORITY POLLUTANTS (GC/MS)

Volatiles	Quoted Upon
Base Neutrals	Request
Acid Extractables	
Pesticides/PCB's	

### ORGANIC DETERMINATION (GC) Hydrocarbon/Solvents

General Hydrocarbon/Solvent Scan (VOA) (One column); *Five or less components; including quantification	\$105.00
General Hydrocarbon/Solvent Scan (VOA) (Two column); *Five or less components; including quantification	\$160.00
Volatile Organic Constituents (EPA regulated - method 601/602) *Add fifteen dollars (\$15) for each extra component scanned and quantified	\$ 51.00

### HERBICIDES

Chlorinated Phenoxy Acid Herbicides (Confirmed and quantified)	\$115.00
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## SPECIAL ANALYSES

### TCLP/EP TOXICITY

Leachate Extraction Procedure	\$ 55.00
Metals: Arsenic, Barium, Cadmium Chromium, Lead, Mercury, Selenium Silver	\$ 77.80
Organics: Endrin; Lindane; Methoxychlor; Toxaphene; 2, 4, D; 2, 4, 5-TP Silvex	\$245.00

### MICROBIOLOGICAL ANALYSES

Chlorophyll "a"	\$ 7.70
Chlorophyll "a" and Pheophytin "a"	\$ 7.70
Coliform, Fecal (MF)	\$ 7.70
Coliform, Total (MF)	\$ 6.00
Coliforms, Total (MMO/MUG)	\$ 7.00
Microscopic General Examination	\$ 9.00
Microtox, Bacterial Bioassay	\$ 40.80
Streptococcus, Fecal (MF)	\$ 7.75
Heterotrophic Plate Count	\$ 7.75

### PESTICIDES / PCB'S

Chlorinated Hydrocarbons, Organophosphate Pesticides, and Polychlorinated Biphenyls (Sample preparation, extraction, and clean-up per sample)	\$ 87.00
ADD for Chlorinated Hydrocarbon (Confirmation and quantification per sample)	\$ 43.00
ADD for Organophosphate Pesticide (Confirmation and quantification per sample)	\$ 45.00
ADD for Polychlorinated Biphenyls (PCB)-Water (Confirmation and quantification per sample)	\$ 45.00
ADD for PCB - Oil (Confirmation and quantification per sample)	\$ 30.00

### TRIHALOMETHANES

Trihalomethanes	\$ 38.00
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### SAMPLE PREPARATION

ADD for Special Treatment/Per Sample (Sediment, Oil)	\$ 15.50
ADD for Special Treatment/Per Sample (EP Toxicity Leachate)	\$ 55.00
ADD for Special Treatment/Per Sample (TCLP Toxicity Leachate)	\$ 55.00

### PRIORITY POLLUTANTS

Cyanides	\$ 26.00
Metals	\$117.80
Organics	Quote

INDUSTRIAL PRETREATMENT SERVICES

INDUSTRIAL SAMPLING

Composite Sampling/24 Hours  
Installation and Removal \$ 50.00  
Grab Sample Pick-up \$ 30.00

- Installation of Automatic Composite Samplers
- Grab Sampling
- Delivery to TRA Laboratory
- Field Testing Available
- Sample Preservation
- Proper Chain of Custody

INDUSTRIAL INSPECTION

Inspection/On Site \$ 65.00

- Permit Application Review
- Chemical Inventory Review
- Verification of Application Data
- Consultation with Industries on Industrial Pretreatment

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 1990, all prices listed are per sample and subject to review.
2. All analyses are run in accordance with "Standard Methods for the Examination of Water and Wastewater," 16th Edition, 1985 and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983.
3. TRA will add a 10% charge, at the same rate as submitted samples, on the monthly billing to maintain the normal quality assurance program.
4. Priority samples will be billed at one and one-half times the normal rate.
5. Sample preparations, if required, are charged additionally as listed.
6. Sample containers, preservatives, and supplies will be provided upon request at a reasonable charge.
7. Samples\* should be delivered to the laboratory before 4:30 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. \*(Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. After-hour samples may be left in cold storage vault with analyses request form.)
8. Average completion time for standard tests is two weeks with the analyses results normally mailed within two days of completion. Billing statements for completed monthly analyses are mailed by the 10th of the following month.
9. Laboratory hours are weekdays 7:00 a.m. to 10:00 p.m. and weekends 9:00 a.m. to 5:00 p.m.
10. Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.

FOR MORE INFORMATION, CONTACT:

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